

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**

05/28/2024

**CLOSED SESSION - 4:00 PM
PUBLIC MEETING - 5:30 PM**

HEARING(S)

5:35P.M. - PUBLIC HEARING - FIREWORKS APPROVAL/DENIAL HEARING (ACTION ITEM)

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS ON CLOSED SESSION ITEMS ONLY

CLOSED SESSION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Controller

Pursuant to California Government Code Section 54957

PENDING LITIGATION

Arturo Denise Holloway v. City of Compton – Case No. 20STCV09528

Margatia Araiza v. City of Compton – Case No. 22CMCV00402

Pursuant to California Government Code Section 54956.9(a).

Susan Hill v. City of Compton – Case No. 21STCV37464

Janette Lievano v. City of Compton – Case No. 22STCV25910

Pursuant to California Government Code Section 54956.9(a).

PUBLIC MEETING – 5:30PM

REPORT ON CLOSED SESSION ACTION(S)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. September 26, 2023
2. May 7, 2024

PUBLIC WORKS DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2023-2024 BUDGET APPROPRIATING FUNDS FROM FUND BALANCE AND ESTABLISH A PURCHASE ORDER WITH MARS ENVIRONMENTAL, INC. FOR ENVIRONMENTAL DISPOSAL (\$20,025.75)

REGULAR AGENDA

CITY MANAGER'S REPORT

4. A REQUEST TO SCHEDULE A PUBLIC HEARING – TO AUTHORIZE THE SUBMISSION OF THE HUD-MANDATED 2024-2025 ANNUAL ACTION PLAN AND THE 2020-2024 CONSOLIDATED PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPEMNT (HUD) FOR TUESDAY, JUNE 25, 2024 @ 5:45 P.M.
5. A REQUEST TO RE-SCHEDULE THE 2024 FIREWORKS PUBLIC HEARING TO BE HELD ON JUNE 18, 2024 @ 5:35PM
6. A REQUEST TO SCHEDULE A PUBLIC HEARING FOR CHARGES RELATED TO SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES, DELINQUENCIES TO BE COLLECTED ON THE LOS ANGELES COUNTY TAX ROLL FOR FISCAL YEAR 2024-2025 AND COMBINED OUTSTANDING BALANCES FOR TAX ROLL BILLING FOR FISCAL YEAR 2023-2024

CITY ATTORNEY'S REPORTS

7. ORAL REPORT

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR LEASE AGREEMENT WITH ANGELS FOR SIGHT FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 920 NORTH ALAMEDA STREET
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL SERVICES DEPARTMENT 2023-2024 FISCAL YEAR BUDGET TO APPROPRIATE \$373,856.96 FROM THE INSURANCE RECOVERY FUND AND ENTER INTO AN AGREEMENT AND ESTABLISH A PURCHASE ORDER TO VINCOR CONSTRUCTION, INC. (\$373,856.96)
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO REPUBLIC SERVICES FOR (\$58,000) TO PURCHASE TWO THOUSAND (2,000) TONS OF COMPOST & MULCH NEEDED TO HELP MEET THE SB 1383 ANNUAL PROCUREMENT TARGET GOAL OF FIVE THOUSAND EIGHTY-FOUR (5,084) TONS FOR FISCAL YEAR 2023-2024.
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2023-2024 BUDGET APPROPRIATING FUNDS FROM FUND BALANCE AND ESTABLISH A PURCHASE ORDER WITH QUINN COMPANY TO PAY AN OUTSTANDING INVOICE AND FOR MAINTENANCE AND REPAIR SERVICES (\$34,989.14)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 6/4/2024 5:30PM

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Chapter 22

FIRE PREVENTION AND PROTECTION

Editor's Note: Prior ordinance history includes portions of Ordinance Nos. 856, 1021, 1155, 1412, 1429, 1444, 1522, 1524, 1534, 1727, 1728, 1880, 1893, 1908, 1914, 1969, 1974, 2033, 2058, 2074, 2138 and 2194.

§ 22-1. FIRE PREVENTION CODE.

§ 22-1.1. Title. [Ord. #2232, § 1]

This section shall be known as the "Fire Prevention Code of the City of Compton" and may be cited as such.

§ 22-1.2. Adoption of the California Fire Code. [Ord. #2232, § 2; amended 10-26-2021 by Ord. No. 2339]

That certain document known as the 2019 California Fire Code, including Appendix Chapter 4, and Appendices B, BB, C, CC, and H, is hereby adopted by reference as the Fire Prevention Code of the City of Compton and shall

- a. Regulate and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; and
- b. Provide for the issuance of permits and collection of fees therefor.

Editor's Note: See Chapter 15, Construction Codes, for provisions regarding conflicting provisions, penalties and civil remedies.

§ 22-1.3. Amendments. [Ord. #2232, § 3; amended 10-26-2021 by Ord. No. 2339]

[Reserved for future amendments]

§ 22-2. FIREWORKS.

§ 22-2.1. Definitions. [Ord. #2232, § 4; 6-2-2020 by Ord. No. 2321]

Whenever used in this section, unless a different meaning clearly appears from the context, the words set out in this section shall have the following meaning:

CODE — Means the Compton Municipal Code.

DANGEROUS FIREWORKS — Means any fireworks specified as such in the State Fireworks Law, currently the California Health and Safety Code Sections 12500 et seq. and such other fireworks as may be determined to be dangerous by the State Fire Marshal. The regulation of "dangerous fireworks" pursuant to this section is not intended to amend, repeal, or replace state law but to provide an alternative remedy for the City to enforce existing laws and regulations.

DISCHARGE — Means the act of lighting, exploding, igniting, setting-off, discharging, projecting, firing or using fireworks.

INFLAMMABLE LIQUID — Means and include any liquid whose flash point is 100° F., or less.

PERSON — Means any individual, person, partnership, firm, corporation, organization, association, entity or any combination thereof.

PUBLIC DISPLAY OF FIREWORKS — Means an entertainment feature where the public or a private group is admitted or permitted to view the display or discharge of dangerous fireworks.

PYROTECHNIC OPERATOR — Means any licensed pyrotechnic operator, who by examination, experience, and training, has demonstrated the required skill and ability in the use and discharge of fireworks as authorized by the

license granted.

SAFE AND SANE FIREWORKS — Means any fireworks not designated as "dangerous fireworks" and includes those fireworks which are defined in Sections 12529 and 12562 of the California Health and Safety Code and have been classified and registered as "safe and sane" by the State Fire Marshal.

STAND — Means any building, booth, counter, or other structure of a temporary nature used in the sale or offering for sale of fireworks pursuant to a permit duly issued.

STATE FIREWORKS LAW — Shall mean Section 12500 et. seq. of the California Health and Safety Code.

§ 22-2.2. Regulation of Fireworks. [Ord. #2232, § 4; 6-2-2020 by Ord. No. 2321]

- a. It shall be unlawful for any person to do any of the following:
 - 1. Manufacture, possess, or sell any dangerous fireworks; or
 - 2. Discharge any dangerous fireworks at any place or time within the City of Compton; or
 - 3. Sell or discharge any safe and sane fireworks, except as provided in this section.
- b. Dates and hours of sale and use.
 - 1. Except in years in which the sale of safe and sane fireworks is suspended pursuant to legislative action by the City Council, safe and sane fireworks may be sold and/or displayed within the City of Compton between the hours of 9:00 a.m. and 10:00 p.m. during the period between June 30th and July 4th of each year.
 - 2. Safe and sane fireworks may be possessed during the period from June 30th to 10:00 p.m. on July 4th of each year.
 - 3. No discharge or use of safe and sane fireworks is permitted in any area of the City of Compton except during the hours between 12:00 p.m. and 10:00 p.m. on July 4th of each year.
 - 4. All sale, display and use of safe and sane fireworks shall be conducted pursuant to the provisions of this section.
- c. Permissible Locations for Discharge.
 - 1. The use of fireworks in the City of Compton shall be limited to private property except as may be otherwise authorized by City Council.
 - 2. Except in those areas otherwise authorized by the City Council, with the advice and approval of the Fire Chief, no fireworks shall be discharged on public, semi-public, or private open areas such as parking lots, vacant properties, or in a public street or right-of-way.
- d. Prohibitions on Discharge.
 - 1. It shall be unlawful for any person to ignite, explode, project, or otherwise discharge or use any fireworks, or permit the ignition, explosion or projection thereof, upon or over onto the property of another without his or her consent.
 - 2. It shall be unlawful for any person to ignite, explode, project, or otherwise discharge or make use of any fireworks within 10 feet of any residence dwelling or other structure used as a place of habitation by human beings.
 - 3. It shall be unlawful for any person having the care, custody or control of a minor (under 18 years old) to permit such minor to discharge, explode, fire or set off any dangerous, illegal fireworks at any time, or to permit such minor to discharge or set off any safe and sane fireworks unless such minor does so under

the direct supervision of a person over 18 years of age and during the hours and on the days permitted by this section.

4. It shall be unlawful in any year in which the City Council, by resolution, has suspended issuance of permits for the sale of safe and sane fireworks, for any person to possess, use or discharge safe and sane fireworks in the City of Compton.

§ 22-2.3. Permits Required. [Ord. #2232, § 4]

Charitable organizations, associations, or corporations (called "applicants" in subsections 22-2.4 through 22-2.10) may sell safe and sane fireworks upon first obtaining a permit from the City of Compton as provided in subsection 22-2.8 of this section.

§ 22-2.4. Random Drawing. [Ord. #2232, § 4]

- a. Organizations will be selected through a random drawing to be conducted by the City Clerk.
- b. The successful applicant shall hold the drawing for two years, providing all additional requirements are met.
- c. Any applicants failing to file all required documentation by April 1 will be disqualified for consideration. No exceptions.
- d. Applicants desiring to obtain a permit for the sale of fireworks in the City of Compton shall make an application for a permit through the City of Compton Clerk's Office not earlier than March 1st, nor later than April 1st, of the year for which a license is sought. A random drawing will be held on the second Tuesday in May at 11:00 a.m. There shall be only one licensed fireworks stand per every 8,000 residents, not to exceed 15. Those applications not meeting those requirements by the last day set forth in this subsection shall not be eligible for the lottery.
- e. Successful applicants in the random drawing shall file for a permit with the Compton Fire Department between the second Wednesday of May and the first Monday of June of the year for which a license is awarded. Upon filing for a permit with the Compton Fire Department, the fee set forth in Appendix A of this code shall be paid at that time.

§ 22-2.5. Application Fees. [Ord. #2232, § 4]

An application fee as set forth in subsection 22-2.6 shall accompany the application. A permit fee as set forth in subsection 22-2.6 shall be paid at the time the permit is obtained. The City Manager shall set uniform fees in amounts which reimburse the City of Compton for its costs of investigation and administration.

§ 22-2.6. Eligibility for Sale of Fireworks. [Ord. #2232, § 4; 6-2-2020 by Ord. No. 2321]

- a. No permit shall be issued to any person except nonprofit organizations, associations, or corporations organized primarily for veteran, patriotic, welfare, civic betterment, or charitable purposes. One permit will be issued to an organization per calendar year.
- b. Applicants shall have their principal and permanent meeting place in the City of Compton, shall have been organized and established in the City of Compton for a minimum of one year continuously proceeding the filing of the application for the permit, and shall have a bona fide membership of at least 35 members.
- c. The applicant organization shall supply the following:
 1. A membership list, including name, address and telephone number of each member. The President or Chief Executive Officer, or at least one of the officers of the applicant shall reside within the City of Compton.

2. The applicant shall provide documentation to substantiate that organization's nonprofit status.
3. A license obtained from the State Fire Marshal under California Health and Safety Code Section 12500 et seq.
4. The name, address and telephone number of the owner of the designated location of the fireworks stand. The applicant shall supply a copy of a recorded deed evidencing its ownership of the designated location, or an executed lease, rental, or license agreement evidencing that the applicant has the legal authority to locate and operate a fireworks stand at the designated location. An applicant may request that the proposed location of its stand be changed if such request is made prior to June 1st and the applicant pays the transfer fee of \$50, provides the ownership or lease documents required in this section, and timely complies with all other inspections and permitting requirements required by law for the new location.
5. Pay a nonrefundable application and permit fee as set forth in Section 22-3 (Appendix A - Fee Schedule)..
6. Upon the approval of such application, the applicant shall complete the following prior to the issuance of a permit:
 - (a) Post a \$200 deposit with the City of Compton to guarantee that all trash and debris shall be cleared from the premises of the temporary fireworks stand by the date so stipulated in paragraph n of subsection 22-2.10;
 - (b) Indemnification Requirement. The applicant shall include an Indemnification and Hold Harmless Agreement in favor of the City of Compton in substantial compliance with this section, which must be executed by every applicant prior to the issuance of any permit under this section. Pursuant to the Indemnification and Hold Harmless Agreement, the permittee shall agree to defend, indemnify, protect and hold the City, and its elected officials, officers, representatives, agents and employees harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including its own employees, agents or officers which arise from, or are connected with, or are caused or claimed to be caused by any firework stand owned by or attributable to the permittee; provided however, that the permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or sole willful misconduct of the City.
 - (c) Insurance Requirements - Stands on Public Property. The applicant shall file with the City Clerk a certificate policy of public liability insurance, naming the City of Compton, its officials, officers and employees as an "additional insured," in an amount of not less than \$500,000 combined single limit for any injury to persons and/or damage to property by reason of construction, use and maintenance of such firework stand on public property. The policy shall provide that the insurance coverage shall not be cancelled or reduced by the insurance carrier without the City having been given 10 days prior written notice thereof by such carrier. The permittee shall provide and keep in force that policy of public liability insurance during such time as it continues to operate any firework stand under the terms of this section. If the insurance is cancelled at any time during the term of the permit, it shall be grounds for revocation of the permit. No firework stand may constructed, used or maintained until permittee provides the City with evidence of the requisite insurance, including proof on the endorsement page(s) that the City is an "additional insured."
 - (d) Successful applicants agree to submit copies of receipts for expenditures by September 1st of the operating year. The permittee shall use the net proceeds derived from its operations under the permit only for the benefit of the City of Compton and no other purpose. Failure to comply will result in a disqualification from operating a firework stand the subsequent calendar year.

§ 22-2.7. Processing of Applications. [Ord. #2232, § 4]

The Fire Chief shall cause to be investigated compliance of applications with the provisions of this code and such rules and regulations as have been promulgated thereof and shall submit to the City Clerk a report of his or her findings and his or her recommendations for or against the issuance of the permit. The City Clerk may make such further investigations, as he/she deems necessary to establish the existence or nonexistence of facts material to the application. The City Clerk shall notify the applicant of the date of the hearing on the application before the City Council.

§ 22-2.8. Granting or Denial of Permits. [Ord. #2232, § 4]

The City Council, after a hearing thereon and in its sole discretion, may grant or deny a permit to sell fireworks. The City Council shall use the following criteria for granting permits:

- a. Whether the applicant in fact complies with the eligibility requirements set forth in section;
- b. The amount of community activity of the applicant;
- c. The length of community service of the applicant;
- d. The manner in which funds have been used by the applicant for prior community services;
- e. The size of the annual budget of the applicant used in community service;
- f. Such other community activities of the applicant as the Council deems relevant; and
- g. Applicants shall be notified by the City Clerk of the acceptance or rejection of such application for a license.

§ 22-2.9. Inspections. [Ord. #2232, § 4]

- a. The applicant, by acceptance of the permit shall agree that fire officials and police officials may make inspections of the fireworks stand at any time.
- b. Prior to the final issuance of a license to sell, the applicant shall have had the proposed fireworks stand inspected by the appropriate representatives of the Compton Fire Department, and shall have received certification by the Compton Fire Department that the proposed fireworks stand complies with the applicable provisions of this code, the State Fireworks Law and all regulations promulgated pursuant thereto.

§ 22-2.10. Sales of Fireworks; Stands. [Ord. #2232, § 4]

- a. No person other than the permit holder shall operate the fireworks stand for which the permit is issued or share or otherwise participate in the profits of the operation of such stand.
- b. No person other than the individuals, who are members of the permitted, or the wives or husbands or adult children of such members, shall sell or otherwise participate in the sale of the fireworks at such stand. No person other than those actually engaged in selling the fireworks shall occupy the interior of the stand.
- c. No person shall be paid any consideration for selling or otherwise participating in the sale of fireworks at such stand.
- d. Nothing contained in subsections 22-2.1 through 22-2.9, and in this subsection shall limit the powers granted to the Compton Fire Department and its employees under this code.
- e. No one less than 18 years of age shall sell or participate in the sale of "safe and sane fireworks."
- f. During hours of operation, the sales booth shall be staffed by no less than two qualified personnel. The licensee shall be responsible for appropriate security and safe keeping of fireworks stored overnight in

temporary fireworks stands.

- g. No fireworks shall be erected within 1/2 mile of any other stand, nor within 100 feet of any gasoline station or commercial garage, nor within 25 feet of any structure. The minimum setback from the street curbing shall be 10 feet.
- h. Fireworks stands shall be constructed entirely out of metal and shall have metal flooring attached. No fireworks stand shall have a floor area in excess of 400 square feet.
- i. All electrical wiring must be enclosed in conduits. The breaker boxes shall be GFI breakers. The manufacturer must have installed all wiring. Absolutely NO electrical wiring will be done at the stand site. All standards shall meet the approval of the Compton Building and Safety Department, prior to the beginning of sales.
- j. No generators will be allowed within 25 feet of the fireworks stand.
- k. "No Smoking" signs must be displayed on and in the fireworks stand.
- l. Firework stand in excess of 24 feet in length must have at least two exits; and each stand in excess of 40 feet in length must have at least three exits spaced equal distance apart; provided, however, that in no case shall the distance between exits exceed 24 feet.
- m. Each stand shall be provided with two, 2 1/2 gallon soda-and-acid or water pressure type fire extinguishers, underwriter approved, IN GOOD WORKING ORDER, and easily accessible for use in case of fire.
- n. No fireworks shall be distributed within the City of Compton to any retail permitted or other person prior to neither June 30th nor later than 10:00 p.m. on July 4th. Stands shall only be open between the hours of 9:00 a.m. to 10:00 p.m. No stand may be erected before June 25 and shall be removed from the temporary location by 2:00 p.m., on the 9th day of July and all unsold stock and accompanying litter shall be cleared from the location by 5:00 p.m. on July 5.

§ 22-2.11. Exceptions. [Ord. #2232, § 4]

The provisions of this section shall not prohibit any person who is a manufacturer, wholesaler, dealer, or jobber, having a permit secured pursuant to the provisions of this section, from storing or selling any kind of fireworks for direct shipment out of the City of Compton or from storing or selling at wholesale any safe and sane fireworks to permittees hereunder; or the use of torpedoes, flares, or fuses by railroad or other transportation agencies for signal purposes or illumination; or the sale or use of blank cartridges for ceremonial purposes, athletic or sport events, or military ceremonies or demonstrations; or the sale of dangerous fireworks to permittees having a permit as provided for in this section for public displays; or the use and display of fireworks of whatever nature by any person engaged in the production of motion pictures, theatricals, or operas when such use and display is a necessary part of such production.

§ 22-2.12. Public Displays. [Ord. #2232, § 4]

Any person planning to make a public display of fireworks shall first make a written application for a permit to the Chief of the Compton Fire Department or his designee at least 10 days in advance of the date of display.

It shall be the duty of the Chief of the Compton Fire Department or his designee to make an investigation and submit a report of his findings and recommendations for or against the issuance of the permit, together with his reasons thereof, to the City Council. The City Council shall have the power, in its discretion, to grant or deny the application.

§ 22-2.13. Applications for Public Displays. [Ord. #2232, § 4]

The applicant for such public display permit shall, at the time of the application, furnish proof that he carries compensation insurance for his employees, as provided by the laws of the State, and that he has filed with the City

Clerk a bond with at least two good and sufficient sureties, to be approved by the City Council, in the sum of not less than \$1,000, conditioned upon the applicant's payment of all damages to persons or property which shall or may result from, or be caused by, such public display or fireworks or any negligence on the part of the applicant, or his agents, servants, employees, or subcontractors in the presentation thereof. If the permit is granted, the sale, possession, and use of fireworks for the public display shall be lawful for that purpose only.

§ 22-2.14. Rules and Regulations. [Ord. #2232, § 4]

The Chief of the Compton Fire Department or his designee shall adopt reasonable rules and regulations for the granting of permits for and the presentation of public displays of fireworks. Every such display shall be handled or supervised by a competent and experienced pyrotechnic operator approved by the Chief of the Compton Fire Department or his designee. All public displays of fireworks shall be of such character and so located, discharged, or fired as not to be hazardous or dangerous to persons or property.

No permit issued or authorized to be issued by the provisions of this section shall be transferable.

§ 22-2.15. Deliveries. [Ord. #2232, § 4]

No person shall transport, convey, or deliver any dangerous fireworks, except for permittees making deliveries to other permittees, or to locations for public displays of fireworks authorized by the provisions of this code, or to distributors outside the City of Compton.

§ 22-2.16. Gasoline Storage. [Ord. #2232, § 4]

No person shall sell or discharge any fireworks in any public garage or public oil station or on any premises where gasoline or other inflammable liquids are stored or dispensed, or where more than four motor vehicles are stored.

§ 22-2.17. Rubbish. [Ord. #2232, § 4]

No person shall allow any rubbish to accumulate on any premises where fireworks are stored or sold.

§ 22-2.18. Violations: Penalties and Seizure. [Ord. #2232, § 4; 6-2-2020 by Ord. No. 2321]

Any person violating any provision of this section or knowingly or intentionally misrepresenting to any officer or employee of the City of Compton any material fact in procuring the license or permit provided for in this Code shall be guilty of a misdemeanor.

In addition thereto, any such misrepresentation or violation shall constitute grounds for the revocation of the permit by the City Council on 24 hours' notice to the permittee, or if any such violation is committed in the presence of the Chief of Police or any law enforcement officer or City employee authorized to enforce this Code, the City Manager shall be empowered, upon receiving a written and signed report thereof from any such officer or employee, to close any such sales booth or stand.

Any person authorized or enjoined to arrest or issue a citation (pursuant to Section 1-7 of this Code) any person for the violation of this section is equally authorized and enjoined to seize any fireworks, including safe and sane fireworks, the possession, display or discharge of which is by this section prohibited, in the possession or under the control of the person so arrested or cited. The seizure of such fireworks shall be maintained by the City pursuant to the regulations adopted by the State Fire Marshal.

§ 22-2.19. Wholesale Permit. [Ord. #2232, § 4]

- a. The City Council may, in its discretion, grant a wholesale permit for the possession and wholesale distribution of safe and sane fireworks within the City of Compton to any person licensed by the State Fire Marshal as a manufacturer, importer, exporter, or wholesaler of safe and sane fireworks. Any such permit shall be upon the terms and conditions provided in this code, and shall contain the provisions set forth in this code.

- b. Such wholesale permit shall, unless revoked by the City Council, be automatically reissued from year to year; provided, however, that the permittee shall annually, on or before March 31st of each year, file an application therefor in the same form as an application for the original permit, and shall pay the application fee required by subsection 22-2.21a.

§ 22-2.20. Application for Wholesale Permit. [Ord. #2232, § 4]

Any application for a wholesale permit to engage in the possession and wholesale distribution of safe and sane fireworks in the City of Compton shall conform to the following requirements:

- a. It shall be in writing, verified and accompanied by a nonrefundable application fee and a refundable fireworks stand removal deposit in amounts set forth in subsection 22-2.21a;
- b. It shall be filed with the City Clerk on or before March 31st of the year in which such permit is to be effective;
- c. It shall be accompanied by a statement that, upon issuance of a permit, the applicant will deliver to the City of Compton a products liability, public liability and property damage insurance policy or bond in the amount of not less than \$1,000,000. Such policy shall be with a corporate insurance company and in such form as shall be approved by the City Attorney, and shall name the City of Compton, its officers and employees as additional insured;
- d. It shall contain such other information as may be required by any City of Compton representative(s);
- e. It shall set forth the name, principal place of business and telephone number of the applicant, its State fireworks license number or numbers, the names and addresses of its principal partners, owners or officers, and the name, residence address and capacity of the person signing the application;
- f. It shall contain a statement that fireworks will not be furnished, sold, distributed or placed in the possession of any person or organization in the City of Compton, or for sale, use or distribution in the City of Compton, unless such person or organization holds a valid and unrevoked permit from the City of Compton to so possess, sell, use or distribute such fireworks.

§ 22-2.21. Fee Imposed Upon Distributors. [Ord. #2232, § 4]

- a. Each fireworks wholesaler or distributor providing safe and sane fireworks to organizations or persons licensed under this code shall pay an annual regulatory fee to the City of Compton in an amount established by resolution of the City Council.
- b. The fee required by this section shall be payable within five days from the date that the City Clerk notifies applicants that their permit has been approved.
- c. No fireworks wholesaler or distributor may supply, offer for sale or sell fireworks, unless and until the fee imposed by this subsection has been paid to the City of Compton and the City of Compton has issued a permit.

§ 22-2.22. Violations: Administrative Fines. [Added 6-2-2020 by Ord. No. 2321]

- a. In order to encourage and obtain compliance with the provisions of this section for the benefit and protection of the entire community, every violation of a provision of this section shall be subject to an administrative fine and/or penalty in accordance with § 1-7 of this Code.
- b. The imposition of fines related to "dangerous fireworks" under this section shall be limited to persons who possess, sell, use and/or display, or the seizure of, 25 pounds or less (gross weight) of such dangerous fireworks.
- c. Fines collected pursuant to this section related to "dangerous fireworks" shall not be subject to Health and Safety Code Section 12706, which section provides that certain fines collected by a court of the state be

deposited with, and disbursed by, the County Treasurer. However, the City shall provide cost reimbursement to the State Fire Marshal pursuant to regulations to be adopted by the State Fire Marshal addressing the State Fire Marshal's cost for the transportation and disposal of "dangerous fireworks" seized by the City, which costs will be part of any administrative fine imposed. Unless and until said regulations have been adopted by the state of California, the City shall hold in trust \$250 or 25% of any fine collected, whichever is greater, to cover the cost reimbursement to the State Fire Marshal for said cost of transportation and disposal of the "dangerous fireworks."

- d. Every person who applies for and receives a "block party permit", or similar license or approval required by the City to close a street or otherwise reserve or use a piece of City property shall comply with all conditions imposed upon the issuance of such permit, license or approval, including but not limited to taking all reasonable efforts necessary to ensure that "dangerous fireworks" are not used at said event. A violation of this condition of such permit, license or approval shall be subject to a separate administrative fine under the provisions of this section. Likewise, any person who fails to obtain any "block party permit", license or other such approval from the City when such person is so required by the Code shall be subject to a separate administrative fine under this section as well as an additional administrative fine if "dangerous fireworks" are used at and during said event.
- e. Because of the serious threat of fire or injury posed by the use of "dangerous fireworks" that can result from persistent or repeated failures to comply with the provisions of this Code and the effect of such conditions or activities on the safety and the use and enjoyment of surrounding properties and to the public health, safety and welfare, this section imposes strict civil liability upon the owners of residential real property for all violations of this Code existing on their residential real property. Each contiguous use, display and/or possession shall constitute a separate violation and shall be subject to a separate administrative fine.

§ 22-2.23. Administrative Fines; Penalties. [Added 6-2-2020 by Ord. No. 2321]

- a. Each person who violates any provision of this Code as it relates to the possession, use, storage, sale and/or display of "dangerous fireworks" shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$1,000	\$250	\$1,250
Second	\$2,000	\$500	\$2,500
Third	\$3,000	\$1,000	\$4,000

- b. A person who fails to obtain a "block party permit", license or approval from the City when such a person is required by the Code shall be subject to administrative fine or fines under this section as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$500	\$125	\$625
Second	\$1,000	\$250	\$1,250
Third	\$1,500	\$500	\$2,000

- c. Any person who does obtain a "block party permit", license or approval from the City as required by this Code where there was a condition imposed upon the issuance of such "block party permit", license or approval requiring the person to make all reasonable efforts necessary to ensure that "dangerous fireworks" are not

used at said event and said person is said to be in violation of the permit by virtue of the fact that there were "dangerous fireworks" used at said event shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$1,500	\$375	\$1,875
Second	\$3,000	\$750	\$3,750
Third	\$5,000	\$2,000	\$7,000

- d. Each person who uses "safe and sane fireworks" on or at dates, times and/or locations other than those permitted by this ordinance shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$500	\$150	\$650
Second	\$1,000	\$300	\$1,300
Third	\$1,500	\$600	\$2,100

§ 22-3. APPENDIX "A" FEE SCHEDULE. [Ord. #2232, § 4; Ord. #2295 § 13]

Fire Permits/Plan Checks/Field Inspections/Special Activities Fees. The City Council shall, by ordinance or resolution, from time to time determine and fix the amount to be assessed as annual Fire Permit Fees.

SEPTEMBER 26, 2023

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

ROLL CALL

Council Members Present: D. Duhart, J. Bowers, L. Darden, Mayor E. Sharif

Council Members Absent: A. Spicer

Other Officials Present: E. Perrodin, V. McDaniel, B. Mims, J. Groomes

ANNOUNCEMENT FROM THE WATER DEPARTMENT – VICTOR MEZA

Victor Meza, Director of the Water Department, cautioned the community about solicitors going door-to-door telling residents that their water is contaminated and undrinkable. He declared that those statements are false and encouraged the residents to contact the Water Department if they know where these individuals are located.

***Councilperson Spicer in at 5:38 p.m.**

Councilperson Spicer asked Mr. Meza to address what the City is doing to advise the residents about solicitations. Mr. Meza stated that they are posting public service announcements on the City's website and placing inserts in the water bills.

Councilperson Spicer recommended that flyers be posted inside of Council Chambers and at Dollarhide.

Councilperson Duhart stated that she observed the solicitors in the First District and reported them to the City Manager.

HEARING(S) – 5:45 P.M. A PUBLIC HEARING TO CONSIDER AN APPEAL OF A PLANNING COMMISSION DECISION TO DENY A REQUEST BY KIPP SOCAL SCHOOLS TO CONSTRUCT AND OPERATE A 500-STUDENT CHARTER MIDDLE SCHOOL ON A VACANT LOT LOCATED AT 900 EAST COMPTON BLVD (ARB CASE NO. 23-0031) (ITEM NO. 6)

City Manager Groomes announced that KIPP SOCAL Schools will not be proceeding with the project at this time and will respectfully withdraw their appeal.

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. **CERTIFICATE PRESENTATION – HABITAT FOR HUMANITY OF GREATER LOS ANGELES, ACKNOWLEDGING THE AGENCY AND STAFF WHO ASSISTED IN THE REPLACEMENT OF THE SUNNYCOVE FENCE (COUNCILPERSON BOWERS) (PRESENTATION MADE)**

Councilperson Bowers presented certificates of appreciation to Habitat for Humanity Greater Los Angeles staff in recognition of their hard work and efforts to rebuild the fence around Sunny Cove: C. Rodriguez, Owens Corning LLC. (funder), Luis Garcia, Fidel Sanchez, M. Mobarhuni, Fernando Hernandez, Gilbert Gonzales, Brittany Henderson, Brandy Caldoron, D. Menardez, Ernesto Iglesias and Sandra Lighter.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Juanita Wilson, Public Relations Chair for the Veteran's Stand-Down, reported on the success of the 20th Annual Veteran's Stand-Down held over the weekend. Ms. Wilson confirmed that the feedback was positive and acknowledged the following individuals for their support: Mayor Sharif and City Council, City Treasurer Mims, Assemblymember Mike Gipson, Office of Senator Steve Bradford, Compton Unified School District, Los Angeles Board Supervisor Holly Mitchell,

Compton College, CUSD Board Trustee Charles Davis, Bishop Guillory, Dr. Keith Curry, Congresswoman Maxine Waters, Superintendent Bradley, ROTC Children, retired City Clerk Alita Godwin, Compton Entertainment Chamber of Commerce, Dr. Lestean Johnson, Charlie London and countless volunteers. To see the event in detail, visit the website at www.FortheLoveofOurVeterans.org

Michael Celyz, Municipal Area Manager for Republic Services, acknowledged the residents' frustration and assured them that they are working with City staff to fast track an action plan.

Devan Kinkaid, Republic General Manager, declared that Compton will be made a priority and announced that he will be present on the first Tuesday of every month to address the residents' questions, comments and concerns.

Jermaine Paul, Joshua Generation Ministries, petitioned the Mayor and City Council to use the Dollarhide facility to host a community event.

Mayor Sharif referred Mr. Paul to a staff member.

Kimberly Woods, Vice President of Neighborhood Housing Services, encouraged women over 40 to visit their mammogram clinic on Saturday, October 7.

Marie Brown East Rancho Dominguez, complained about the air quality in her neighborhood. She expressed a concern for her neighbor's health and made reports of people experiencing painful breathing.

Anthony Lewis recommended that Republic give all of their customers a 30-day credit as restitution for poor service. He called the corner of Wilmington and Greenleaf a hazardous area and asked the City Council to re-visit rebuilding the wall.

Mr. Martin petitioned Councilperson Duhart to alert the Sheriffs' Department about car break-ins in the First District. He also asked the City Council to partner with the Sheriff's Department to address the street-takeovers on Grandee and Stockwell.

Missy Barbara asked that Item Number 7 be removed from the agenda. She also asked that Resolution Number 25,198 be reviewed for loopholes. She petitioned Councilperson Duhart to address the condition of Grandee Avenue and asked the City to deliver its newsletters.

Joyce Kelly referenced Item Numbers 7, 8 and 9 - and asked the City Manager if he sought direction from other cities during the planning phase of the bridge project. She also asked that someone explain why this project is costing the City \$5.8M.

Lynn Boone challenged Councilperson Spicer's legal authority on the City Council. She urged the residents to vote for people that will represent them - and cited a need for a special election.

Vanessa conveyed her support for the comments made by Ms. Boone. She also asserted the importance of residents being allowed to exercise their right to vote.

Tanya Lewis asked the City Manager if the City receives any revenue from the Crystal Casino. She also requested a report regarding the revenue that Dollarhide receives.

Jackie Ventures asked the City Manager to address whether the City gave the Olson Company property and \$2.5M. She also asked the City Manager to address the lack of restaurants and movie theatres in the City of Compton.

Fidel Marquez petitioned the City Manager to address the fallen tree on Compton Boulevard before someone files a lawsuit. He referenced Item Number 7 and asked the City Manager why this item was not included in the budget.

REGULAR AGENDA

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

2. APPOINTMENT(S) OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL – FEDERAL GRANTS ADVISORY BOARD (CMC SECTION 2-14.1) (COUNCILPERSON DUHART)

On motion by Spicer, seconded by Darden, to appoint **Elizabeth Atkinson** to the Federal Grants Advisory Board by the following vote on roll call:

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

On motion by Spicer, seconded by Darden, to appoint **Barbara Calhoun** to the Federal Grants Advisory Board by the following vote on roll call:

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

3. REMOVAL OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL – FEDERAL GRANTS ADVISORY BOARD (4-6-23) KENNETH LYNCH

On motion by Spicer, seconded by Darden, to remove **Kenneth Lynch** from the Federal Grants Advisory Board by the following vote on roll call:

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

CITY MANAGER’S REPORT

4. A PRESENTATION ON THREE PROPOSED DENSITY BASED LAND USE ALTERNATIVES FOR THE PROPOSED GENERAL PLAN 2045 UPDATE

Jose Rodriguez, MIG, offered a PowerPoint Presentation to the City Council highlighting 3-preliminary land-use alternative drafts & graphics from the Proposed General Plan 2045 Update.

Councilperson Spicer recommended the addition of EV charging stations and parking to the community benefits section.

Councilperson Bowers recommended the addition of infrastructure needs to the community benefits section.

Councilperson Duhart recommended the addition of mandated street improvements for new developments to the community benefits section.

Councilperson Bowers spoke in opposition to Alternative 3 and declared an infinite need for infrastructure improvements throughout the City.

Mayor Sharif asked Mr. Rodriguez if the City Council can modify the community benefits section. Mr. Rodriguez replied affirmatively.

City Attorney Perrodin asked Mr. Rodriguez if the City can use the Compton airport as leverage to lower the density. Mr. Rodriguez commented that the airport cannot be used due to minimal requirements for the density in lower income sites.

Councilperson Spicer recommended Alternative 2.

Councilperson Bowers asked Mr. Rodriguez if the State is requiring cities to build 1,004 units. Mr. Rodriguez maintained that the State is requiring cities to show that they have land-use and zoning in place to accommodate 1,004 units.

Councilperson Bowers requested the addition of restaurants in the General Plan 2045 Update.

The City Council approved Alternative 2.

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR LIFE ASSIST MEDICAL SUPPLIES, INC. FOR THE PURCHASE OF MEDICAL SUPPLIES AND RELATED EQUIPMENT FOR THE CITY OF COMPTON FIRE DEPARTMENT (\$125,000.00)

On motion by Duhart, seconded by Darden, **Resolution Number 25,905** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR LIFE ASSIST MEDICAL SUPPLIES, INC. FOR THE PURCHASE OF MEDICAL SUPPLIES AND RELATED EQUIPMENT FOR THE CITY OF COMPTON FIRE DEPARTMENT (\$125,000.00)**” was adopted by the following vote on roll call:

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

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO CONSIDER AN APPEAL BY KIPP SOCAL TO EITHER UPHOLD OR REVERSE THE PLANNING COMMISSION’S DECISION TO DENY THEIR REQUEST TO CONSTRUCT AND OPERATE A 500 STUDENT CHARTER (**REMOVED**)
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT’S 2023-2024 FISCAL YEAR BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR BEADOR CONSTRUCTION COMPANY, INC. FOR THE ARTESIA BOULEVARD OVER ALAMEDA STREET AND ACTA/UPRR BRIDGE REPAIR PROJECT, CIP# 23-01 (\$4,819,430)

Councilperson Spicer inquired about the person responsible for managing this project.

City Manager Groomes confirmed that the City is seeking to hire a firm to serve as the construction manager (Item Number 9).

Councilperson Bowers asked the City Manager to address the amendment portion of this resolution. City Manager Groomes confirmed that this project is state-funded, and this amendment will bring these monies into this year’s budget to pay for this contract.

Councilperson Darden asked the City Manager if these funds are a part of the \$12M grant from the state.

John Strickland, Project Manager of Public Works, replied affirmatively.

On motion by Duhart, seconded by Darden, **Resolution Number 25,906** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT’S 2023-2024 FISCAL YEAR BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR BEADOR CONSTRUCTION COMPANY, INC. FOR THE ARTESIA BOULEVARD OVER ALAMEDA STREET AND ACTA/UPRR BRIDGE REPAIR PROJECT, CIP# 23-01 (\$4,819,430)**’ was adopted by the following vote on roll call:

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

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT’S 2023-2024 FISCAL YEAR BUDGET AND AUTHORIZE THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR BIGGS CARDOSA ASSOCIATES, INC. STRUCTURAL ENGINEERS TO PROVIDE ADDITIONAL DESIGN COORDINATION AND CONSTRUCTION SUPPORT SERVICES FOR THE ARTESIA BOULEVARD OVER ALAMEDA STREET AND ACTA/UPRR BRIDGE REPAIR PROJECT, CIP# 23-01 IN AN AMOUNT NOT TO EXCEED \$124,824

Councilperson Bowers asked the City Manager if the design phase of this project is complete.

City Manager Groomes replied affirmatively and noted that this agreement will pay for additional design services, if necessary.

On motion by Darden, seconded by Spicer, **Resolution Number 25,907** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT’S 2023-2024 FISCAL YEAR BUDGET AND AUTHORIZE THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR BIGGS CARDOSA ASSOCIATES, INC. STRUCTURAL ENGINEERS TO PROVIDE ADDITIONAL DESIGN COORDINATION AND CONSTRUCTION SUPPORT SERVICES FOR THE ARTESIA BOULEVARD OVER ALAMEDA STREET AND ACTA/UPRR BRIDGE REPAIR PROJECT, CIP# 23-01 IN AN AMOUNT NOT TO EXCEED \$124,824**” was adopted by the following vote on roll call:

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

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT’S 2023-2024 FISCAL YEAR BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR MARK THOMAS & COMPANY, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ARTESIA BOULEVARD OVER ALAMEDA STREET AND ACTA/UPRR BRIDGE REPAIR PROJECT, CIP# 23-01 (\$884,664)

Councilperson Duhart inquired about the construction timeline.

City Manager Groomes confirmed that construction should commence in approximately 30 days.

On motion by Duhart, seconded by Spicer, **Resolution Number 25,908** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT’S 2023-2024 FISCAL YEAR BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR MARK THOMAS & COMPANY, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ARTESIA BOULEVARD OVER ALAMEDA STREET AND ACTA/UPRR BRIDGE REPAIR PROJECT, CIP# 23-01 (\$884,664)**” was adopted by the following vote on roll call:

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

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT’S 2023-2024 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY AND THE CITY OF COMPTON AND ISSUE A PURCHASE ORDER (\$25,875)

On motion by Duhart, seconded by Darden, **Resolution Number 25,909** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT’S 2023-2024 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY AND THE CITY OF COMPTON AND ISSUE A PURCHASE ORDER (\$25,875)**” was adopted by the following vote on roll call:

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

NOES: Council Members – None

ABSENT: Council Members – None

COUNCIL COMMENTS

Councilmember Darden offered the following communications/announcements:

- Asked the City Manager to schedule a “Groundbreaking Ceremony for the Artesia Bridge Project”
- Commented on the success of the Compton Entertainment Chamber of Commerce Business Mixer and 20th Annual Veteran’s Stand-Down
- Invited the residents to attend the “Compton College Transfer Fair” to be held on Saturday, October 5. Fall classes begin on October 14.
- Requested the status on the city-wide camera system.
- Recommended a reward system for illegal dumping in the City.
- Requested the meeting be adjourned in memory of former Councilperson Amos Clay.

Councilmember Bowers offered the following communications/announcements:

- Announced the availability of the City’s Emergency Preparedness Pamphlet on all social media platforms.
- Announced the “Third District Townhall” meeting scheduled to be held on Saturday, October 14 from 10:00am to 12:00pm at Burrell McDonald Park. Staff will be on site to answer questions from the residents.
- Invited the residents to attend the Compton Alumni Charter - Delta Sigma Theta Sorority “Jazz on the Grass” to be held on Saturday, September 30 at Compton College
- Invited the residents to apply for the Pacific Asian Consortium Employment (PACE) “Household Water Assistance for Low-Income Families” program. For more information contact Alicia Thompson (310) 605-5612

Councilmember Spicer offered the following communications/announcements:

- Announced that he would be going live on Facebook/Instagram tomorrow at 5:30pm to discuss updates and answer questions.
- Announced the “Baby Items Giveaway” scheduled to be held on Thursday, September 28 at the Secret Place Church starting at 12:30pm

- Announced the “Afro-Latino Cultural-Fest” scheduled to be held on Saturday, September 30 at Dollarhide from 11:00am to 6:00pm
- Announced a “Free Housing Resource Fair” scheduled to be held on Wednesday, October 4 from 10:00am to 3:00pm. The event will provide resources for people living with HIV/AIDS or at-risk for being homeless.
- Announced the Compton Initiative & Bright Lights of Compton “Community Clean-Up” scheduled to be held on Saturday, October 21. Participants will meet at 212 West Cypress Street at 9:00am.

Councilmember Duhart offered the following communications/announcements:

- Commented on the success of the 20th Annual Veterans Stand-Down
- Announced the “First District Townhall” scheduled to be held on Saturday, October 7 from 10:00am to 12:00pm at NHS located at 1051 Rosecrans Avenue
- Proclaimed that for the month of August 2023, the City received \$89,626.77 from the Crystal Casino. For more information, the residents can call the City Treasurer’s Office at (310) 605-5515
- Asked the City Clerk to place an item on the agenda authorizing a Cressy Legend hall of fame presentation
- Requested the meeting be adjourned in memory of Dorothy Mae Kelly

Mayor Sharif offered the following communications/announcements:

- Encouraged the youth to apply for the California Fire Fighter Joint Apprenticeship Committee. For more information call (424) 344-0961
- Invited the senior community to attend “Coffee with the Mayor: Senior Health Edition” scheduled to be held on Thursday, September 28 at Dollarhide from 10:00am to 1:00pm
- Commented on the success of the Middle Mile Broadband Initiative and the 20th Annual Veteran’s Stand-Down

ADJOURNMENT

On motion by Duhart, seconded by Darden, the meeting was adjourned in memory of **Amos Clay** and **Dorothy Mae Kelley** at 8:01 p.m. by the following vote on roll call:

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

NOES: Council Members – None

ABSENT: Council Members – None

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

MAY 07, 2024

The Compton City Council meeting was called to order at 4:30 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence Ceremony and the Pledge of Allegiance was also led by Mayor Sharif.

ROLL CALL

Council Members Present: D. Duhart, A. Spicer, J. Bowers, Mayor E. Sharif
Council Members Absent: L. Darden (**At The Beginning of Roll Call.**)

Other Officials Present: E. Perrodin, V. McDaniel, Willie A. Hopkins,

CLOSED SESSION AGENDA ITEM

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: City Controller
Pursuant to California Government Code Section 54957

AUDIENCE COMMENTS REGARDING CLOSED-SESSION AGENDA ITEMS ONLY

Rodney Lister made a comment about the controller's office and its ability to respond promptly with city residents when inquiries are made. He also indicated he had not had interactions with the city manager directly but indicated the difficulties trying to contact key people in his staff.

City Attorney Perrodin indicated two closed-session items regarding public employee performance evaluation: California government code Section 54957 for the City Manager and city Controller.

On a motion by Spicer, seconded by Duhart to recess the meeting to closed session at 4:37 p.m., by the following vote on roll call.

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

On a motion by Duhart, seconded by Darden, the meeting reconvened from the closed session by the following vote on roll call:

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

REPORT OUT ON CLOSED SESSIONS ACTION(S)

City Attorney Eric Perrodin reported out that the City Council met in closed session regarding Public Employee Evaluation Title City Manager and City Controller pursuant to California Government Code Section 54957.

City Attorney's office wasn't present but, evaluation took place for the city manager. Nothing to report. No evaluation was done on the city controller.

Mayor Sharif responded that the city controller has been extended to next week.

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PROCLAMATION FOR PROFESSIONAL MUNICIPAL CLERKS WEEK - Mayor Emma Sharif (**Presentation Held**)

PROCLAMATION FOR PACIFIC ISLANDER HERITAGE MONTH – Mayor Emma Sharif (**Presentation Held**)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Mark Smith agreed that the Pacific Islanders and Samoan populations haven't been recognized. Encouraged those watching to become a part of the resources and employment for diversity, inclusion, and equity. Mr. Smith also suggested slogans like "Please keep our -- keep your beaches clean," substituting "keep Compton hate free. Keep Compton clean, period.

Mika’el Saint spoke about having approval from the fire chief to film a series called Black Smoke about a battalion of black firefighters.

Maria Villareal from the Latina Chamber of Commerce thanked Council and Mayor for participating in Cinco de Mayo.

Abril Villanueva expressed support fostering inclusivity and accessibility in resolution authorizing the city manager to establish a purchase order for the translation of the city charter and commended the new city manager for hard work, dedication and proactive approach and commitment to serving the City.

Joyce Kelly commented Compton has never had a problem with immigration, and, therefore, not need for CHIRLA in Compton.

Anthony Lewis spoke about the town center issue, the Artesia Bridge, the need for code enforcement for vendors, street takeovers in front of Ross and Best Buy and shooting fireworks. Woodlawn will be open on Mother's Day from 9:00 to 1:00. All visitors must park or sign a waiver, and park on the streets outside, no decorations, balloons or metal object.

Rodney Lister spoke in regards to General Item No. 4, entering into contractual service for temporary workers for the controller's office and the inability to hire permanent staff.

Yewande Ayodele thanked Council for the opportunity to serve as a commissioner for the City. She was also interested in informing the community about HBCUs. Informed of new HBCU at University of Laverne.

Raykei Taveras is founder of a non profit in Compton, Peace MTLO, which gives back to parents affected by infant death hosted every 20th at the Moonwater Farm for free, providing food, drinks. Brought awareness of her brother being murdered, in 2009, May 5th at 13 years old. Family had been marching for 15 years. Expressed disappointed in Council for not attending march in memory of Draysean Earl on May 5 in their advocacy to stop gun violence.

Lynn Boone expressed the need for change and to use the voting box to aid in that change. She expressed that most on the City Council need training in the Brown's Act and Robert Rules of Order.

Denise Jacobs expressed a concern for the look of the city because of the lack of street signs. She expressed a need for more council visibility.

Council Member Bowers stated a plan was in place for street signs. Public works puts up signs.

Vanessa Cain stated the new city manager is working on a lot of things, street signs, et cetera. Vanessa expressed CHIRLA should not be awarded a building.

Sean Earl expressed his dissatisfaction with board not attending the Peace March For Draysean Earl, his son.

Mary Jackson, Draysean Earl's mom, expressed disappointment to Mayor Sharif for not attending the March 2024 peace march.

Mayor Sharif responded to Ms. Jackson that she had intentions to be there to help. Mayor Sharif advised that she had Ms. Jackson's phone number and would be reaching out to her.

Clinton Stewart spoke regarding the lack of cleanliness in the City of Compton and street markers compared to cities in the South such as: North Little Rock, St. Louis, Houston, and that they are really clean. The streets are marked where you can see them. He is now 88 years old. Stuart made a comment about Wilmington that it's a mess, and it's been like that for years.

Fidel Marquez spoke about lack of accountability in the Controller's office and roof condition for AC. He also expressed concern about budget for gas for City vehicles and City giving away buildings for \$1.00.

Missy Barabara expressed concern about minutes not identifying speakers and Smart & Final, potential closing. She indicated a "no" to CHIRLA and concern about the horses in the city dropping their waste. She also expressed concern about City Council's understanding Robert Rules, the Brown Act or the charter.

Derek Horn requested help from the Council to resolve an employment issue he incurred as a result of a road rage incident.

Mr. Mac Miller was present to advocate for Mr. Horn, his nephew with his employment issue.

Minnie Henry expressed concern about extra cost being incurred to pull same-day permits in the City and the request for removal of tarps in driveways.

Kinsey Jones referenced concern about prostitutes on Long Beach Boulevard and street permanent repair instead of patching.

Chase Day, a restaurant owner, expressed concerns of the street vendors also expressed concern about making Nord street a one-way street for safety concerns.

CONSENT AGENDA

Council Member Bowers also had questions about No. 9 with regard to the fuel purchase, indicating the last purchase was \$300,000.

City Manager Hopkins clarified that fuel use is approximately 5,000 gallons per month, and fluctuating fuel prices play a role, as do POs currently open.

Council Member Duhart expressed concern of the \$25,000 purchase order to Home Depot for stolen tools at general services yard on Alondra and prevention of the future theft.

General Services Director, Nebraska Jones commented that all tools had been relocated to the basement of City Hall until the yard is secure to prevent further theft as well as relocating the power box inside the location.

On a motion by Spicer, seconded by Duhart, the Consent Agenda was approved by the following vote on roll call:

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

APPROVAL OF MINUTES

2. September 5, 2023 – (Received and Filed)

REGULAR AGENDA

CITY MANAGER’S REPORT

12. A REQUEST TO SCHEDULE THE 2024 FIREWORKS PUBLIC HEARING (**May 28, 2024 at 5: 35 p.m.**)

Council Member Darden suggested that we were not going to have a firework stand because the nonprofits didn't meet the deadline.

Madam City Clerk Vernell McDaniel explained that we did receive applications that were vetted out, asking for a hearing to bring the information before the council.

Deputy City Clerk Calicia Godwin replied that the last day to submit the applications was April 1, and 12 applications were received. There's a time period from March to April, and they were submitted on April 1st and reviewed. All met the requirements to come back for a second year.

On a motion by Spicer, seconded by Darden to move to Regular Agenda Item, by the following vote on roll call:

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

NEW BUSINESS

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
DECLARING MAY, 2024 PACIFIC ISLANDER HERITAGE MONTH IN THE CITY
OF COMPTON

On a motion by Spicer, seconded by Duhart, **Resolution Number 26,033** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING MAY, 2024 PACIFIC ISLANDER HERITAGE MONTH IN THE CITY OF COMPTON**’ was adopted by the following vote on roll call:

AYES: Council Members - Duhart, Spicer, Bowers, Darden, Sharif

NOES: Council Members - None
ABSENT: Council Members - None

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

Council Member Spicer clarified that the City was receiving market-rate rent.

City Manager Hopkins corroborated the comments by Council Member Spicer.

Council Member Bowers commented the verbiage in the agreement, "civic engagement," needed to be removed from the agreement because it calls for political involvement, which is not allowed for a nonprofit or in a city building.

CHIRLA REPRESENTATIVE explained that CHIRLA would not be engaging in political activities. They were a 501C3.

City Manager Hopkins encouraged removing the language "civic engagement."

On a by Duhart, seconded by Spicer, **Resolution Number 26,034** entitled ‘ **A RESOLUTION OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH THE COALITION FOR THE HUMANE IMMIGRANT RIGHTS (CHIRLA) FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 700 NORTH BULLIS ROAD**’ was adopted by the following vote on roll call:

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

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A DONATION AGREEMENT BETWEEN THE CITY OF COMPTON AND THE CRESSEY PARK LEGENDS FOR THE INSTALLATION OF THE PROPOSED COMPTON CONNIE MACK BASEBALL LEAGUE MEMORIAL AT GONZALES PARK

On a motion by Duhart, seconded by Darden, **Resolution Number 26, 035** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A DONATION AGREEMENT BETWEEN THE CITY OF COMPTON AND THE CRESSEY PARK LEGENDS FOR THE INSTALLATION OF THE PROPOSED COMPTON CONNIE MACK BASEBALL LEAGUE MEMORIAL AT GONZALES PARK**’ was adopted by the following vote on roll call:

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

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ESTABLISH A PURCHASE ORDER TO ACCO ENGINEERED SYSTEMS FOR HVAC PROJECTS AND SECURITY CAGES FOR EIGHT (8) CITY-OWNED FACILITIES (\$996,367.53)

Council Member Spicer had questions about the security of the current security cages that were in place.

Mr. Jones indicated there were no issues with the cages. They are fortified and functioning properly.

Mayor Sharif wanted to know how long it would take to get the cages, if approved.

Mr. Jones commented about, probably, two to three weeks.

On a motion by Darden, seconded by Duhart, **Resolution Number 26, 036** entitled ‘**A RESOLUTION OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ESTABLISH A PURCHASE ORDER TO ACCO ENGINEERED SYSTEMS FOR HAVC PROJECTS AND SECURITY CAGES FOR EIGHT (8) CITY-OWNED FACILITIES (\$996,367.53)**’ was adopted by the following vote on roll call:

AYES: Council Members - Duhart, Spicer, Bowers, Darden, Sharif

NOES: Council Members - None
ABSENT: Council Members - None

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE COMMUNITY DEVELOPMENT DEPARTMENT FISCAL YEAR 2023-2024 BUDGET IN THE AMOUNT OF TWO HUNDRED TEN THOUSAND SEVEN HUNDRED SEVEN DOLLARS AND EIGHT CENTS (\$210,707.08) AND ESTABLISH A PURCHASE ORDER FOR THE ARROYO GROUP IN THE AMOUNT OF TWO HUNDRED TEN THOUSAND SEVEN HUNDRED SEVEN DOLLARS AND EIGHT CENTS (\$210,707.08) FOR PREPARATION AND COMPLETION OF THE MTA FUNDED COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN AND ENVIRONMENTAL IMPACT REPORT

Council Member Bowers suggested a staff member do a presentation on this item.

City Employee articulated that this is an old contract and the purpose was to meet financial obligations and as a result the City would get reimbursed.
The contract was already approved and city needs to pay the invoice to Arroyo Group in order to get reimbursed by the MTA.

On a motion by Spicer, seconded by Duhart, **Resolution Number 26,037** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE COMMUNITY DEVELOPMENT DEPARTMENT FISCAL YEAR 2023-2024 BUDGET IN THE AMOUNT OF TWO HUNDRED TEN THOUSAND SEVEN HUNDRED SEVEN DOLLARS AND EIGHT CENTS (\$210,707.08) AND ESTABLISH A PURCHASE ORDER FOR THE ARROYO GROUP IN THE AMOUNT OF TWO HUNDRED TEN THOUSAND SEVEN HUNDRED SEVEN DOLLARS AND EIGHT CENTS (\$210,707.08) FOR PREPARATION AND COMPLETION OF THE MTA FUNDED COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN AND ENVIRONMENTAL IMPACT REPORT**’ was adopted by the following vote on roll call:

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

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT (CIP3 18-01, PHASE 2B) AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION (\$317,918.18).

On a motion by Duhart, seconded by Darden, **6** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT (CIP3 18-01, PHASE 2B) AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION (\$317,918.18)**’ was adopted by the following vote on roll call:

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

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT’S 2023-2024 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A SECOND AMENDMENT OF AGREEMENT NO. R0919 WITH AND ESTABLISH A PURCHASE ORDER FOR ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY (ACTA) IN AN AMOUNT NOT-TO-EXCEED TWO HUNDRED TWENTY-SIX THOUSAND DOLLARS (\$226,000.00)

City Manager Hopkins explained that this is primarily for the project that is underway, which is replacing existing fire-damaged portion, two spans of the Artesia bridge, and that's what the resolution was for.

On a motion by Duhart, seconded by Spicer, **Resolution Number 26,039** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT’S 2023-2024 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A SECOND AMENDMENT OF AGREEMENT NO. R0919 WITH AND ESTABLISH A PURCHASE ORDER FOR ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY (ACTA) IN AN AMOUNT NOT-TO-EXCEED**

TWO HUNDRED TWENTY-SIX THOUSAND DOLLARS (\$226,000.00) was adopted by the following vote on roll call:

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

5:35 P.M. PUBLIC HEARING TO RESCIND AND RATIFY RESOLUTION NUMBER 25,337 THE 2020-2021 ANNUAL ACTION PLAN, 2020-2024 CONSOLIDATED PLAN, AND SUBMITTING A SUBSTANTIAL AMENDMENT TO THE CDBG-CV FUNDING PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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

AYES: Council Members - Duhart, Spicer, Bowers, Darden, Mayor Sharif
NOES: Council Members - None
Absent: Council Members - None

Grants Manager, Turmel Woods stated is the public hearing for CDBGCV [sic]. This funding was presented to the City back in 2020, 2021 in the amount of \$1,673,980. The city allocated two projects, which were never realized.

There were some new suggestions for qualified uses of the funds, and, therefore, it was a requirement to have a public forum. The notice was published April 17th and required to run 15 days in order to present those suggestions.

Must meet national objective which is to prevent and eliminate blight, benefits to low- and moderate-income persons and meet the urgent need.

At a minimum 70% of CDBGCV funds which is a one-time grant or allocation to the city is to benefit low- and moderate-income persons and also to prepare, prevent and respond to COVID.

Proposed activities include: Administration and planning 20 percent; Microbusiness grants to local businesses for sustainability, Broadband upgrades, touchless water fountains, and a Gazebo at Tucker Park.

COMMENTS REGARDING THE PUBLIC HEARING

Yewande Ayodele wanted to know is there proposed time line associated with the projects presented?

Turmel Woods said no time line as of right now. If the project doesn't tie back to COVID, it would be an ineligible activity.

Lynn Boone wanted to know who made the decision for how the money was going to be allocated and Suggested the broadband upgrade be done for Council Chambers. Ms. Boone also communicated that the Public Hearing was not properly noticed procedurally.

Turmel Woods reiterated the publication was announced on April 17th, 2024. It's on the city's Web Site and it was also published on Channel 36. Any comments, prior to the day of the hearing, could have been submitted to the grant's division office. Staff, had received technical assistance from HUD for the proposed projects.

City Manager Hopkins commented that these are only staff recommendations. The staff's assistance was to make sure they comply with the rules or guidelines of Housing and Urban Development.

He also mentioned the lot of cops for surveillance in certain areas of the City and a plan to purchase 10 to 15, which Mr. Trammel corroborated.

Fidel Marquez opposed touchless water fountains but thought that assisting businesses was a good idea with a fair process. He preferred improving city parks or city facilities over assisting businesses.

On a motion by Spicer, seconded by Duhart, the public hearing was closed at 8:00 p.m. by the following vote on roll call:

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

Council Member Darden wanted clarification on how many camera systems could be purchased for the \$150,000 and anticipated delivery date.

Turmel Woods answered in the affirmative as to cost and the need for RFP for bidding and a contract signed before purchase.

Council Member Duhart inquired as to who would be monitoring the cameras.

Turmel Woods replied it would be virtual through an app that could be connected to the Sheriff's Department. Mr. Tony Ward can more accurately answer questions concerning monitoring.

Mayor Sharif was concerned about the monitoring of the cameras and about the insurance on the equipment.

Turmel Woods expressed that as we get to that point, he will have more information on monitoring the insurance, etc.

Council Member Darden sought clarification on the microbusiness grant program, specifically how businesses would be selected to receive the \$25,000 grant.

Turmel Woods must have a business license located in the city, and they were developing applications where specific questions were asked: Were affected BY COVID-19? What's the sustainability process, tax returns, business license, et cetera?

City Manager Hopkins reiterated that if the council had any recommendations or suggestions, they were free to make them. These were staff recommendations only.

Council Member Duhart felt that the clubhouse at the golf course could use some of the money.

Turmel Woods expressed the opinion that the clubhouse would not qualify as a covered expense, which City Manager Hopkins corroborated.

COUNCIL COMMENTS

Council Member Darden offered the following communications/announcements:

- informed that on Friday, May 10th, she and Councilwoman Duhart are hosting a Jewels of the City Mother's Day luncheon and are at capacity.
- Saturday, May 11th, is an official grand opening of the new playground equipment at Kelly Park, beginning at 11:00 a.m. and ending at noon.
- May is a recognition of Maternal Mental Health Month, National Walking Month, Debt Awareness Week, International Nurse's Day, Mother's Day, US 2024, and National Teacher Appreciation Day.
- Ms. Darden spoke of the American Rescue Fund, which will look at qualified projects that can be done with the funds. The money has to be encumbered by December 2024.
- On Long Beach Boulevard, a group of people were walking. Pastor Rafer Owens and his team were out walking, ministering to the young ladies on the street. This ministry is conducted every fourth Saturday of the month from 12 to 1:00 p.m.

Council Member Bowers offered the following communications/announcements:

- recognized the ABC Adult Schools' outstanding student award recipients for 2023/24, specifically Ms. Jada Respir. This adult school serves over 4300 local students annually.
- The 3rd District has a town hall meeting scheduled for Saturday, June 8th, from 10:00 a.m. to 12:00 p.m. at Burrell McDonald Park with different speakers from various departments, businesses, and organizations within and outside of the city to address pivotal topics occurring within the city.

Council Member Spicer offered the following communications/announcements:

- announced a Mother's Day luncheon on May 08, 2024, at Dollarhide Community Center between the hours of 1 and 4:00 with catered food, worship from Faith Inspirational Church, and live music as well. It will be open to all residents after the luncheon.

- If you need baby supplies, diapers, toys, clothes, or various products, there will also be a baby supply giveaway on May 08, 2024, at 700 N. Bullis Rd., between 12 p.m. and 2:30 p.m.
- Public safety is one of our top priorities, and we are taking this prostitution and human trafficking issue very seriously. we're all looking at different alternatives to address that issue in both Districts 2 and 4.

Council Member Duhart offered the following communications/announcements:

- stated on Saturday, May 18, she will be co-hosting the fourth annual community resource fair in partnership with Compton advocates.
- The fair will be held at Neighborhood Housing Services from 11:00 a.m. to 3:00 p.m. with over 50 vendors in attendance providing community resources.
- You're invited for the dedication ceremony of the new 2024 fire service fleet on May 30th from 1:00 p.m. to 4:00 p.m. at Fire Station 1. Station 3, will receive two new vehicles, a truck and an engine.
- Also note if you or someone you may know is suffering from mental illness, you are encouraged to contact the National Alliance on Mental Illness at www.nami.org to find valuable resources, support groups and information about mental health conditions.
- The month of May is, also, dedicated to raising awareness about arthritis, a condition characterized by inflammation of the joints and causes pain, stiffness and swelling.
- If you suffer from arthritis, you are encouraged to practice regular exercise, clean eating and weight control. These practices can significantly lower chance of developing arthritis.
- AED defibrillator will be delivered Thursday, May 9th.

Mayor Sharif offered the following communications/announcements:

- informed about Lowe's Government Affairs Team is currently, recruiting for a manager for the Government Affairs West Division to join the team.
- They're looking for a collaborative proactive and detail oriented professional with a strong track record navigating political landscapes and building relationship with diverse internal and external stakeholders.
- To read about the roll, please contact her office at (310) 605-5662. If you're interested, please give the office a call.
- Hosting another citywide dump day for Saturday, May 18th for residence to drop off bucket items and waste at 700 N. Bullis Rd. Please come by and dump items free of cost. There will also be pickup services for Districts 1 and 3.
- And you can give the office a call at (310) 605-5662 and schedule an appointment if you would like your items to be picked up.
- On Saturday May 25th, the Mayor's office along with a Compton 125 Historical Society will be hosting the City of Compton 136 Birthday Founders Day hosted at Dollarhide.

AJOURNMENT

On motion by Spicer, seconded by Duhart, the meeting was adjourned in memory of **Diane Paul and James P. Winston** at 8:27 p.m. by the following vote on roll call:

AYES: Council Members - Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members - None
Absent: Council Members - None

May 28, 2024

TO: HONORABLE MAYOR AND 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 AMEND THE FISCAL YEAR
2023-2024 BUDGET APPROPRIATING FUNDS FROM FUND BALANCE
AND ESTABLISH A PURCHASE ORDER WITH MARS
ENVIRONMENTAL, INC. FOR ENVIRONMENTAL DISPOSAL
(\$20,025.75)**

SUMMARY

The adoption of this resolution will authorize the City Manager to amend the Fiscal Year 2023-2024 Budget and establish a purchase order with Mars Environmental, Inc. for environmental disposal in the amount of Twenty Thousand Twenty-Five Dollars and Seventy-Five Cents (\$20,025.75).

BACKGROUND

The Public Works Street Maintenance Department (Department) is responsible for the operation and maintenance of the City's infrastructure, including maintaining roadways, sewers and streetscapes. The Department's day-to-day operation generates a substantial amount of hazardous waste each year.

Hazardous waste refers to waste materials that possess properties capable of causing harm to human health or the environment. These wastes can take various forms, including gases, solids, liquids and sludges. Hazardous wastes may also include chemicals, flammable substances, batteries, solvents, oil, paint and hazardous waste containers. Proper storage and disposal of hazardous waste ensures that these pollutants are contained, until collected by an authorized waste courier.

The Department has historically utilized an authorized waste removal firm to collect and dispose of the City's hazardous waste materials. Engaging the services of professional hazardous waste management firms benefits the City. These specialized firms employ trained personnel with expertise in handling and disposing of hazardous materials safely. They also possess the necessary knowledge, equipment and facilities to comply with local environmental regulations and minimize potential risks. Through responsible waste handling, the City contributes to a cleaner, healthier future for the environment and the community.

STATEMENT OF THE ISSUE

To ensure the safe management of hazardous waste, the Department researched the cost of environmental disposal with hazardous waste management firms and solicited the following quotes to ensure the City receives the best price:

<u>Vendor</u>	<u>Price</u>
Mars Environmental, Inc.	\$ 20,025.75
Clear Blue Environmental	\$ 20,184.00
Action Cleanup	\$ 20,496.00

Mars Environmental, Inc. was the most cost-efficient and reliable service in comparison with the other quotes received. The firm was the most responsive to the services sought by the City.

Pursuant to Resolution No. 25,001, adopted by the City Council on April 23, 2019, the City Manager is authorized to expend up to \$25,000.00 to any one single vendor in a fiscal year; however, the City has reached the threshold for Mars Environmental, Inc. for Fiscal Year 2023-2024. Therefore, City Council's approval is required for this item.

FISCAL IMPACT

Funding is available in the Public Works Street Maintenance Equipment Rental Fund Balance and shall be appropriated as follows:

Increase in expenditure appropriations to the Public Works Street Maintenance Department FY 2023-2024 Budget

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
6000-720-000-4234	Disposal Fees	\$20,025.75

ALTERNATIVE

No other alternative is being proposed.

RECOMMENDATION

Staff recommends that the City Council adopt 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 AMEND THE FISCAL YEAR 2023-
2024 BUDGET APPROPRIATING FUNDS FROM FUND BALANCE AND
ESTABLISH A PURCHASE ORDER WITH MARS ENVIRONMENTAL, INC. FOR
ENVIRONMENTAL DISPOSAL (\$20,025.75)**

WHEREAS, the day-to-day operation of the Public Works Street Maintenance Department (Department) generates a substantial amount of hazardous waste each year; and

WHEREAS, hazardous waste refers to waste materials that possess properties capable of causing harm to human health or the environment; and

WHEREAS, hazardous wastes may include chemicals, flammable substances, batteries, solvents, oil, paint and hazardous waste containers; and

WHEREAS, proper storage and disposal of hazardous waste ensures that pollutants are contained, until collected by an authorized waste courier; and

WHEREAS, the Department has historically utilized an authorized waste removal firm to collect and dispose of the City's hazardous waste materials; and

WHEREAS, to ensure the safe management of hazardous waste, the Department researched the cost of environmental disposal with hazardous waste management firms and solicited the following quotes to ensure the City receives the best price:

<u>Vendor</u>	<u>Price</u>
Mars Environmental, Inc.	\$ 20,025.75
Clear Blue Environmental	\$ 20,184.00
Action Cleanup	\$ 20,496.00

WHEREAS, Mars Environmental, Inc. was the most cost-efficient and reliable service provider; and

WHEREAS, Funding is available in the Public Works Street Maintenance Equipment Rental Fund Balance and shall be appropriated as follows:

Increase in expenditure appropriations to the Public Works Street Maintenance Department FY 2023-2024 Budget

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
6000-720-000-4234	Disposal Fees	\$20,025.75

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

Section 1. That the City Manager is hereby authorized to establish a purchase order in the amount of Twenty Thousand Twenty-Five Dollars and Seventy-Five Cents (\$20,025.75) with Mars Environmental, Inc. for environmental disposal from Account No. 6000-720-000-4234.

Section 2. That funding is available in the Public Works Street Maintenance Equipment Rental Fund Balance and shall be appropriated as follows:

Increase in expenditure appropriations to the Public Works Street Maintenance Department FY 2023-2024 Budget

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
6000-720-000-4234	Disposal Fees	\$20,025.75

Section 3. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, City Attorney and Public Works Street Maintenance Department.

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) ss
CITY OF COMPTON)

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

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

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

CITY CLERK OF THE CITY OF COMPTON

**Staff: Orders and Purchases Cannot Be Made
Until an Executed Purchase Order Is Received!!!**

Clean up hazardous waste

Item Number	Quantity	Product Description	Price	Total
	1	Environmental disposal See Attachment	\$ 20,025.75	\$ 20,025.75
		see Quote	\$ -	\$ -
				\$ -
		To clean up and tow away barrels of		\$ -
		oil, buckets paint, florescent lamps and bulbs		\$ -
		Including Technician and supervisors labor fees		\$ -
				\$ -
		Sub Total	\$	20,025.75
		Tax		
		Total	\$	20,025.75

Debbie Buckner	Verified By	Date
Employee's Signature	2/28/2024	

Director's Approval _____ Date _____

**PURCHASES WITHOUT APPROVAL FROM STREET SUPERINTENDENT AND
WILL PERSONALLY BE RESPONSIBLE FOR PAYMENT**

FOR OFFICE USE ONLY

Beginning Balance	\$0.00
Deduct Payment	\$0.00
Ending Balance	\$0.00

$$\begin{array}{r} 9,049 - 8.223 \\ 9,049 - 12.523 \\ = 18,098 \end{array}$$

Mars Environmental, Inc.
(714) 692-2358
MarsEnvironmental@gmail.com

Estimate

DATE	ESTIMATE NO.
2/12/2024	020924.2

NAME / ADDRESS
City of Compton, Public Works Debbie Buckner/Damien Timmons 205 South Willowbrook Avenue Compton, CA 20220

Pick up address
Additional material

			TERMS
			Net 15
ITEM	DESCRIPTION	QTY	TOTAL
TECHNICIAN	Labor, Technicians(s), \$74.00 per hour, may be billed actual, estimated hours.	16	1,184.00
SUPERVISOR	Labor, Working Supervisor, \$95.00 per hour, may be billed actual, estimated hours.	16	1,568.00
SUPPLY-ENV	Misc supply, box straps, stretch wrap, missing bung/lids	1	250.00T
PPE	tyveks, gloves, masks, etc.	4	160.00
NR CP cyb	Paints. Non RCRA commodity pack, cyb. Includes hard to handle liquid containing items: Paints, inks, resins, epoxies, polymers	4	1,700.00
NR CP cyb	Oils. Non RCRA commodity pack, cyb. Includes hard to handle liquid containing items: Paints, inks, resins, epoxies, polymers	6	2,550.00
stop fee >20	Stop fee to pick up drums/boxes/totes.	1	980.00
NR 55-30 Liquid/Solid	Used oils and water. Non RCRA liquid/solid 30-55 gallon	2	290.00
NR Tote	Asphalt slurry, partially hardened. Non RCRA liquid/solid	4	2,500.01
Flam Liq D 35	Liquid Flammable Solvents, Dispersible/Pumpable Sludge, <5000 BTU. >76% sludge/dispersible solids.	1	650.00
CP Flam cyb	100% Pourable Liquids Only. No epoxy resins, isocyanates, styrenes, asphalt or adhesives. P Max 550 lbs (246kgs) for CYB, Excess weight \$1.70/lb	1	1,850.00
Box CY	Cubic Yard Box HCS Haz box with lid, 6 rail liner, straps. 2200 lb. capacity	2	234.00T
Please remit payment to Mars Environmental, Inc. P.O. Box 220, Stanley, WI 54768			TOTAL

SIGNATURE _____

PO Number _____

BILLING EMAIL _____

EPA Number _____

Days/Hours _____

Alt. Contact name/PH _____

Fuel and Energy Surcharge - Rate: 15% \$6,203.10

Estimated Project Total: \$48,092.15

Page 2
City of Compton

Unless the above quote states that it is a "FLAT RATE QUOTE," this quote is only an estimate. Actual invoicing will be based on the unit pricing above. Per load cost based on 1 hour loading and 1 hour unloading. Demurrage over 1 hour will be billed at \$ 95.00/hr plus surcharge.

Manifesting, profiling and labeling will be provided by Clear Blue Environmental as a service to City of Compton. Your waste will be handled according to all local, state, and federal laws. This proposal is valid for 30 days from the date above. Payment Terms: Invoices to be paid within 30 days of receipt of invoice with approved credit. All prices contingent upon acceptance into treatment facility.

Thank you for providing Clear Blue Environmental the opportunity to submit this proposal for your review and consideration. Please do not hesitate to call me at (714) 323-7278 if you have any questions or if we can be of further service. Thank you.

Please sign below and email back to jschoenfeld@clearblueenv.com if you agree with the above proposal and to order commencement of the project.

Authorized Signature

Date

Print Name

Title

March 27, 2024



City of Compton Department of Public Works
Street Maintenance Division
458 S. Alameda Street
Compton, Ca 90220
Attn: Debbie Buckner

Re: Hazardous Waste in Hazardous Waste Storage Area

Dear Ms. Buckner,

Action Cleanup Environmental Services (ACES) is pleased to present this proposal to City of Compton for the project referenced above.

Project Scope of Work

Action Cleanup Environmental Services will perform the following tasks:

- Mobilization to Public Works Yard in the City of Compton.
- Segregation of hazardous waste and lab packing chemicals.
- Labor, Equipment, Material to bulk compatible liquids and solids and provide chemical characterization of unknown chemicals
- Transportation of packaged hazardous waste to a pre-approved disposal facility
- Demobilization back to terminal.

Proposal cost:

The budget to perform the tasks mentioned above is proposed to be completed on a Per Unit basis as shown below: Total of \$20,496.00 includes an 14% Environmental and Insurance Surcharge per Invoice.

Description	Estimated Quantity	Unit of Measure	Rate	Subtotal
Labor	3	DAY	\$2,850	\$3,800.00
Equipment	2	DAY	\$2,500	\$2,500.00
Material			\$1,500	\$1,500.00
P.P.E	3	DAY	\$450.00	\$450.00
Haz-Cat Kit	1	EA	\$1,000	\$1,000.00
DISPOSAL				\$10,000.00

May 28, 2024

TO: MAYOR AND CITY COUNCIL
FROM: CITY CLERK
SUBJECT: A REQUEST TO RE-SCHEDULE THE 2024 FIREWORKS PUBLIC HEARING

It is hereby requested that the 2024 Fireworks Hearing be re-scheduled for **June 18, 2024 at 5:35 P.M.** for the City Council to consider the granting or denial of a permit to sell fireworks from June 30, 2024 to July 4, 2024.

VERNELL MCDANIEL
CITY CLERK

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS
CITY MANAGER

MAY 28, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: MUNICIPAL WATER DEPARTMENT

SUBJECT: REQUEST TO SCHEDULE A PUBLIC HEARING FOR CHARGES RELATED TO SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES, DELINQUENCIES TO BE COLLECTED ON THE LOS ANGELES COUNTY TAX ROLL FOR FISCAL YEAR 2024-2025 AND COMBINED OUTSTANDING BALANCES FOR TAX ROLL BILLING FOR FISCAL YEAR 2023-2024 TO BE HELD TUESDAY, JUNE 18, 2024 @ 5:45PM

Effective, July 1, 2023, the City of Compton began billing all single-family and multi-family (without bin service) parcels within the City on the County of Los Angeles Property Tax Roll. The City's franchise hauler, Republic Services, Inc., bills the Charges for multi-family accounts (with bin service) and commercial accounts, by invoice, and may turn over delinquent accounts to the City for collection on the Tax Roll.

The City has prepared a written report that describes (i) the single-family and multi-family (without bin service) parcels, with the amount of the Charges proposed to be collected on the 2024-25 Tax Roll. In addition to the Outstanding Balances for Tax Roll Billing for 2023-2024 (ii) the parcels with delinquent multi-family accounts and commercial accounts (delinquencies of over 90 days) that Republic has turned over to the City to be collected on the 2024-2025 Tax Roll. The Report is on file in the office of the City Clerk and in the City's Water Department.

Any owners of parcels identified in the Report may protest the collection on the 2023-2024 and 2024-2025 Tax Roll of the Charges or the delinquent amounts, as applicable.

Staff recommends that City Council schedule a public hearing on this matter for **Tuesday, June 18, 2024 at 5:45 p.m.**

**JOSE GARFIAS
WATER DEPARTMENT MANAGER**

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS

CITY MANAGER

May 28, 2024

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 FIVE (5) YEAR
LEASE AGREEMENT WITH ANGELS FOR SIGHT FOR THE LEASE OF
CITY-OWNED PROPERTY LOCATED AT 920 NORTH ALAMEDA
STREET

SUMMARY

The City Council will consider a request by the Angels for Sight organization to authorize the City Manager to enter into a five (5) year (i.e. June 1, 2024, through May 31, 2029), agreement for the lease of approximately 1,224 square feet of indoor space at City-owned property, located at 920 North Alameda Street, Compton, California 90221.

BACKGROUND

The City of Compton owns certain real property located at 920 North Alameda Street, Compton, California 90221. Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which mandates that City-owned facilities and/or property *shall not* be leased without first obtaining proper authorization from the City Council (i.e., an adopted resolution) and execution of a written lease agreement [City of Compton Standard Operating Manual, Policy 4.17(A)]. In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate in a City-owned facility shall be ***at least One Dollar (\$1.00) per square foot for indoor space and Fifty Cents (\$0.50) per square foot for outdoor space or vacant property.***

In addition to this required minimum base rental rate, the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, etc.), maintenance and repairs, custodial services and City security. However, the leasing policy does provide that a Tenant that will have exclusive use/occupation of the entire City facility and/or property *shall be solely responsible for all utilities, janitorial, security, and minor, routine interior and exterior maintenance of the facility or property*, with the City responsible for structural and major repairs and maintenance.

STATEMENT OF ISSUE

Historical Background of Organization

According to the prospective Tenant, Angels for Sight (“Angels”) is a non-profit dedicated and committed to providing free vision screening, eye examinations, and glasses to the uninsured and visually impaired. Their goal is to ensure that our children’s vision will provide them with confidence to see the future. Studies have shown that children whom suffer from vision deficiencies are more likely to suffer educationally and socially. At Angels, they believe that the ability for our children to see is critical. Without sight and clear vision, our children’s ability to learn is virtually eliminated.

The proposed lease agreement will provide Angels with exclusive use of the following space at 920 North Alameda Street:

Exclusive Indoor Square Footage	1,224 square feet
Exclusive Outdoor Square Footage	2,216 square feet
Total Exclusive Square Footage	3,440 square feet

Angels seeks City Council approval to enter into a five (5) year lease agreement with the City, beginning June 1, 2024, through May 31, 2029, for exclusive occupation of the entire property. Angels is interested in leasing the subject property for the purpose of administrative offices and support services for their organization.

Angels requests that the Council authorize leasing rental rate provisions different than required by the City’s Leasing Policy; more specifically, a lesser rental amount of One Dollar (\$1.00) per year for the term of the lease agreement. Angels will be responsible for utilities, routine maintenance, minor repairs, custodial, and security. SOM Policy 4.17(A)(1) provides that “...*only the City Council shall have the authority to reduce or waive the standard leasing rates and/or other costs required by the policy and the proposed lease agreement.*” Thus, City Council approval is required for the reduction in and/or waiver of the standard leasing rates.

FINANCIAL 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 Three Hundred Thirty-Two Dollars (\$2,332.00) per month** for the term of the lease for an annual amount of Twenty-Seven Dollars and Nine Hundred Eight Four and Zero Cents (\$27,984.00).

ALTERNATIVE

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

1. Authorize the City Manager to enter into a lease agreement with Angels for Sight for the 5-year term requested (or offer a lesser term) as follows:
 - a. For the minimally recommended City policy rates (i.e. \$1.00 per square foot for indoor space and \$0.50 for outdoor space) of \$2,332.00 per month.
 - b. For some other monthly rental rate.
2. Deny the request to enter into a lease agreement for this location by Angels for Sight.

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:

**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 FIVE (5) YEAR
LEASE AGREEMENT WITH ANGELS FOR SIGHT FOR THE LEASE OF
CITY-OWNED PROPERTY LOCATED AT 920 NORTH ALAMEDA STREET**

WHEREAS, the City of Compton owns certain real property located at 920 North Alameda Street, Compton, California 90221; 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 a City-owned facility shall be *at least One Dollar (\$1.00) per square foot for indoor space and Fifty Cents (\$0.50) per square foot for outdoor or vacant property*; and

WHEREAS, in addition to this required minimum base rental rate, the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, etc.), routine maintenance and minor repairs, custodial services and City security. However, the leasing policy does provide that a Tenant that will have exclusive use/occupation of the entire City facility and/or property *shall be solely responsible for all utilities, janitorial, security, and minor and routine interior and exterior maintenance of the facility or property*; and

WHEREAS, Angels for Sight, a non-profit organization, seeks City Council approval to enter into a five (5) year lease agreement with the City, beginning June 1, 2024, through May 31, 2029, for exclusive occupation of the entire property located at 920 North Alameda Street, Compton, California 90221 for the purpose of administrative offices and support services for their organization; and

Exclusive Indoor Square Footage	1,224 square feet
Exclusive Outdoor Square Footage	2,216 square feet
Total Exclusive Square Footage	3,440 square feet

WHEREAS, the City Council has the discretion of authorizing a lease agreement with Angels for Sight and choose among a number of options:

1. Authorize the City Manager to enter into a lease agreement with the Angels for Sight for the five (5) year term requested (or offer a lesser term) as follows:
 - a. For the minimally recommended City policy rates (i.e. \$1.00 per square foot for indoor space and \$0.50 per square foot for outdoor space) of \$2,332.00 per month for the total exclusive location.

Total cost - **Two Thousand Three Hundred Thirty-Two Dollars (\$2,332.00) per month**, or Twenty-Seven Dollars and Nine Hundred Eight Four and Zero Cents (\$27,984.00) per year.

- b. For some other monthly rental rate.

_____ per month, or _____ per year.

2. Deny 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 five (5) year lease agreement, effective June 1, 2024, through May 31, 2029, with Angels for Sight for the exclusive use of approximately 3,440 square feet of space within the City-owned building located at 920 North Alameda Street, Compton, California 90221 for purposes of administrative offices and support services.

Section 2. That Angels for Sight shall be responsible for all utilities, janitorial, security, and minor and routine interior and exterior maintenance of the facility or property, and the rental rate for the five (5) year term of the lease agreement shall be:

- a. For the minimally recommended City policy rates (i.e. \$1.00 per square foot for indoor space and \$0.50 per outdoor space) of \$2,332.00 per month for the total exclusive location.

Total cost - **Two Thousand Three Hundred Thirty-Two Dollars (\$2,332.00) per month**, or Twenty-Seven Dollars and Nine Hundred Eight Four and Zero Cents (\$27,984.00) per year.

- b. For some other monthly rental rate.

_____ per month, or _____ per year.

Section 3. 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 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) 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
ANGELS FOR SIGHT**

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 **ANGELS FOR SIGHT** (hereinafter referred to as “**LESSEE**”), collectively, the “Parties.”

RECITALS:

WHEREAS, the City of Compton (“**Owner**”), has under its jurisdiction certain real property located at **920 North Alameda Street, Compton, California 90221**; and

WHEREAS, on _____ the City Council adopted Resolution No. _____, which authorized the City Manager to enter into a lease agreement with the **ANGELS FOR SIGHT** (“Lessee”) for a period of Five (5) years, commencing June 1, 2024, through May 31, 2029; 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 Facility
920 North Alameda Street
Compton, California 90221**

[The “Site”]

**Lessee shall lease approximately 1,224 square feet of indoor office space
and 2,216 of outdoor space at the location.**

Total Exclusive Square Footage

3,440 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.

Section 2. Term. This Lease shall be for a term of Five (5) years, commencing June 1, 2024, and shall terminate on May 31, 2029, 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 Three Hundred Thirty-Two Dollars (\$2,332.00) per month**, based on a rental rate of \$1.00 per square foot for indoor space and \$0.50 for outdoor space for exclusive use of the 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: 920 North Alameda Street]

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.), 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.

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. Unless otherwise agreed by Owner in writing, Lessee shall, at its sole cost and expense, make arrangements for and pay for all utilities used by Lessee at or upon the Premises, including but not limited to electric, gas, water, sewer, trash disposal and any other utility charges in connection with the Lessee's use of the leased Premises and security. Prior written approval shall be required for the installation of any utility and/or service that will involve physical alteration of the Premises. Lessee shall reimburse Owner for the cost of repairing any and all damages to the Premises 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 in 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, 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. Lessee shall be responsible for the general maintenance and upkeep, custodial, janitorial, landscaping installation and maintenance, security, non-structural repair, and all other non-structural upkeep of the Premises that it occupies. 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 by the Lessee, its agents, employees business invitees, customers and patrons, except to the extent any such liability is attributable to Owner's negligence or willful misconduct.

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

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

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

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

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

c. **Fire and Casualty Insurance.** Lessee shall maintain fire insurance on such party's own equipment and property or to adequately self-insure the same. Lessee shall provide, or cause to be provided, and maintained at its sole cost property insurance in the amount of the value of the improvements on the

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

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

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

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

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

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

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

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

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

(3) A program of Automobile Liability Insurance with a limit of liability

of not less than One Million Dollars (\$1,000,000.00) for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

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

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

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

Section 12. Damage or Destruction.

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

Repair of Premises. In the event of any lesser damage by casualty (other than that caused by or do the actions/inactions of the Lessee), Owner shall, at Owner’s cost and expense, promptly repair the same to the extent Owner’s insurance proceeds are made available to Owner therefor and provided that (a) such repairs, in Owner’s reasonable good faith opinion, can be commenced within thirty (30) days of the event which necessitated the repair and restoration,

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

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

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

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

Section 13. Hazard Materials. Lessee shall not use any Hazardous Materials in/on 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

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

To LESSEE: Angels for Sight

Long Beach, California 90806
Attn: Lambert Adouki, Interim Director
(562) 810-2837
(310) 537-2100 – 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.

ANGELS FOR SIGHT
LESSEE

By _____
Lambert Adouki, Interim Director

Dated: _____

CITY OF COMPTON/OWNER
Recommended for Approval:

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

Approved by:

By _____ Dated: _____
Willie A. Hopkins, Jr., City Manager

Approved as to form:

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

ATTEST:

Dated: _____ By _____
Vernell McDaniel, City Clerk

Encl:
Resolution No. _____
Diagram of Premises
Business License
Insurance

6166

14
SHEET

P. A.
439-6
883-1 & 10

TRA 11252
2800
2820

REVISED
720405358
760227

840312008-84
89121802001001-10
920224

920813
95062003001001-10
2003060904010002-22

2005021402004001-26
2019022721-26

SEARCH NO

OFFICE OF THE ASSESSOR
COUNTY OF LOS ANGELES
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2019



MAPPING AND GIS
SERVICES
SCALE 1" = 80'

ROSE
AVE

BK
6167

ROSECRANS
AVE

ROSE

TRACT

M B

TEMPLE

AND

GIBSON

TRACT

AVE 40

ST 40

PG
15

ELM
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2800
2820

ST 40

ST 40

PG
12

CEDAR
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MAPLE
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PRUCE
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PG
13

ALAMEDA

M R

32

45

46

RGE 1

ALAMEDA

CITY OF LONG BEACH
CITY OF L A
UND 1/2 INT
UND 1/2 INT

2
POR

CITY
907
3440±SF

CITY
902
2.13±AC

RGE 1

2
POR

3,440 square feet
- 1,224 for building

2,216 sq. ft of outdoor space



CITY OF COMPTON
DEPARTMENT OF GENERAL SERVICES

Re: Lease of Space located at 920 N. Alameda Street, Compton, California 90221

To Whom it may concern:

The Board of Angels for Sight, LLC approved the leasing of commercial property at the above described location subject to the general terms and conditions of this proposal.

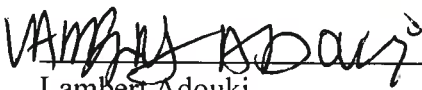
The City of Compton ("Landlord") will lease to the Angels for Sight, LLC ("tenant") property located at 920 N. Alameda Street, Compton, California 9022.

Term of the lease shall be five (5) years, commencing on December 1, 2023 during which tenant will pay annual rent in the amounts of one dollar (\$1.00.)

Tenant also agrees provide up to \$70,000 to \$150,000 in tenant improvements consisting cleaning and maintaining the building interior and maintaining the exterior storefront. Tenant further agrees to provide preventative vision care to eligible uninsured and underserved people in the greater Compton area during the lease term. Tenant's right to extend for four option periods of five years each, on the same terms as during the initial term.

Tenant acknowledges its intent to proceed with the leasing of the captioned property under the above terms, conditions and understanding by signing this proposal.

ANGELS FOR SIGHT, LLC

By 
Lambert Adouki,
Interim Executive Director

Board Members

Dr. Scott T. Anderson,
Doctor of Optometry, Retired
Chairperson

Barbara Sullivan
Sullivan International Inc.
President

Barbara Cocks
Huerta Quorum
President

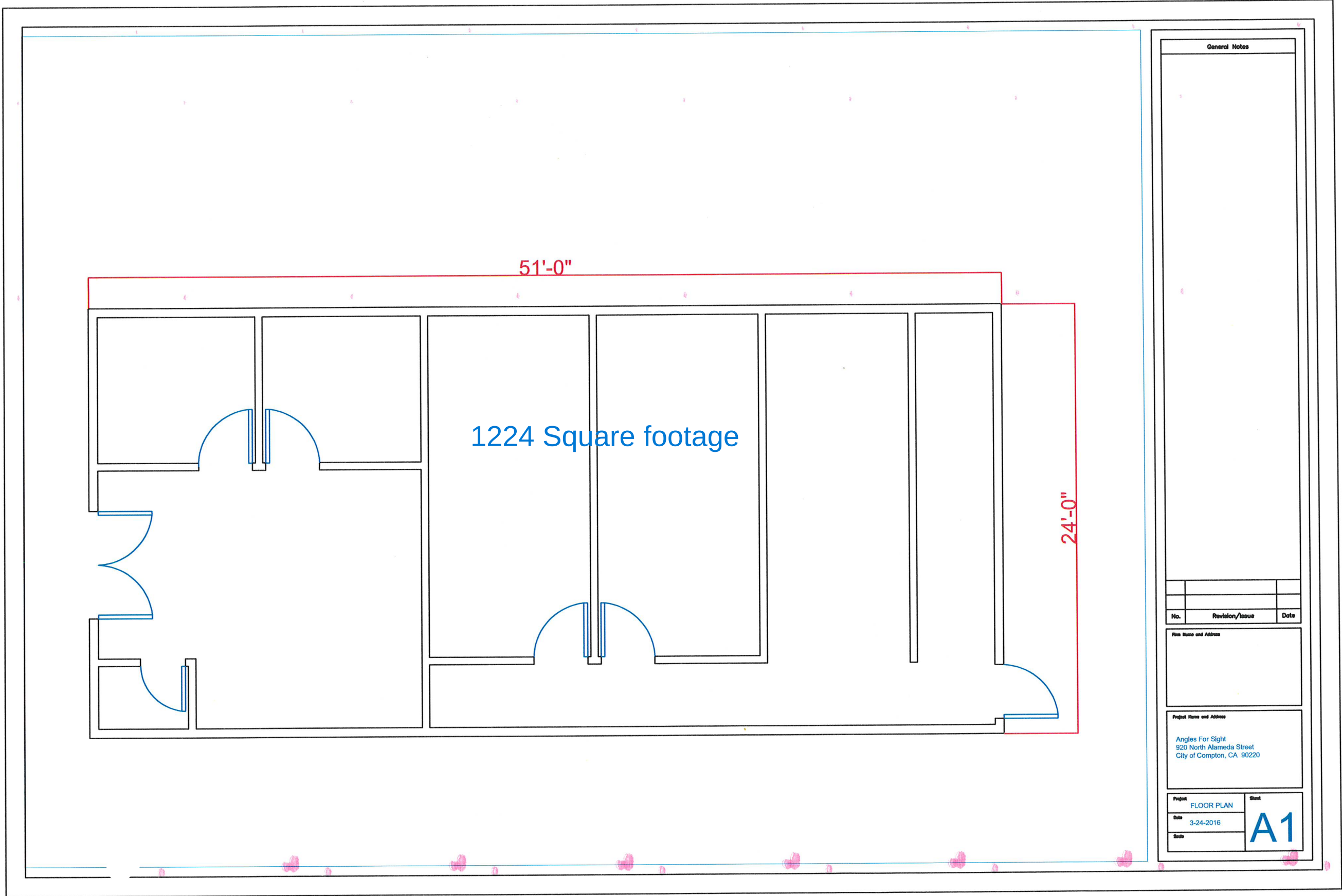
Lambert Adouki
Interim Executive Director

Shea Hamilton
Angels for Sight
Founder

Compton 920 North Alameda Street, Compton, California 90221 • Long Beach 2129 Long Beach Boulevard, Long Beach, California 90806

T 310.5372102 • F 310.5372100 • angelsforsight.vision





General Notes

No.	Revision/Issue	Date

Plan Name and Address

Project Name and Address

Angles For Sight
920 North Alameda Street
City of Compton, CA 90220

Project	Sheet
FLOOR PLAN	A1
Date	3-24-2016
Drawn	

May 28, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL SERVICES DEPARTMENT 2023-2024 FISCAL YEAR BUDGET TO APPROPRIATE \$373,856.96 FROM THE INSURANCE RECOVERY FUND AND ENTER INTO AN AGREEMENT AND ESTABLISH A PURCHASE ORDER TO VINCOR CONSTRUCTION, INC. (\$373,856.96)

SUMMARY

Adoption of the attached resolution will amend the General Services 2023-2024 Fiscal Year Budget and authorize the City Manager to accept the proposal, enter into an agreement, and establish a purchase order to Vincor Construction, Inc. in the amount of **Three Hundred Twenty-Five Thousand Ninety-Three Dollars and One Cent (\$325,093.01)** for interior renovations to the Neighborhood Resource Center and Compton CareerLink facilities and authorize a 15% contingency in the amount of **Forty-Eight Thousand Seven Hundred Sixty-three Dollars and Ninety-Five Cents (\$48,763.95)**.

BACKGROUND

The City of Compton owns property at 600 N. Alameda Street, Compton, CA 90221, known as the Neighborhood Resource Center, and 700 North Bullis Road, Compton, CA 90221, known as Compton CareerLink. In late 2022 and early 2023, California endured severe weather conditions, which had a significant impact on the city. During the winter storms, the city experienced damage to eleven (11) city-owned facilities. The Neighborhood Resource Center and Compton CareerLink were affected by water intruding through the facilities. City staff, in a thorough and diligent manner, filed an insurance claim and was awarded restitution on January 16, 2024, for damages caused by the winter storm in the amount of \$655,254.52.

On April 11, 2024, City of Compton staff, Gordian staff, and state-licensed contractors meticulously inspected and evaluated the repair work needed for both facilities. On May 9, 2024, staff received a comprehensive proposal in the amount of One Hundred Sixty-Nine Thousand Two Hundred Thirty-Nine Dollars and Twenty-Six Cents (\$169,239.26) for the renovations of the Neighborhood Resource Center. On May 13, 2024, staff received a proposal in the amount of One Hundred Fifty-Five Thousand Eight Hundred Fifty-Three Dollars and Seventy-Five Cents (\$155,853.75) for the renovations of the Compton CareerLink facility.

STATEMENT OF THE ISSUE

Staff worked with Vincor Construction, Inc. via Gordian/Sourcwell EZIQC Contract No. CA-R8-GB-101723-VCI to provide renovations to the Neighborhood Resource Center and Compton Careerlink facilities. Their proposal includes a detailed scope of work for each site. Some specifics to their scope include removing existing water damage, demolition, removal and replacement of stained ceiling tiles, mold abatement, asbestos abatement, primer, and painting walls as necessary.

Vincor Construction, Inc. provided the following proposals:

Neighborhood Resource Center	600 N. Alameda St., Compton, CA 90221	(\$169,239.26)
Compton CareerLink	700 N. Bullis Road, Compton, CA 90221	(\$155,853.75)

Vincor Construction, Inc. is offering pricing through its Sourcwell contract. Staff has determined that a formal bidding process is not required for these services per Compton Municipal Code section 4-11-7(c), which 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.*

Sourcwell was formerly known as the National Joint Powers Alliance (NJPA). Participation in Sourcwell is available at no-cost, no obligation, and no liability to public agencies, school districts, state colleges and universities, and local governments. In recent years, membership in the 40-year-old organization has grown rapidly as more publicly funded agencies opt to satisfy their RFP process by using Sourcwell's rigorous vetting in their competitive process and combined membership buying power to save time and money.

Sourcwell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. Sourcwell saves purchasers money by offering better pricing, less time is spent reviewing bids and combines the purchasing power of more than 50,000 organizations. Sourcwell members purchase more than \$3.5 billion annually through the awarded contractors. Government agencies save money because of the purchasing scale advantage they gain from being part of the cooperative membership.

Prompt action is necessary to address the water damage to both facilities to safeguard the health and safety of the occupants and protect the City's assets. By authorizing the hiring of Vincor Construction, Inc., a qualified contractor, we can expedite the repair process and restore the facility to a safe and habitable condition.

Lexington Insurance Company provided insurance recovery funds in the amount of \$655,254.52 for claim 2660846043US, which were deposited into the insurance recovery account number 1001-000-000-3751 on January 16, 2024. Currently, staff has

encumbered \$61,435.00 of those funds, leaving a balance of \$593,819.52 for the remaining facility repairs.

FISCAL IMPACT

Upon approval of this resolution, the City Council will authorize the department to amend the budget appropriation as follows:

Increase in Revenue Appropriation:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1001-000-000-3751	Insurance Recovery	\$373,856.96
1004-000-000-3920	Contributions From Other Funds	\$373,856.96

Increase in Expenditure Appropriation:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1004-600-000-4300	Capital Outlay	\$373,856.96
1001-610-000-4290	Contributions To Other Funds	\$373,856.96

Funds in the amount not to exceed **Three Hundred Seventy-Three Thousand Dollars and Eight Hundred Fifty-Six Dollars and Ninety Six Cents (\$373,856.96)** for this expenditure will be available in the FY 2023-2024 Budget in Account No. 1004-600-000-4300 upon Mayor and City Council approval of the attached resolution.

RECOMMENDATION

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 AMENDING THE GENERAL SERVICES DEPARTMENT 2023-2024 FISCAL YEAR BUDGET TO APPROPRIATE \$373,856.96 FROM THE INSURANCE RECOVERY FUND AND ENTER INTO AN AGREEMENT AND ESTABLISH A PURCHASE ORDER TO VINCOR CONSTRUCTION, INC. (\$373,856.96)

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

WHEREAS, in late 2022 and early 2023, California endured severe weather conditions, in which the winter storms caused damage to various city-owned facilities; and

WHEREAS, the Neighborhood Resource Center and Compton CareerLink were two of the eleven (11) facilities affected by water intruding into the building; and

WHEREAS, City staff filed an insurance claim and was awarded restitution on January 16, 2024, to conduct repairs to those facilities affected by the winter storm; and

WHEREAS, the City of Compton Risk Management Division received compensation for claim number 2660846043US in the amount of \$655,254.52, which was deposited into the City of Compton Insurance Recover Account No. 1001-000-000-3751 on January 16, 2024, and

WHEREAS, on April 11, 2024, City of Compton staff, Gordian staff, and state-licensed contractors meticulously inspected and evaluated the repair work needed for both facilities; and

WHEREAS, staff worked with Vincor Construction, Inc. via Gordian/Sourcwell EZIQC Contract No. CA-R8-GB-101723-VCI to provide renovations to the Neighborhood Resource Center and Compton Careerlink facilities; and

WHEREAS, Vincor Construction, Inc. provided the following proposals; and

Location	Address	Amount
Neighborhood Resource Center	600 N. Alameda St., Compton, CA 90221	(\$169,239.26)
Compton CareerLink	700 N. Bullis Road, Compton, CA 90221	(\$155,853.75)

WHEREAS, Vincor Construction, Inc. is offering pricing through its Sourcwell contract; staff has determined that a formal bidding process is not required for these services per Compton Municipal Code section 4-11-7(c), which 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; and

WHEREAS, staff is requesting the ability to efficiently manage these projects by requesting to issue purchase orders for the renovations and fifteen percent (15%) contingency to Vincor Construction, Inc. in the amount not to exceed **Three Hundred Seventy-Three Thousand Dollars and Eight Hundred Fifty-Six Dollars and Ninety Six Cents (\$373,856.96)**; and

WHEREAS, the General Services Department is requesting to amend the 2023-2024 Fiscal Year budget to appropriate and to transfer funds from the Insurance Recovery Account No. 1001-000-000-3751 to the General Services Department Capital Outlay Account No. 1004-600-000-4300; and

WHEREAS, upon approval of this resolution, expenditures for this project will be allocated in Account No. 1004-600-000-4300 in the amount not to exceed **Three Hundred Seventy-Three Thousand Dollars and Eight Hundred Fifty-Six Dollars and Ninety Six Cents (\$373,856.96)**; and

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

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

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

CITY CLERK OF THE CITY OF COMPTON

Work Order Signature Document

EZIQC Contract No.: CA-R8-GB-101723-VCI

☒

New Work Order



Modify an Existing Work Order

Work Order Number.: 127923.00

Work Order Date: 05/09/2024

Work Order Title: Interior Renovations at 600 Alameda

Owner Name: City of Compton

Contractor Name: Vincor Construction, Inc.

Contact: Nebraska Jones

Contact: John Kang

Phone: 310-605-5519

Phone: (714) 528-2900

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-GB-101723-VCI.

Brief Work Order Description:

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$169,239.26

Owner Purchase Order Number:

Approvals

City of Compton

Date

Vincor Construction, Inc.

Date

Detailed Scope of Work

To: John Kang
Vincor Construction, Inc.
2651 Saturn Street
Brea, CA 92821
(714) 528-2900

From: Nebraska Jones
City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
310-605-5519

Date Printed: May 09, 2024

Work Order Number: 127923.00

Work Order Title: Interior Renovations at 600 Alameda

Brief Scope:

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope of Work

Selective Demolition:

Lobby

- Removal of existing 12" x 12" vinyl floor tile

Main Hallway

- Removal of existing 12" x 12" vinyl floor tile
- Removal of existing water damaged/stained 2' x 4' acoustical ceiling tiles

Kitchen

- Removal of existing water damaged/stained 2' x 4' acoustical ceiling tiles
- Removal of 32 sq. ft. of water damaged plaster hard lid ceiling above T-bar ceiling system

Storage Room 1 (Next to Room 16)

- Removal of existing water damaged/stained 2' x 4' acoustical ceiling tiles
- HEPA vacuum existing floor carpet

Room 8

- Removal of existing water damaged/stained 12" x 12" spline acoustical ceiling tiles

Room 10

- Removal of existing hard lid ceiling with acoustical popcorn finish

Room 10A

- Removal of existing hard lid ceiling with acoustical popcorn finish

Room 17

- Removal of existing water damaged/stained 2' x 4' acoustical ceiling tiles
- HEPA vacuum existing floor carpet

Room 18

- Removal of existing water damaged/stained 2' x 4' acoustical ceiling tiles
- HEPA vacuum existing floor carpet

Room 19

- Removal of existing water damaged/stained 2' x 4' acoustical ceiling tiles

Detailed Scope of Work Continues..

Work Order Number: 127923.00

Work Order Title: Interior Renovations at 600 Alameda

- HEPA vacuum existing floor carpet

Room 20

- Removal of existing water damaged/stained 2' x 4' acoustical ceiling tiles
- HEPA vacuum existing floor carpet
- Removal of existing fire damaged window casing
- Repair Drywall near Windows

Room 21

- Removal of existing water damaged/stained 2' x 4' acoustical ceiling tiles
- HEPA vacuum existing floor carpet

Room 22

- Removal of existing water damaged/stained 2' x 4' acoustical ceiling tiles
- Removal of existing damaged 4" cove base
- HEPA vacuum existing floor carpet

Room 23A

- Removal of existing water damaged/stained 2' x 4' acoustical ceiling tiles
- HEPA vacuum existing floor carpet

Room 23B

- Removal of existing water damaged/stained 2' x 4' acoustical ceiling tiles
- HEPA vacuum existing floor carpet

Mold Abatement:

Room 22

- Installation of a mini containment equipped with a dehumidifier, a HEPA air scrubber filtration unit, zipper door, and sticky mats.
- Removal of water damaged/mold contaminated lower drywall
- Brush Studs, HEPA vacuum, wipe down, and fog area throughout with a mold/biocide cleaning solution such as IAQ 2000 on wall opening.
- Apply a mold/biocide inhibitor encapsulant such as IAQ 6000 throughout all surfaces.
- Run negative air filtration units under scrub mode for a minimum of 24 hours.
- Containment teardown and demobilization of drying equipment upon passing final clearances if required.

Asbestos Abatement

Electrical Room

- Installation of a full containment equipped with critical barriers, a negative air filtration unit, a twostage decontamination chamber, and asbestos regulatory signage.
- Removal of existing 9" x 9" ACM vinyl floor tile and ACM Mastic
- HEPA vacuum, wipe down, and encapsulation of all surfaces within containment prior to final clearances.
- Teardown of containment upon passing final clearances.

Build Back:

Lobby

- Mud, sand, prime and paint existing drywall hard lid ceiling

Main Hallway

- Mud, sand, prime and paint existing drywall on wall
- Provide and Install (N) VCT flooring in Hallway
- Provide and Install (N) Cove Base in Hallway

Detailed Scope of Work Continues..

Work Order Number: 127923.00

Work Order Title: Interior Renovations at 600 Alameda

Provide and Install (N) Ceiling Tile in Hallway

Kitchen

- Installation of 2' x 4' new acoustical ceiling tiles
- Installation of drywall, mud, tape, sand, primer, and paint on ceiling

Storage Room 1

- Installation of 2' x 4' new acoustical ceiling tiles
- Mud, sand, prime and paint existing drywall on walls

Storage Room 2

- Installation of 2' x 4' new acoustical ceiling tiles

Room 5 (Open Office Space)

- Patch and repair plaster hard lid ceiling with acoustical popcorn finish to match existing

Room 8

- Installation of 12" x 12" spline acoustical ceiling tiles

Room 10

- Installation of drywall, mud, tape, sand, primer, and paint on ceiling

Room 10A

- Installation of drywall, mud, tape, sand, primer, and paint on ceiling

Room 14

- Mud, sand, prime and paint existing drywall on walls

Room 15

- Mud, sand, prime and paint existing drywall on walls
- Mud, sand, prime and paint existing drywall on ceiling
- Installation of drywall on ceiling

Room 16

- Mud, sand, prime and paint existing drywall on walls
- Installation of 2' x 4' new acoustical ceiling tiles

Room 17

- Installation of 2' x 4' new acoustical ceiling tiles

Room 18

- Installation of 2' x 4' new acoustical ceiling tiles

Room 19

- Installation of 2' x 4' new acoustical ceiling tiles

Room 20

- Installation of 2' x 4' new acoustical ceiling tiles
- Repair Wall, Prime and Paint as Necessary Near Windows

Room 21

- Installation of 2' x 4' new acoustical ceiling tiles

Room 22

- Installation of 2' x 4' new acoustical ceiling tiles
- Installation of new 4" cove base to match existing.
- Installation of drywall, mud, tape, sand, primer, and paint on wall

Room 23A

- Installation of 2' x 4' new acoustical ceiling tiles

Detailed Scope of Work Continues..

Work Order Number: 127923.00
Work Order Title: Interior Renovations at 600 Alameda

-
- Primer and Paint Walls as Necessary
- Room 23B
- Installation of 2' x 4' new acoustical ceiling tiles
 - Primer and Paint Walls as Necessary

Clarifications:

1. Any Additional Work Not Included in The Scope of Work Above or Resulting Due to Pre-Existing/Unforeseen Conditions Are Not Included in This Estimate.
2. The Work to Be Performed Regular Business Hours.
3. This Estimate Excludes Any Work Related to ACM, Lead, or Mold Unless Specified in the Select Locations during Jobwalk Conducted on 4/11/24.
4. This Estimate Is Based on Site Walk Conducted 4/11/2024.
5. Excludes Plan Check and Permit Fees if Applicable.
6. This proposal assumes two mobilizations concurrent with each other.

Subject to the terms and conditions of eziQC Contract **CA-R8-GB-101723-VCI**.

Vincor Construction, Inc.	Date

City of Compton	Date

Contractor's Price Proposal - Summary

Date:	May 09, 2024	
Re:	IQC Master Contract #:	CA-R8-GB-101723-VCI
	Work Order #:	127923.00
	Owner PO #:	
	Title:	Interior Renovations at 600 Alameda
	Contractor:	Vincor Construction, Inc.
	Proposal Value:	\$169,239.26

Section - 01	\$20,343.00
Section - 02	\$12,280.83
Section - 03	\$4,290.90
Section - 09	\$132,324.53
Proposal Total	\$169,239.26

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: May 09, 2024

Re: IQC Master Contract #: CA-R8-GB-101723-VCI
 Work Order #: 127923.00
 Owner PO #:
 Title: Interior Renovations at 600 Alameda
 Contractor: Vincor Construction, Inc.
 Proposal Value: \$169,239.26

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$3,643.11
				Installation Quantity Unit Price Factor = Total 3,311.92 x 1.00 x 1.1000 = 3,643.11 BOND FEE 165596.15 X 2% = 3311.92	
2	01 22 20 00 0031		HR	Mold Removal WorkerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,844.11
				Installation Quantity Unit Price Factor = Total 16.00 x 92.71 x 1.2432 = 1,844.11 Removal of water damaged/mold contaminated lower drywall (5' In. ft. x 2'h) • Brush Studs, HEPA vacuum, wipe down, and fog area throughout with a mold/biocide cleaning solution such as IAQ 2000 on wall opening. • Apply a mold/biocide inhibitor encapsulant such as IAQ 6000 throughout all surfaces. • Containment teardown and demobilization of drying equipment upon passing final clearances if required.	
3	01 22 20 00 0031 0001		MOD	For Foreperson, Add	\$46.15
				Installation Quantity Unit Price Factor = Total 8.00 x 4.64 x 1.2432 = 46.15	
4	01 22 23 00 0164		MO	Up To 1,000 CFM, Portable Air Scrubber	\$5,624.29
				Installation Quantity Unit Price Factor = Total 4.00 x 1,131.01 x 1.2432 = 5,624.29 4 AIR SCRUBBERS AT 16 LOCATIONS/4 MOBS = 4 DUST CONTROL FOR WORK AREAS	
5	01 22 23 00 0171		EA	First Stage Pre-Filter For Portable Air Scrubbers	\$460.68
				Installation Quantity Unit Price Factor = Total 16.00 x 23.16 x 1.2432 = 460.68 FILTER FOR AIRSCRUBBERS	
6	01 56 16 00 0002		SF	6 Mil, Plastic Sheeting, Applied To Floors	\$1,889.66
				Installation Quantity Unit Price Factor = Total 4,000.00 x 0.38 x 1.2432 = 1,889.66 PROTECT/ISOLATE WORK AREA FOR WATER DAMAGED AREAS 250 SF PER ROOM X 16 LOCS = 4000	
7	01 56 16 00 0003		SF	6 Mil, Plastic Sheeting, Applied To Walls	\$3,898.68
				Installation Quantity Unit Price Factor = Total 6,400.00 x 0.49 x 1.2432 = 3,898.68 PROTECT/ISOLATE WORK AREA FOR WATER DAMAGED AREAS 400 SF PER ROOM X 16 LOCS = 6400	
8	01 56 16 00 0026		EA	7' Zipper Door For Plastic Sheeting	\$394.24
				Installation Quantity Unit Price Factor = Total 16.00 x 19.82 x 1.2432 = 394.24 PROTECT/ISOLATE WORK AREA FOR TILE/ WALL REPAIRS DUE TO WATER DAMAGE	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 127923.00

Work Order Title: Interior Renovations at 600 Alameda

Section - 01

9	01 56 16 00 0085	LF	38" Wide, 46 Mil Fiberboard, Ram Board® For Temporary Floor Protection						\$1,280.50
			Quantity	Unit Price	Factor	=	Total		
		Installation	1,000.00 x	1.03 x	1.2432	=	1,280.50		
			PROTECT EXISITING FLOORING TO BE USED OUTSIDE WORK AREAS TO NOT TRACK DUST DEBRIS OUTISDE OF WORK AREAS						
10	01 56 16 00 0090	EA	18" x 36", 30 Layer Sticky Mat						\$366.50
			Quantity	Unit Price	Factor	=	Total		
		Installation	8.00 x	36.85 x	1.2432	=	366.50		
			PROTECT EXISTING AREAS OUTSIDE OF WORK AREAS						
11	01 74 19 00 0016	EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$895.08
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	719.98 x	1.2432	=	895.08		
			GENERAL DEBRIS DUMP FEE						

Subtotal for Section - 01

\$20,343.00

Section - 02

12	02 82 33 00 0105	SET	Up To 100 SF, Single Layer Or Multiple Layers, Linoleum Or Vinyl Sheet, Asbestos Abatement And Disposal						\$1,462.50
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	1,176.40 x	1.2432	=	1,462.50		
			ABATEMENT FOR VCT TILE						
13	02 82 33 00 0123	SET	Up To 100 SF, Mastic, Asbestos Abatement And DisposalApplies to bottom layer only if multiple layers.						\$1,467.21
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	1,180.19 x	1.2432	=	1,467.21		
			ABATEMENT OF UNDERLAYMENT FOR VCT TILE						
14	02 82 33 00 0325	SF	High Efficiency Particulate Air (HEPA) Vacuum And Cleaning Of Contaminated Area						\$5,751.04
			Quantity	Unit Price	Factor	=	Total		
		Installation	6,168.00 x	0.75 x	1.2432	=	5,751.04		
			HEPA VACUUM EXISTING CARPETED AREA REQUIRED DUE TO CURRENT CARPET CONDITIONS PER AEG RECOMENDATIONS FOR ALL SURFACE AREAS IMPACTED BY WATER						
15	02 87 19 00 0065	EA	Portable Personnel Decontamination Wash Facility (3 Stage) For Bio-Hazard And Infectious Disease ControllIncludes connection to negative air system.						\$1,179.50
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	948.76 x	1.2432	=	1,179.50		
			THREE STAGE DECON FOR MOLD REMEDIATION						
16	02 89 00 00 0005	SF	6 Mil Plastic Sheeting, Applied To Walls, Hazmat Containment Construction						\$1,253.15
			Quantity	Unit Price	Factor	=	Total		
		Installation	1,600.00 x	0.63 x	1.2432	=	1,253.15		
			PLASTIC CONTAINMENT FOR ACM ABATEMENT TWO LAYERS X 400 SF = 800 SF PLASTIC CONTAINMENT FOR MOLD ABATEMENT TWO LAYERS X 400 SF = 800 SF						
17	02 89 00 00 0021	EA	3 Stage Portable Personnel Decontamination Wash FacilityIncludes connection to negative air system.						\$1,167.43
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	939.05 x	1.2432	=	1,167.43		
			THREE STAGE DECON FOR ACM REMEDIATION						

Subtotal for Section - 02

\$12,280.83

Section - 03

Contractor's Price Proposal - Detail Continues..

Work Order Number: 127923.00

Work Order Title: Interior Renovations at 600 Alameda

Section - 03

18	03	54	16	00	0002	SF	1/8" Thick Self Leveling Cementitious Underlayment For FloorsIncluding Surface Preparation									\$4,290.90
							Quantity		Unit Price		Factor	=	Total			
						Installation	1,950.00	x	1.77	x	1.2432	=	4,290.90			
							UNDERLAYMENT FOR NEW VCT									

Subtotal for Section - 03

\$4,290.90

Section - 09

19	09	01	20	91	0005	SF	>8 To 16 SF, Cut And Patch Hole In Gypsum Board To Match ExistingPer location.									\$69,737.35
							Quantity		Unit Price		Factor	=	Total			
						Installation	4,568.00	x	12.28	x	1.2432	=	69,737.35			
							PATCH MISC. LOCATIONS TO INCLUDE LOBBY, MAIN HALLWAY, KITCHEN, STORAGE ROOM 1, ROOM 8, ROOM 5, ROOM 10, ROOM 10A, ROOM 14, ROOM 15, ROOM 16, ROOM 17									
20	09	01	20	91	0019	SF	>10 To 50 SF, Cut And Patch Hole In Plaster To Match Existing									\$635.72
							Quantity		Unit Price		Factor	=	Total			
						Installation	32.00	x	15.98	x	1.2432	=	635.72			
							PATCH PLASTER CEILING IN KITCHEN									
21	09	51	23	00	0002	SF	12" x 12" x 1/2" Tongue And Groove Mineral Fiber Acoustical Ceiling Tile									\$20,830.75
							Quantity		Unit Price		Factor	=	Total			
						Installation	2,475.00	x	5.66	x	1.2432	=	17,415.37			
						Demolition	2,475.00	x	1.11	x	1.2432	=	3,415.38			
							REPLACE CEILING CEILING TILES IN VARIOUS LOCATIONS									
22	09	51	23	00	0003	SF	12" x 12" x 5/8" Spline Mineral Fiber Acoustical Ceiling Tile									\$1,976.69
							Quantity		Unit Price		Factor	=	Total			
						Installation	200.00	x	6.84	x	1.2432	=	1,700.70			
						Demolition	200.00	x	1.11	x	1.2432	=	275.99			
							REPAIR SPLINE CEILING TILE									
23	09	51	23	00	0003	0104	MOD	For >50 To 200, Add								\$295.88
							Quantity		Unit Price		Factor	=	Total			
						Installation	200.00	x	1.19	x	1.2432	=	295.88			
24	09	65	13	13	0007	LF	4" High, 1/8" Thick, Type TP Thermoplastic Rubber Wall Base, All Colors									\$5,866.66
							Quantity		Unit Price		Factor	=	Total			
						Installation	825.00	x	4.66	x	1.2432	=	4,779.48			
						Demolition	825.00	x	1.06	x	1.2432	=	1,087.18			
							REMOVE AND INSTALL NEW COVE BASE IN HALLWAY, ROOM 20, AND ROOM 22 DIMENSIONS CONFIRMED IN FIELD WHEN FLOOR VENDOR WAS ONSITE									
25	09	65	19	19	0002	SF	1/8" Thick, Class 2 Through Pattern, Vinyl Composition Tile (VCT) (Armstrong® Standard Excelon Imperial Texture®)									\$11,636.35
							Quantity		Unit Price		Factor	=	Total			
						Installation	1,950.00	x	3.54	x	1.2432	=	8,581.81			
						Demolition	1,950.00	x	1.26	x	1.2432	=	3,054.54			
							REMOVE AND INSTALL NEW VCT TILE									
26	09	65	19	19	0002	0147	MOD	For >1,000 To 3,000, Deduct								-\$193.94
							Quantity		Unit Price		Factor	=	Total			
						Installation	1,950.00	x	-0.08	x	1.2432	=	-193.94			
27	09	91	23	00	0067	SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls									\$5,664.02
							Quantity		Unit Price		Factor	=	Total			
						Installation	6,800.00	x	0.67	x	1.2432	=	5,664.02			
							PRIME WALLS									

Work Order Number: 127923.00
Work Order Title: Interior Renovations at 600 Alameda

Proposal Total	\$169,239.26
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The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: May 09, 2024

Re: IQC Master Contract #: CA-R8-GB-101723-VC
Work Order #: 127923.00
Owner PO #:
Title: Interior Renovations at 600 Alameda
Contractor: Vincor Construction, Inc.
Proposal Value: \$169,239.26

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

Work Order Signature Document

EZIQC Contract No.: CA-R8-GB-101723-VCI

☒

New Work Order



Modify an Existing Work Order

Work Order Number.: 127924.00

Work Order Date: 05/13/2024

Work Order Title: Interior Renovations at 700 Bullis

Owner Name: City of Compton

Contractor Name: Vincor Construction, Inc.

Contact: Nebraska Jones

Contact: John Kang

Phone: 310-605-5519

Phone: (714) 528-2900

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-GB-101723-VCI.

Brief Work Order Description:

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$155,853.75

Owner Purchase Order Number:

Approvals

City of Compton

Date

Vincor Construction, Inc.

Date

Detailed Scope of Work

To: John Kang
Vincor Construction, Inc.
2651 Saturn Street
Brea, CA 92821
(714) 528-2900

From: Nebraska Jones
City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
310-605-5519

Date Printed: May 13, 2024

Work Order Number: 127924.00

Work Order Title: Interior Renovations at 700 Bullis

Brief Scope:

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

DETAILED SCOPE OF WORK:**Selective Demolition:**

North Hallway Ceiling

- Remove and save existing 2' x 4' acoustic ceiling tiles.

North Hallway Handicap ramp

- Remove and save existing 2' x 4' acoustic ceiling tiles.

Women's Restroom

- Removal of existing ceramic floor tile and associated mortar.

Men's Restroom

- Removal of existing ceramic floor tile and associated mortar.

Handicap Ramp (By library)

- Removal of existing hard lid ceiling with spray on acoustic popcorn texture

Hallway by Library

- Removal of existing hard lid ceiling with spray on acoustic popcorn texture

Library

- Removal existing 2' x 4' water-stained acoustic ceiling tiles.

Theater

- Removal of acoustic popcorn texture on selective areas

Dance Studio

- Removal of existing 2'x4' water-stained acoustic ceiling tiles.

Reception Area

- Removal of existing hard lid ceiling

South-West Hallway

- Removal of existing 2'x4' water-stained acoustic ceiling tiles in 2 ea. locations.

Executive Compliance Room

- Removal of existing 2'x4' water-stained acoustic ceiling tiles.

Main Entrance

Detailed Scope of Work Continues..

Work Order Number: 127924.00

Work Order Title: Interior Renovations at 700 Bullis

- Removal of existing 2'x4' water-stained acoustic ceiling tiles in 2 ea. locations.

Secretary

- Removal of existing 2'x4' water-stained acoustic ceiling tiles.

Classroom No. 01

- Removal of existing 2'x4' water-stained acoustic ceiling tiles.

Mold Abatement

Music Studio

- Removal of mold affected drywall

North Hallway Ceiling

- Removal of mold affected ceiling drywall

North Hallway Handicap Ramp

- Removal of mold affected ceiling drywall

Mold Remediation Procedures

- Installation of a mini containment equipped with a dehumidifier, a HEPA air scrubber filtration unit, zipper door, and sticky mats.
- Brush Studs, HEPA vacuum, wipe down, and fog area throughout with a mold/biocide cleaning solution such as IAQ 2000 on wall opening.
- Apply a mold/biocide inhibitor encapsulant such as IAQ 6000 throughout all surfaces.
- Run negative air filtration units under scrub mode for a minimum of 24 hours.
- Containment teardown and demobilization of drying equipment upon passing final clearances if required.

Build Back

North Hallway

- Installation of 2' x 4' existing/saved acoustical ceiling tiles
- Installation of drywall, mud, tape, and sand ceiling

North Hallway Handicap Ramp

- Installation of 2' x 4' existing/saved acoustical ceiling tiles
- Installation of drywall, mud, tape, and sand ceiling

Women's Restroom

- Provide and Install New VCT and Cove Base.

Men's Restroom

- Provide and Install New VCT and Cove Base.

Handicap Ramp (Library)

- Installation of drywall, mud, tape, sand, primer, and paint on ceiling

Library

- Installation of 2' x 4' new acoustical ceiling tiles

Theater

- Installation of new acoustic popcorn finish on ceiling, prime and paint to match existing

Dance Studio

- Installation of 2' x 4' new acoustical ceiling tiles

Music Studio

- Installation of drywall, mud, tape, sand, prime and paint

Reception Area

- Installation of drywall, mud, tape, sand, primer, and paint on ceiling

Detailed Scope of Work Continues..

Work Order Number: 127924.00
Work Order Title: Interior Renovations at 700 Bullis

- South-West Hallway
- Installation of 2' x 4' acoustical ceiling tiles in 2 ea. locations.
- Executive Compliance Room
- Installation of 2' x 4' acoustical ceiling tiles.
- Main Entrance
- Installation of 2' x 4' acoustical ceiling tiles in 2 ea. locations.
 - Installation of 2' x 4' acoustical ceiling tiles.
- Classroom No. 01
- Installation of 2' x 4' acoustical ceiling tiles.

Note:
Per AEG report: During the site visit, observations were made to determine evidence of residual moisture and signs of apparent visible suspect mold growth on building materials within the impacted areas. Suspect mold growth was observed on the ceiling wallboard above the drop ceiling in the North corridor area and on the lower portion of the east wall in the theater room of the main building.

- Clarifications:**
1. Any Additional Work Not Included in The Scope of Work Above or Resulting Due to Pre-Existing/Unforeseen Conditions Are Not Included in This Estimate.
 2. The Work to Be Performed Regular Business Hours.
 3. This Estimate Excludes Any Work Related to ACM, Lead, or Mold Unless Specified in the Select Locations during Jobwalk Conducted on 4/11/24.
 4. This Estimate Is Based on Site Walk Conducted 4/11/2024.
 5. Excludes Plack Check and Permit Fees if Applicable.

Subject to the terms and conditions of ezIQC Contract **CA-R8-GB-101723-VCI**.

Vincor Construction, Inc.	Date

City of Compton	Date

Contractor's Price Proposal - Summary

Date:	May 13, 2024	
Re:	IQC Master Contract #:	CA-R8-GB-101723-VCI
	Work Order #:	127924.00
	Owner PO #:	
	Title:	Interior Renovations at 700 Bullis
	Contractor:	Vincor Construction, Inc.
	Proposal Value:	\$155,853.75

Section - 01	\$12,685.67
Section - 02	\$33,849.10
Section - 03	\$774.56
Section - 09	\$108,544.42
Proposal Total	\$155,853.75

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: May 13, 2024

Re: IQC Master Contract #: CA-R8-GB-101723-VCI
 Work Order #: 127924.00
 Owner PO #:
 Title: Interior Renovations at 700 Bullis
 Contractor: Vincor Construction, Inc.
 Proposal Value: \$155,853.75

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$3,354.98
			Installation	Quantity 3,049.98 x Unit Price 1.00 x Factor 1.1000 = Total 3,354.98	
				BOND FEE 152498.77 X 2% = 3049.98	
2	01 22 23 00 0164		MO	Up To 1,000 CFM, Portable Air Scrubber	\$2,812.14
			Installation	Quantity 2.00 x Unit Price 1,131.01 x Factor 1.2432 = Total 2,812.14	
				4 AIR SCRUBBERS AT 6 LOCATIONS/2 UNITS = 2 DUST CONTROL FOR WORK AREAS	
3	01 22 23 00 0171		EA	First Stage Pre-Filter For Portable Air Scrubbers	\$172.76
			Installation	Quantity 6.00 x Unit Price 23.16 x Factor 1.2432 = Total 172.76	
				AIR FILTER FOR AIRSCRUBBERS	
4	01 56 16 00 0002		SF	6 Mil, Plastic Sheeting, Applied To Floors	\$1,700.70
			Installation	Quantity 3,600.00 x Unit Price 0.38 x Factor 1.2432 = Total 1,700.70	
				PROTECT/ISOLATE WORK AREA FOR TILE/ WALL REPAIRS	
5	01 56 16 00 0003		SF	6 Mil, Plastic Sheeting, Applied To Walls	\$2,046.80
			Installation	Quantity 3,360.00 x Unit Price 0.49 x Factor 1.2432 = Total 2,046.80	
				PROTECT/ISOLATE WORK AREA FOR TILE/ WALL REPAIRS	
6	01 56 16 00 0026		EA	7' Zipper Door For Plastic Sheeting	\$147.84
			Installation	Quantity 6.00 x Unit Price 19.82 x Factor 1.2432 = Total 147.84	
				PROTECT/ISOLATE WORK AREA FOR TILE/ WALL REPAIRS	
7	01 56 16 00 0085		LF	38" Wide, 46 Mil Fiberboard, Ram Board® For Temporary Floor Protection	\$1,280.50
			Installation	Quantity 1,000.00 x Unit Price 1.03 x Factor 1.2432 = Total 1,280.50	
				PROTECT/ISOLATE WORK AREA FOR TILE/ WALL REPAIRS TO BE USED OUTSIDE WORK AREAS TO NOT TRACK DUST DEBRIS OUTSIDE OF WORK AREAS	
8	01 56 16 00 0090		EA	18" x 36", 30 Layer Sticky Mat	\$274.87
			Installation	Quantity 6.00 x Unit Price 36.85 x Factor 1.2432 = Total 274.87	
				STICKY MATS PER WORK AREA	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 127924.00

Work Order Title: Interior Renovations at 700 Bullis

Section - 01

9	01	74	19	00	0016	EA	40 CY Dumpster (5 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$895.08
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	x	719.98	x	1.2432	=	895.08
							GENERAL DEBRIS DUMP FEE						

Subtotal for Section - 01

\$12,685.67

Section - 02

10	02	82	33	00	0325	SF	High Efficiency Particulate Air (HEPA) Vacuum And Cleaning Of Contaminated Area						\$498.83
						Installation	Quantity	Unit Price	Factor	=	Total		
							535.00	x	0.75	x	1.2432	=	498.83
							HEPA VACUUM EXISTING CARPETED AREA REQUIRED DUE TO CURRENT CARPET CONDITIONS PER AEG RECOMENDATIONS FOR ALL SURFACE AREAS IMPACTED BY WATER						
11	02	87	13	33	0034	SF	>500 To 2,500 SF, Acoustical Plaster, Mold Abatement And Disposal						\$24,948.41
						Installation	Quantity	Unit Price	Factor	=	Total		
							1,510.00	x	13.29	x	1.2432	=	24,948.41
							REMIEDIATE MOLD FROM CEILINGS IN THREE LOCATIONS - MUSIC STUDIO - 125 SF - NORTH HALLWAY CEILING - 775 SF - NORTH HALLWAY HANDICAP RAMP - 610 SF						
12	02	87	19	00	0065	EA	Portable Personnel Decontamination Wash Facility (3 Stage) For Bio-Hazard And Infectious Disease ControllIncludes connection to negative air system.						\$3,538.50
						Installation	Quantity	Unit Price	Factor	=	Total		
							3.00	x	948.76	x	1.2432	=	3,538.50
							THREE STAGE DECON FOR MOLD REMEDIATION (THREE LOCS)						
13	02	89	00	00	0004	SF	6 Mil Plastic Sheeting, Applied To Floors, Hazmat Containment Construction						\$882.30
						Installation	Quantity	Unit Price	Factor	=	Total		
							1,510.00	x	0.47	x	1.2432	=	882.30
							PLASTIC FOR MOLD ABATEMENT CONTAINMENT						
14	02	89	00	00	0005	SF	6 Mil Plastic Sheeting, Applied To Walls, Hazmat Containment Construction						\$3,367.83
						Installation	Quantity	Unit Price	Factor	=	Total		
							4,300.00	x	0.63	x	1.2432	=	3,367.83
							PLASTIC CONTAINMENT FOR ACM ABATEMENT TWO LAYERS X 2150 SF = 4300 SF						
15	02	90	55	00	0240	WK	Up To 100 Pints Water Removal Per Day, Refrigerant Dehumidifier For Emergency Clean-up						\$613.23
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	x	493.27	x	1.2432	=	613.23
							DEHUMIDIFIER FOR MOISTURE STILL PRESENT IN MUSIC ROOM						

Subtotal for Section - 02

\$33,849.10

Section - 03

16	03	54	16	00	0002	SF	1/8" Thick Self Leveling Cementitious Underlayment For FloorsIncluding Surface Preparation						\$774.56
						Installation	Quantity	Unit Price	Factor	=	Total		
							352.00	x	1.77	x	1.2432	=	774.56
							UNDERLAYMENT FOR NEW VCT						

Subtotal for Section - 03

\$774.56

Section - 09

Contractor's Price Proposal - Detail Continues..

Work Order Number: 127924.00

Work Order Title: Interior Renovations at 700 Bullis

Section - 09

17	09 01 20 91 0005	SF	>8 To 16 SF, Cut And Patch Hole In Gypsum Board To Match ExistingPer location.						\$74,347.84
			Quantity		Unit Price		Factor		Total
		Installation	4,870.00	x	12.28	x	1.2432	=	74,347.84
			PATCH MISC. LOCATIONS TO INCLUDE NORTH HALLWAY, HANDICAP RAMP, LIBRARY, THEATER, DANCE STUDIO, AND MUSIC STUDIO						
18	09 51 23 00 0002	SF	12" x 12" x 1/2" Tongue And Groove Mineral Fiber Acoustical Ceiling Tile						\$14,695.15
			Quantity		Unit Price		Factor		Total
		Installation	1,746.00	x	5.66	x	1.2432	=	12,285.75
		Demolition	1,746.00	x	1.11	x	1.2432	=	2,409.40
			REPLACE CEILING CEILING TILES IN VARIOUS LOCATIONS						
19	09 65 13 13 0007	LF	4" High, 1/8" Thick, Type TP Thermoplastic Rubber Wall Base, All Colors						\$782.22
			Quantity		Unit Price		Factor		Total
		Installation	110.00	x	4.66	x	1.2432	=	637.26
		Demolition	110.00	x	1.06	x	1.2432	=	144.96
			PROVIDE AND INSTALL NEW COVE BASE IN EACH RESTROOM						
20	09 65 19 19 0002	SF	1/8" Thick, Class 2 Through Pattern, Vinyl Composition Tile (VCT) (Armstrong® Standard Excelon Imperial Texture®)						\$2,100.51
			Quantity		Unit Price		Factor		Total
		Installation	352.00	x	3.54	x	1.2432	=	1,549.13
		Demolition	352.00	x	1.26	x	1.2432	=	551.38
			DEMO REPLACE VCT FLOORING IN EACH RESTROOM						
21	09 91 23 00 0067	SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls						\$104.12
			Quantity		Unit Price		Factor		Total
		Installation	125.00	x	0.67	x	1.2432	=	104.12
			PRIME IN MUSIC ROOM						
22	09 91 23 00 0067 0280	MOD	For >100 To 250, Add						\$29.53
			Quantity		Unit Price		Factor		Total
		Installation	125.00	x	0.19	x	1.2432	=	29.53
23	09 91 23 00 0069	SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls						\$209.79
			Quantity		Unit Price		Factor		Total
		Installation	125.00	x	1.35	x	1.2432	=	209.79
			PAINT IN MUSIC ROOM						
24	09 91 23 00 0069 0280	MOD	For >100 To 250, Add						\$62.16
			Quantity		Unit Price		Factor		Total
		Installation	125.00	x	0.40	x	1.2432	=	62.16
25	09 91 23 00 0139	SF	1 Coat Primer, Sprayed, Paint Interior Acoustical Ceiling						\$5,868.13
			Quantity		Unit Price		Factor		Total
		Installation	6,466.00	x	0.73	x	1.2432	=	5,868.13
			PRIME ACOUSTICAL CEILINGS						
26	09 91 23 00 0139 0275	MOD	For Work >15' To 20' Above Floor, AddApplied only to work area above 15' to 20'.						\$472.42
			Quantity		Unit Price		Factor		Total
		Installation	4,750.00	x	0.08	x	1.2432	=	472.42
27	09 91 23 00 0141	SF	2 Coats Paint, Sprayed, Paint Interior Acoustical Ceiling						\$9,163.93
			Quantity		Unit Price		Factor		Total
		Installation	6,466.00	x	1.14	x	1.2432	=	9,163.93
			PAINT ACOUSTICAL CEILINGS						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 127924.00
Work Order Title: Interior Renovations at 700 Bullis

Section - 09													
28	09	91	23	00	0141	0275	MOD	For Work >15' To 20' Above Floor, AddApplied only to work area above 15' to 20'.			\$708.62		
							Installation	Quantity		Unit Price	Factor	Total	
								4,750.00	x	0.12	x	1.2432	= 708.62
Subtotal for Section - 09											\$108,544.42		
Proposal Total											\$155,853.75		

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: May 13, 2024

Re: IQC Master Contract #: CA-R8-GB-101723-VC
Work Order #: 127924.00
Owner PO #:
Title: Interior Renovations at 700 Bullis
Contractor: Vincor Construction, Inc.
Proposal Value: \$155,853.75

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

INSTALLATION AGREEMENT BETWEEN CITY OF COMPTON AND VINCOR CONSTRUCTION, INC.

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 **VINCOR CONSTRUCTION, INC** (hereinafter referred to as “**CONTRACTOR**”) located at 2651 SATURN STREET, BREA, CA 92821 (each a “Party” and collectively, the “Parties”).

RECITALS

A. The City has a need for a specifically trained and experienced contractor who holds a current B – General Building license with the CA Contractors State License Board who can provide renovations to the Neighborhood Resource Center and the Compton CareerLink facilities; and

B. Contractor has the professional skills, training, certification and experience necessary to perform the services described in this Agreement; and

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

D. By **Resolution No. *******, adopted on the **** day of ****, the City Council gave the approval to award a contract to Vincor Construction, Inc. for the restoration of 600 N. Alameda Street, Compton, CA 90221, known as the Neighborhood Resource Center, and 700 North Bullis Road, Compton, CA 90221, known as Compton CareerLink.

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

1. Services to be Performed by Contractor:

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for the purchase of all necessary equipment and installation for:

Location	Address	Amount
Neighborhood Resource Center	600 N. Alameda St., Compton, CA 90221	(\$169,239.26)
Compton CareerLink	700 N. Bullis Road, Compton, CA 90221	(\$155,853.75)

More specifically, Contractor shall perform the following scope of services provided by:

Scope of Work:

Exhibit 1-A – Sourcewell / Gordian / Vincor Construction Work Order / Interior Renovations for 600 N. Alameda / Dated 5-09-2024

Exhibit 1-B – Sourcewell / Gordian / Vincor Construction Work Order / Interior Renovations for 700 N. Bullis / Dated 5-13-2024

**Installation Agreement – Vincor Construction, Inc.
Renovations to Neighborhood Resource Center and Compton CareerLink
Resolution No. 26,******

Contractor will be responsible for the professional quality, technical accuracy and coordination of the services. Contractor will, without additional compensation, correct or revise any errors or deficiencies in the services.

Contractor agrees to perform all the said work and furnish all the said materials at its own cost and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the City.

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

2. Compensation:

The method of payment for this Contract shall be on a flat lump sum basis. The fees charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Contractor and the City. Adjustments in the total compensation will not be effective until authorized and approved by the City.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoice(s) for all services completed. Invoice(s) shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoice(s) shall be delivered or mailed to the **Director, General Services Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

For the work agreed to be performed pursuant to this Agreement, it is understood between the parties that the maximum compensation payable to the Contractor for all services to be performed pursuant to this Agreement is limited to **Three Hundred Seventy-Three Thousand Dollars and Eight Hundred Fifty-Six Dollars and Ninety Six Cents (\$373,856.96).**

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 and materials associated with the performance of this Agreement.

3. Commencement of Services:

The **CONTRACTOR** agrees to commence the work provided for herein after receipt of the **"Notice-to-Proceed"** and to continue in a diligent, professional, and worker-like manner without interruption until the work is completed, which is anticipated by the parties to be **120 days** from the **"Notice-to-Proceed"**.

4. Indemnity:

Contractor shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereafter the "CITY") against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall defend, indemnify and save the City from any and all liability or expense, including defense costs and legal fees,

and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

5. Insurance:

5.1 Insurance Requirements. The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance coverage required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until such subcontractor(s) has secured all insurance required under this Section 5.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the City, 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 insurance. ***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.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.

5.2 Minimum Scope of Insurance. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work.

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:

5.2.1 Commercial General Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

5.2.2 Workers' Compensation Insurance and Employer's Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of **One Million Dollars (\$1,000,000)** per accident for bodily injury and which specifically covers all persons providing services by or on behalf of the Contractor and all risks to such persons under the Agreement. 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.

5.2.3 Automotive Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a program of insurance with a limit of liability of not less than **Five Hundred Thousand Dollars (\$500,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle; and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees).

5.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

5.3.1 The policy or policies of insurance required by Section 5.2.1 (Commercial General Liability) shall be endorsed to provide the following:

.a Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be named as "*additional insured*" with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

.b Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Contract.

.c Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

5.3.2 The policy or policies of insurance required by Section 5.2.2 (Automobile Liability) shall be endorsed to provide the following:

.a Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

5.3.3 The policy or policies of insurance required by Section 5.2.4 (Workers' Compensation) shall be endorsed to provide the following:

.a Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

.b Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

5.4 Waiver of Subrogation. Required insurance coverage's shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

5.5 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Evidence of Insurance. *The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by the City.* The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its

behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

5.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

5.8 Insurance for Subcontractors. All subcontractors shall be included as additional insured's under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an "additional insured" to the subcontractor's policies.

6. Safety:

6.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the services.

6.2 Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

.a Employees and all other persons at the location where services are rendered ("Site");

.b Materials and equipment stored on the Sites or off the Sites at locations for use in performance of the work; and

.c The assigned project Sites and all property located at the Sites, whether or not said property or structures are part of the project or involved in the work.

6.3 Contractor shall designate an individual at the Site of the assigned project in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

6.4 Losses not insured under property insurance which may arise from the performance of the work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.

6.5 If City deems any part of the work or Sites unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the work or take corrective measures. Neither City's order nor Contractor's action in response thereto shall be the basis for adjustment in the contract price or contract time.

7. Non-Discriminatory Employment Practices:

During the performance of this Contract, 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. The 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. Such action 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 and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part.

8. Successors and Assigns:

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

9. Warranties:

The Contractor guarantees all equipment, materials, supplies and work furnished on the job against defective construction or workmanship for a period of one (1) year following substantial completion of the project.

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

10. 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. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

11. Permits and Licenses:

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

Prior to or at the time of execution of this Agreement, the Contractor shall obtain a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

12. Termination:

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

12.1 If the Contractor becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

12.2 If the Contractor persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

12.3 If the Contractor fails to perform or breaches any material obligation under this Agreement, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

12.4 Pursuant to the provisions of Section 5 above.

If the City gives notice of termination, Contractor shall cease immediately all work in progress unless otherwise directed in writing by the City. Upon termination Contractor shall furnish to the City a final invoice for work performed.

13. Ownership of Documents/Equipment:

All electronic and hardcopy data, reports, documents, records, plans, discs, diskettes or other material ("Documents") prepared, developed or discovered by or provided to Contractor during the course of providing services pursuant to this Agreement and equipment purchased shall be the property of the City, whether or not the services are completed.

14. Force Majeure:

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

15. Waivers:

A waiver by either party to this Agreement of any breach of any term, covenant 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.

16. 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.

17. Notice:

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

To Contractor:

**VINCOR CONSTRUCTION, INC.
2651 Saturn Street
Brea, CA 92821
Attn: John Kang
(714) 528-2900**

To City:

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

With copy to:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager
(310) 605-5585**

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

18. Contractors' Books and Records:

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

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

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

19. Examination and Audit:

This Contract shall be subject to examination and audit of the City, State Auditor of the State of California and/or any duly authorized representative of the federal government, at the request of the City,

or as part of any audit of the City, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

20. 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.

21. 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.

22. 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.

23. 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.

24. Federal and State Withholding Taxes:

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

25. Miscellaneous:

**Installation Agreement – Vincor Construction, Inc.
Renovations to Neighborhood Resource Center and Compton CareerLink
Resolution No. 26,******

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

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

**VINCOR CONSTRUCTION, INC.
CONTRACTOR**

Dated: _____

By _____
John Kang, ***
Vincor Construction, Inc.**

**CITY OF COMPTON
Recommended for Approval by:**

By _____
**Nebraska Jones
General Services Department**

Dated: _____

Approved by:

Dated: _____

By _____
Willie A. Hopkins, City Manager

Approved as to form:

By _____
Eric J. Perrodin, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Vernell McDaniel, City Clerk

May 28, 2024

TO: MAYOR AND COUNCIL MEMBERS

**FROM: JOSE GARFIAS
INTERIM WATER DEPARTMENT GENERAL MANAGER**

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO REPUBLIC SERVICES FOR (\$58,000) TO PURCHASE TWO THOUSAND (2,000) TONS OF COMPOST & MULCH NEEDED TO HELP MEET THE SB 1383 ANNUAL PROCUREMENT TARGET GOAL OF FIVE THOUSAND EIGHTY-FOUR (5,084) TONS FOR FISCAL YEAR 2023-2024

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a purchase order in the amount of Fifty-Eight Thousand Dollars (\$58,000.00) to purchase two thousand (2,000) tons of compost and mulch to help meet the annual target goal of five thousand eighty-four (5,084) tons for SB 1383 procurement for Fiscal Year 2023-2024.

BACKGROUND

The City of Compton Municipal Water Department (Department) is responsible for the implementation of Senate Bill 1383 (SB1383) as of January 1, 2022. SB 1383 is a new law that combats climate change and reduces landfill methane emissions. It is the most significant landfill waste reduction mandate adopted in California in the last 30 years. Its goal is to reduce organics waste landfill disposal by 75% (from 2014 levels) by 2025. The legislation aims to slow climate change by diverting organic materials from landfills, meeting procurement goals, recovering 20% of edible food, and redirecting it to food-insecure Californians.

The SB1383 regulations require jurisdictions to conduct education and outreach on organics recycling to all residents, businesses (including those that generate edible food that can be donated) haulers, solid waste facilities, local food banks, and other food recovery organizations.

CalRecycle regulations (California Code of Regulations Title 14, Division 7, Chapter 12) require Cities and Counties to annually procure a specified amount of recovered organic waste products, which includes mulch and compost. Compost and mulch used in landscaping; enhances landscapes, saves water and reduces greenhouse gas emissions. In order to meet state regulations (SB1383), the City of Compton Municipal Water Department will procure five thousand eighty-four (5,084) tons for Fiscal Year 2024.

**Staff Report – Republic Services Compost &
Mulch Purchase Order
May 28, 2024
Page 2**

In an effort to meet the procurement target goal for the year 2024 the City of Compton Municipal Water Department will purchase two thousand (2,000) tons of compost and mulch for donation.

STATEMENT OF ISSUE

The City of Compton (City), as other California cities, are mandated by law to comply with the provisions of Senate Bill 1383. SB1383 regulations require the City to procure compost and mulch for the purpose of combatting climate change and reducing landfill methane emissions. Compost and mulch are used in landscaping; it enhances landscapes, saves water and reduces greenhouse gas emissions.

The City currently has a contract amendment with Republic Services (Company) that will assist in the implementation of the composting component set forth in SB1383 as follows:

- Company and City shall work cooperatively to develop and promote Residential Composting events at no additional cost that are mutually acceptable to City and Company with respect to scope, timing and location.
- At the events, Company shall make available compost bins for distribution to residents of the City that complete training provided by Company.
- Company shall provide up to forty (40) cubic yards/ten point eight (10.8) tons of compost for give-away at no charge to residents during two Residential Composting events per calendar year.

The compost and mulch will be available to City departments (Public Works Street Maintenance and Park Maintenance), local businesses and to Compton residents. The compost and mulch product shall be staged at 700 N. Bullis Road (former CareerLink Center) for distribution. Notification of Composting events and the availability of this product (compost/mulch) shall be announced by Republic Services as well as posted on the City of Compton website, in the City Hall lobby, at the Dollarhide Center, and in the City Council Chambers.

For procurement purposes, the Department solicited quotes in February and March 2024 from four (4) reputable vendors.

The following quotes were received:

<u>Vendor</u>	<u>Procurement Rate</u>
C & M Topsoil Inc.	\$165,375/ 2,000 tons

**Staff Report – Republic Services Compost &
Mulch Purchase Order
May 28, 2024
Page 3**

Fruitful Soils	Non-responsive
Republic Services	\$58,000/ 2,000 tons
Athens Services	Non-responsive

After thorough review, staff has determined that Republic Services has been deemed the most affordable vendor to provide the procurement needed to comply with SB 1383 target goal for Fiscal Year 2023-2024.

FINANCIAL IMPACT

Funds are available in the Water Department's Fiscal Year 2023-2024 Budget in Account No. 2789-850-WR3-4262 (Professional Services) in the amount of Fifty-Eight Thousand Dollars (\$58,000).

RECOMMENDATION

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

**JOSE GARFIAS,
INTERIM WATER DEPARTMENT GENERAL MANAGER**

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 ISSUE A PURCHASE ORDER TO REPUBLIC SERVICES FOR (\$58,000) TO PURCHASE TWO THOUSAND (2,000) TONS OF COMPOST & MULCH NEEDED TO HELP MEET THE SB 1383 ANNUAL PROCUREMENT TARGET GOAL OF FIVE THOUSAND EIGHTY-FOUR (5,084) TONS FOR FISCAL YEAR 2023-2024

WHEREAS, the City of Compton Municipal Water Department is required by SB 1383 to procure a quantity of recovered organic waste products (compost and mulch) annually to meet the procurement target goal of five thousand eighty-four (5,084) tons for Fiscal Year 2023-2024; and

WHEREAS, in February and March 2024, the Department solicited bids for these services to help meet that mandated target goal; and

WHEREAS, the Department solicited quotes from four (4) professional vendors, the vendors’ proposals listed are as follows:

<u>Vendor</u>	<u>Procurement Rate</u>
C & M Topsoil Inc.	\$165,375/ 2,000 tons
Fruitful Soils	Non-responsive
Republic Services	\$58,000/ 2,000 tons
Athens Services	Non-responsive

WHEREAS, staff has determined that Republic Services has been deemed the most affordable vendor to help provide the compost and mulch needed to meet the procurement target goal for Fiscal Year 2023-2024; and

WHEREAS, funds for this expenditure are available in SB 1383 Organic Waste and Recycling 3 Grant Revenue Account No. 2789-850-WR3-4262 (Professional Services).

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

SECTION 1. That the quote from Republic Services is hereby accepted.

SECTION 2. That the City Manager is authorized to issue a purchase order in the amount of \$58,000 for two thousand (2,000) tons of compost and mulch needed to help meet the annual SB 1383 procurement target for Fiscal Year 2023-2024.

SECTION 3. That funds are available in the Municipal Water Department’s Fiscal Year 2023-2024 budget in Account No. 2789-850-WR3-4262 (Professional Services).

SECTION 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, and Municipal Water 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
CITYOF 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 MEMBER-
NOES: COUNCIL MEMBER-
ABSENT: COUNCIL MEMBER-
ABSTAIN: COUNCIL MEMBER-

CITY CLERK OF THE CITY OF COMPTON

C & M TOPSOIL, INC

LANDSCAPE CENTERS

12087 N. LOPEZ CANYON RD. #40

SYLMAR, CA 91342

PH (818) 899-5485

FX (818) 899-6127

QUOTE

DATE	QUOTE #
2/22/2024	9363

NAME / ADDRESS:
CITY OF COMPTON MUNICIPAL UTILITIES-WASTE DIV. 205 S. WILLOWBROOK AVENUE COMPTON, CA 90220

SHIP TO:
TBD: VARIOUS LOCATIONS IN THE CITY OF COMPTON

P.O. #:		TERMS	DUE DATE	REP	CREATED BY:
		C.O.D.	2/22/2024		BRENDAN
QTY	U/M	DESCRIPTION	COST	TOTAL	
1,000	TON	BROWN SHREDDED MULCH (SB 1383 COMPLIANT - 100% ELIGIBLE PRODUCT) DELIVERED	75.00	75,000.00T	
1,000	TON	COMPOST / AMENDMENT (SB 1383 COMPLIANT - 100% ELIGIBLE PRODUCT) DELIVERED	75.00	75,000.00T	
			Subtotal	\$150,000.00	
			Sales Tax (10.25%)	\$15,375.00	
			Total	\$165,375.00	

Semmik Wilson

From: Semmik Wilson
Sent: Thursday, February 22, 2024 10:03 AM
To: 'grace@fruitfulsoils.com'
Cc: Jose Garfias
Subject: COMPOST & MULCH PURCHASE

Good morning,

The City of Compton Water Department is seeking to purchase approximately two thousand tons of compost/mulch to meet the SB 1383 procurement target for 2023. Upon purchase we would need a certificate for the proof of purchase to provide to CalRecycle. We will need the compost/mulch to be delivered to city-owned land or facilities we can donate the compost/mulch to as well. Please provide a quote at your earliest convenience.

Thank you,

SEMMIK WILSON

ADMINISTRATIVE ASSISTANT	Compton Municipal Utilities-Waste Division	
City of Compton	205 South Willowbrook Avenue, Compton, CA 90220	
Phone: 310.605.5539	Fax: 310.763.4567	swilson@comptoncity.org





REPUBLIC
SERVICES

12949 Telegraph Rd
Santa Fe Springs, CA 90670

Customer Service (562) 347-4000
Toll Free (800) 299-4898
RepublicServices.com/Support

Important Information

Account Number 3-0902-COMPTON
Invoice Number 2023 COMPOST
Invoice Date February 29, 2024
Previous Balance \$0.00
Payments/Adjustments \$0.00
Current Invoice Charges \$58,000.00

Total Amount Due	Payment Due Date
\$58,000.00	Upon Receipt

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
-------------	-----------	--------

CURRENT INVOICE CHARGES

Description	Reference	Unit Price	Amount
City of Compton			
City of Compton Compost Procurement	2,000.00	\$29.00	\$58,000.00

CURRENT INVOICE CHARGES, Due upon receipt \$58,000.00

Current Balance	30 DAYS	60 DAYS	90+ DAYS
	\$0.00	\$0.00	\$0.00



REPUBLIC
SERVICES

12949 Telegraph Rd
Santa Fe Springs, CA 90670

Please Return This
Portion With Payment

Total Enclosed

Return Service Requested

CITY OF COMPTON
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CA 90220

Total Amount Due \$58,000.00
Payment Due Date Upon Receipt
Account Number 3-0902-COMPTON
Invoice Number 2023 COMPOST

Make Checks Payable To:

CONSOLIDATED DISPOSAL SERVICES
12949 TELEGRAPH RD
SANTA FE SPRINGS, CA 90670

Semmik Wilson

From: Semmik Wilson
Sent: Tuesday, March 12, 2024 1:48 PM
To: 'rhammer@athensservices.com'

Good afternoon,

The City of Compton Water Department is seeking to purchase approximately two thousand tons of compost/mulch to meet the SB 1383 procurement target for 2023. Upon purchase we would need a certificate for the proof of purchase to provide to CalRecycle. We will need the compost/mulch to be delivered to city-owned land or facilities we can donate the compost/mulch to as well. Please provide a quote at your earliest convenience.

Thank you,

SEMMIK WILSON

ADMINISTRATIVE ASSISTANT	Compton Municipal Utilities-Waste Division	
City of Compton	205 South Willowbrook Avenue, Compton, CA 90220	
Phone: 310.605.5539	Fax: 310.763.4567	swilson@comptoncity.org



May 28, 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 AMEND THE FISCAL YEAR 2023-2024 BUDGET APPROPRIATING FUNDS FROM FUND BALANCE AND ESTABLISH A PURCHASE ORDER WITH QUINN COMPANY TO PAY AN OUTSTANDING INVOICE AND FOR MAINTENANCE AND REPAIR SERVICES (\$34,989.14)

SUMMARY

The adoption of this resolution will authorize the City Manager to amend the Fiscal Year 2023-2024 Budget appropriating funds from fund balance and establish a purchase order with Quinn Company to pay an outstanding invoice and for maintenance and repair services in an amount not to exceed Thirty-Four Thousand Nine Hundred Eighty-Nine Dollars and Fourteen Cents (\$34,989.14).

BACKGROUND

The Public Works Street Maintenance Department (Department) is responsible for maintenance of public facilities. In June 2019, the Department made a significant investment in upgrading its equipment to better serve the city's infrastructure needs, and purchased a Caterpillar 908M Wheel Loader and a Caterpillar 926M Loader from the Quinn Company. The decision to purchase heavy-duty equipment like the Caterpillar wheel loaders contributes to the efficiency and effectiveness in maintaining public facilities, roadways, sewers, and streetscapes. Investing in reliable machinery can lead to cost savings in the long run by improving productivity and reducing downtime for maintenance tasks.

The specific requirements and scale of the maintenance tasks involved were considered in the choice of the Caterpillar 908M and 926M wheel loaders. Wheel loaders are versatile machines capable of handling a variety of tasks such as loading, carrying, and transporting materials, which are essential to the Department's operations.

Partnering with the Quinn Company for the purchase was a strategic decision to work with a reputable dealer known for providing quality equipment and reliable support services. This can be crucial for ensuring the smooth operation and maintenance of the equipment over its lifespan.

STATEMENT OF THE ISSUE

The Quinn Company is a factory authorized Caterpillar dealer and leader in performing maintenance services in accordance with the standard of care customarily employed in the heavy equipment maintenance industry. Their expertise and technology are integral in maintaining and managing the Department's heavy equipment needs.

The Department contacted the Quinn Company to render maintenance and repair services for the wheel loaders, and Quinn provided skilled technicians who performed work in January 2024. The total cost incurred for the services rendered amounts to \$4,989.14. The initial repair work by the technicians did not fully restore the wheel loaders to safe and full operating capacity. Further repairs are required. The additional repairs are estimated by the technicians to cost \$30,000.

The Department is seeking the Councils approval to establish a purchase order with the Quinn Company for a total amount of \$34,989.14. This includes payment for completed repair and maintenance services, as well as the estimated cost for additional required repairs.

FISCAL IMPACT

Funding is available in the Public Works Street Maintenance Equipment Rental Fund Balance and shall be appropriated as follows:

Increase in expenditure appropriations to the Public Works Street Maintenance Department FY 2023-2024 Budget

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
6000-720-000-4236	Maintenance & Repair	\$34,989.14

Funds in the amount of Thirty-Four Thousand Nine Hundred Eighty-Nine Dollars and Fourteen Cents (\$34,989.14) will be available in the Department's Fiscal Year 2023-2024 Budget in Account No. 6000-720-000-4236.

ALTERNATIVE

No other alternative is being proposed as the Quinn Company is the sole CAT dealer authorized to repair and maintain the Caterpillar equipment.

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 AMEND THE FISCAL YEAR
2023-2024 BUDGET APPROPRIATING FUNDS FROM FUND BALANCE
AND ESTABLISH A PURCHASE ORDER WITH QUINN COMPANY TO
PAY AN OUTSTANDING INVOICE AND FOR MAINTENANCE AND
REPAIR SERVICES (\$34,989.14)**

WHEREAS, the Public Works Street Maintenance Department (Department) is responsible for maintenance of public facilities, roadways, sewers and streetscapes; and

WHEREAS, in June 2019, the Department purchased a Caterpillar 908M Wheel Loader and Caterpillar 926M Wheel loader from the Quinn Company; and

WHEREAS, the Caterpillar wheel loaders are utilized for efficient loading and material handling tasks including, building and paving roads, preparing job sites, digging, landscaping, carrying large heavy loads, handling large amounts of refuse and moving other heavy materials; and

WHEREAS, the Department contacted the Quinn Company to render maintenance and repair services for the wheel loaders and Quinn provided skilled technicians who performed work in January 2024. The total cost incurred for the services rendered amounts to \$4,989.14; and

WHEREAS, the initial repair work by the technicians did not fully restore the wheel loaders to safe and full operating capacity, additional repairs are required that are estimated by the technicians to cost \$30,000; and

WHEREAS, the Department is seeking the Council's approval to establish a purchase order with the Quinn Company for a total amount of \$34,989.14, as payment for the completed repair and maintenance services, as well as the estimated cost for additional required repairs; and

WHEREAS, funding is available in the Public Works Street Maintenance Equipment Rental Fund Balance and shall be appropriated as follows:

Increase in expenditure appropriations to the Public Works Street Maintenance Department FY 2023-2024 Budget

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
6000-720-000-4236	Maintenance & Repair	\$34,989.14

Funds in the amount of Thirty-Four Thousand Nine Hundred Eighty-Nine Dollars and Fourteen Cents (\$34,989.14) will be available in the Department's Fiscal Year 2023-2024 Budget in Account No. 6000-720-000-4236.

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

Section 1. That the City Manager is authorized to amend the Public Works Street Maintenance Department's Fiscal Year 2023-2024 Budget as follows:

Appropriate funds from Equipment Rental Fund Balance and increase expenditure appropriations to the Public Works Street Maintenance Department Fiscal Year 2023-2024 Budget

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
6000-720-000-4236	Maintenance & Repair	\$34,989.14

RESOLUTION NO. _____

Page 2

Section 2. That the purchase order to Quinn Company will be established in the amount of Thirty-Four Thousand Nine Hundred Eighty-Nine Dollars and Fourteen Cents (\$34,989.14) from Account No. 6000-720-000-4236.

Section 3. That funds for this expenditure will be available in the Department's Fiscal Year 2023-2024 Budget in Account No. 6000-720-000-4236.

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.

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



10006 ROSE HILLS RD., CITY OF INDUSTRY, CA 90601 / (562) 463-4000

WORK ORDER INVOICE

PLEASE MAKE REMITTANCE TO:
QUINN COMPANY

P.O. BOX 849665 LOS ANGELES, CA 90084-9665

SOLD TO

CITY OF COMPTON
Attention: Account Payable
205 S WILLOWBROOK AVE
COMPTON CA 90220-3190

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
WF26361	01-18-24	147985S				81	G	082	2	1
WORK ORDER	DOC. DATE	PC	LC	MC	SHIP VIA			INV SEQ NO		
WF26361	01-09-24	10	10	10				1		
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER		METER READING		MACH ID NO.	
AA	926M	*CAT0926MJLTE06265*					1063.0		NS0011698	
QTY.	PART NUMBER	N/R			DESCRIPTION			UNIT PRICE		EXTENSION

* * * PROFORMA INVOICE * * *

WAIT MACHINE

**USE THIS IF MACHINE IS NOT READY

TOTAL LABOR SEG. 0B 861.00 *

SEGMENT 0B TOTAL 861.00 T

TRAVEL TO/FROM MACHINE

458 ALAMEDA ST. COMPTON, CA
MAURICE WELLINGTON 310-650-1579

TOTAL LABOR SEG. 00 458.85 *

SEGMENT 00 TOTAL 458.85 T

TROUBLESHOOT ENGINE
POWER

N/R = NON RETURNABLE

PAY THIS
AMOUNT ▶

CONT'D

AMOUNT
CREDITED ▶

TERMS ARE CASH UNLESS CREDIT IS APPROVED. With CREDIT APPROVAL, terms are: Net by the 10th of the month following purchase. A FINANCE CHARGE OF 1-1/2% per month (18% PER ANNUM)

will be charged on the past due balance. The past due balance represents all charges remaining unpaid on the closing date of the month following invoice date. In the event, of default in the payment of any amount due, and if the account is placed in the hands of any agency or attorney for collection or legal action, the purchaser agrees to pay finance charges and charges equal to the cost of collection (as permitted by laws governing these transactions). Acceptance by customer of the parts, service or equipment, listed above is the customer's agreement to be bound by the credit and collection terms set forth above.

INVOICE COPY



10006 ROSE HILLS RD., CITY OF INDUSTRY, CA 90601 / (562) 463-4000

WORK ORDER INVOICE

PLEASE MAKE REMITTANCE TO:
QUINN COMPANY

P.O. BOX 849665 LOS ANGELES, CA 90084-9665

SOLD TO

CITY OF COMPTON
Attention: Account Payable
205 S WILLOWBROOK AVE
COMPTON CA 90220-3190

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
WF26361	01-18-24	147985S				81	G	082	2	2
WORK ORDER	DOC. DATE	PC	LC	MC	SHIP VIA			INV SEQ NO		
WF26361	01-09-24	10	10	10				1		
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER		METER READING		MACH ID NO.	
AA	926M	*CAT0926MJLTE06265*					1063.0		NS0011698	
QTY.	PART NUMBER	N/R			DESCRIPTION			UNIT PRICE		EXTENSION

* * * PROFORMA INVOICE * * *

EMISSIONS CODES AND RUNNING ON LOW POWER.

CUSTOMER COMPLAINT:
AFTERTREATMENT CODES
REPAIR PROCESS COMMENTS:
9732 1-10-24 ARRIVED AT JOBSITE, FOUND MACHINE
BATTERIES DEAD SPOKE WITH CUSTOMER AND HAD TO
WAIT 6HRS FOR CUSTOMER TO BRING BATTERIES CHARGED
TO START MACHINE, STARTED UP AND FOUND ACTIVE
CODES FOR LOW AND HIGH DEF CONCENTRATION CHECKED
DEF CONCENTRATION WAS AT 33.5 % WHICH IS WITHIN
SPECIFICATIONS. CUSTOMER THEN ARRIVED AND
INFORMED ME THAT HE IS NOT ABLE TO AUTHORIZE
OVERTIME, PACKED UP TRUCK AND DROVE BACK TO SHOP.
WILL ORDER PARTS AND RETURN TO CONTINUE
TROUBLESHOOTING. JOB NOT COMPLETE.

TOTAL LABOR SEG. 01 741.30 *

SEGMENT 01 TOTAL 741.30 T

REPLACE DIESEL EXHAUST FLUID
MANIFOLD

N/R = NON RETURNABLE

PAY THIS
AMOUNT ▶

CONT'D

AMOUNT
CREDITED ▶

TERMS ARE CASH UNLESS CREDIT IS APPROVED. With CREDIT APPROVAL, terms are: Net by the
10th of the month following purchase. A FINANCE CHARGE OF 1-1/2% per month (18% PER ANNUM)

will be charged on the past due balance. The past due balance represents all charges remaining unpaid on the closing date of the month following invoice date. In the event, of default in the payment of any
amount due, and if the account is placed in the hands of any agency or attorney for collection or legal action, the purchaser agrees to pay finance charges and charges equal to the cost of collection (as
permitted by laws governing these transactions). Acceptance by customer of the parts, service or equipment, listed above is the customer's agreement to be bound by the credit and collection terms set forth
above.

INVOICE COPY



10006 ROSE HILLS RD., CITY OF INDUSTRY, CA 90601 / (562) 463-4000

WORK ORDER INVOICE

PLEASE MAKE REMITTANCE TO:
QUINN COMPANY

P.O. BOX 849665 LOS ANGELES, CA 90084-9665

SOLD TO

CITY OF COMPTON
Attention: Account Payable
205 S WILLOWBROOK AVE
COMPTON CA 90220-3190

SHIP TO

INVOICE NUMBER		INVOICE DATE		CUSTOMER NO.		CUSTOMER ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
WF26361		01-18-24		147985S					81	G	082	2	3
WORK ORDER		DOC. DATE		PC	LC	MC	SHIP VIA			INV SEQ NO			
WF26361		01-09-24		10	10	10				1			
MAKE	MODEL		SERIAL NUMBER				EQUIPMENT NUMBER		METER READING		MACH ID NO.		
AA	926M		*CAT0926MJLTE06265*						1063.0		NS0011698		
QTY.	PART NUMBER		N/R		DESCRIPTION			UNIT PRICE		EXTENSION			
* * * PROFORMA INVOICE * * *													
REPLACE DEF MANIFOLD. PERFORM AFTERTREATMENT RECOVER.													
REPAIR PROCESS COMMENTS: 1/12/24 (9911) LOADED UP PARTS, DROVE TO JOBSITE, LOCATED THE MACHINE, DOWNLOADED PSR, FOUND THAT THE FLASH FILES WERE OUT OF DATE, UPDATED THE FLASH FILES, INSPECTED THE LEVEL AS WELL AS THE QUALITY OF THE DEF NO ISSUES FOUND, CHECKED THAT THE QUALITY SENSOR STATUS WAS INSTALLED, IT WAS, REPLACED THE DEF MANIFOLD, AS WELL AS THE DEF FILTER, FLUSHED DEF LINES, ATTEMPTED TO START THE MACHINE, BATTERIES WERE TO LOW TO START THE MACHINE, INFORMED CUSTOMER, THEIR MECHANIC BROUGHT ME OUT SOME REPLACEMENT BATTERIES, I REPLACED THEM AND PERFORMED A AFTER TREATMENT RECOVERY TEST, CODES WERE NO LONGER ACTIVE, CLEARED LOGGED CODES, INSTALLED THE GUARDS THAT WERE REMOVED, INFORMED MAURICE THAT THE MACHINE WAS REPAIRED, PACKED UP TRUCK DROVE BACK TO QUINN, UNLOADED WASTE, RETURNED UNUSED PARTS, WROTE SERVICE REPORT, SEGMENT COMPLETE.													
1	378-3187				FILTER-DEF		S	67.40		67.40			
1	391-5262				GASKET		S	12.80		12.80			
1	528-0527				MANIFOLD GP		S	697.29		697.29			
TOTAL PARTS										SEG. 02		777.49 *	

N/R = NON RETURNABLE

PAY THIS
AMOUNT ▶

CONT'D

AMOUNT
CREDITED ▶

TERMS ARE CASH UNLESS CREDIT IS APPROVED. With CREDIT APPROVAL, terms are: Net by the 10th of the month following purchase. A FINANCE CHARGE OF 1-1/2% per month (18% PER ANNUM)

will be charged on the past due balance. The past due balance represents all charges remaining unpaid on the closing date of the month following invoice date. In the event, of default in the payment of any amount due, and if the account is placed in the hands of any agency or attorney for collection or legal action, the purchaser agrees to pay finance charges and charges equal to the cost of collection (as permitted by laws governing these transactions). Acceptance by customer of the parts, service or equipment, listed above is the customer's agreement to be bound by the credit and collection terms set forth above.

INVOICE COPY



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SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
WF26361	01-18-24	147985S				81	G	082	2	4
WORK ORDER	DOC. DATE	PC	LC	MC	SHIP VIA			INV SEQ NO		
WF26361	01-09-24	10	10	10				1		
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER		METER READING		MACH ID NO.	
AA	926M	*CAT0926MJLTE06265*					1063.0		NS0011698	
QTY.	PART NUMBER	N/R			DESCRIPTION			UNIT PRICE		EXTENSION

* * * PROFORMA INVOICE * * *

TOTAL LABOR SEG. 02

1951.95 *

SEGMENT 02 TOTAL

2729.44 T

TOTAL PARTS DISCOUNT .00

ENV/RECYCLE FEE

75.00 T

MISC. SUPPLIES

38.87 T

STATE SALES TAX 7.25

64.62 T

LA COUNTY TAX 2.25%

20.06 T

THANK YOU FOR YOUR BUSINESS.

HOW DID WE DO? YOUR COMPLETE SATISFACTION IS VERY IMPORTANT TO US.

IF THERE IS ANYTHING WE COULD HAVE DONE BETTER,

PLEASE LET US KNOW AS SOON AS POSSIBLE!

SHOULD YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE, PLEASE CONTACT

TOM PRY, CITY OF INDUSTRY MACHINE SERVICE MGR, AT (562) 463-4078.

N/R = NON RETURNABLE
USD

PAY THIS
AMOUNT ▶

4989.14

AMOUNT
CREDITED ▶

TERMS ARE CASH UNLESS CREDIT IS APPROVED. With CREDIT APPROVAL, terms are: Net by the 10th of the month following purchase. A FINANCE CHARGE OF 1-1/2% per month (18% PER ANNUM)

will be charged on the past due balance. The past due balance represents all charges remaining unpaid on the closing date of the month following invoice date. In the event, of default in the payment of any amount due, and if the account is placed in the hands of any agency or attorney for collection or legal action, the purchaser agrees to pay finance charges and charges equal to the cost of collection (as permitted by laws governing these transactions). Acceptance by customer of the parts, service or equipment, listed above is the customer's agreement to be bound by the credit and collection terms set forth above.

INVOICE COPY