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
07/23/2024
CLOSED SESSION – 4:30 PM
PUBLIC MEETING – 5:30 PM

CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CA 90220

CLOSED SESSION

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

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

HEARING(S)

5:35 P.M. PUBLIC HEARING - FOR 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 FISCAL YEAR 2023-2024

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. SPECIAL CERTIFICATE PRESENTATION RECOGNIZING - CERTIFICATE OF HONOR PRESENTED TO VIOLET R. PALMER (Compton Native and Inducted into the Women's Basketball Hall of Fame) Mayor Emma Sharif

2. PRESENTATION: THE COMPTON COUNTRY CLUB INITIATIVE, REVITALIZE THE COMPTON GOLF COURSE - CHRIS STAPLETON (Councilmember Jonathan Bowers)

3. PRESENTATION: CONNECTING COMPTON - COMPTON MULTI-CULTURAL EQUESTRIAN CENTER PROJECT (Councilmember Jonathan Bowers)

4. PRESENTATION: REGINA HERNANDEZ'S FAMILY(Councilmember Deidre Duhart)

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

5. December 19, 2024

CITY CLERK

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR MELVINNA SHARP FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2024-2025 ($43,200) AND ESTABLISH A PURCHASE ORDER FOR A PAST DUE BALANCE FOR SERVICES IN FISCAL YEAR 2023-2024 FOR THE AMOUNT OF NINE THOUSAND NINE-HUNDRED DOLLARS ($9,900)

7. 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 FOR ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES FOR CITY'S LEGISLATIVE BODIES FOR FISCAL YEAR 2024-2025 IN THE AMOUNT OF THIRTY-NINE THOUSAND SIX HUNDRED DOLLARS ($39,600)

CITY CONTROLLER

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE-YEAR AGREEMENT ($165,000) WITH BLX GROUP LLC (BLX), AMEND THE FY2024-2025 CITY BUDGET, AND ISSUE A PURCHASE ORDER TO BLX FOR CONTINUING DISCLOSURE, ARBITRAGE REBATE COMPLIANCE, AND S.B. 1029 ANNUAL DEBT TRANSPARENCY REPORTING SERVICES FOR CITY BONDS FOR THE FIRST YEAR OF SERVICE ($59,500)

CITY MANAGER

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION 25,981 AND APPROVING AND ADOPTING THE ANNUAL APPROPRIATION (GANN) LIMIT FOR FISCAL YEARS 2020-2021, 2021-2022, 2022-2023, 2023-2024 AND 2024-2025

WATER DEPARTMENT

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE WATER DEPARTMENT'S 2024-2025 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE TWO HUNDRED FIFTY THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS ($250,756.00) FOR CALRECYCLE GRANT – ROUND 4

REGULAR AGENDA

CITY MANAGER'S REPORT

11. POWERPOINT PRESENTATION - CITY MANAGER'S UPDATE

12. A REQUEST TO SCHEDULE A PUBLIC HEARING – FOR CONSIDERATION OF COMMENTING AND RECALLOCATING COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG) FUNDS FROM CERTAIN PROJECTS APPROVED IN YEARS 2017 THROUGH 2023 TO FUND OTHER CDBG ELIGIBLE ACTIVITIES FOR TUESDAY, SEPTEMBER 3, 2024 @ 5:35PM

13. REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS - GATEWAY CITIES 2024 CONFERENCE AND RETREAT ON CATALINA ISLAND SEPTEMBER 4, 2025, AND SEPTEMBER 5, 2024

14. REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS - 53RD ANNUAL LEGISLATIVE CONFERENCE SEPTEMBER 11, 2024, THROUGH SEPTEMBER 15, 2024

UNFINISHED BUSINESS

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ORDERING CHARGES FOR SOLID WASTE DELINQUENCIES TO BE COLLECTED ON THE LOS ANGELES COUNTY TAX ROLL FOR FISCAL YEAR 2024-2025 FOR OUTSTANDING BALANCES FOR TAX ROLL BILLING FOR FISCAL YEAR 2023-2024

16. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-1.9 (a) OF THE COMPTON MUNICIPAL CODE GOVERNING THE AGENDA PREPARATION PROCEDURE FOR THE CITY OF COMPTON (SECOND READING)

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE AN AMENDMENT TO THE CITY CONTROLLER'S DEPARTMENT FY2024-2025 BUDGET, AND TO AUTHORIZE THE CITY MANAGER TO OPEN A NEW PURCHASE ORDER TO TANDYM GROUP LLC, AND ROBERT HALF INTERNATIONAL INC. FOR CONTINUAL ACCOUNTING TEMP AGENCY SERVICES ($75,000 FOR ALL AGREEMENTS COMBINED).

NEW BUSINESS

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,810 AND ORDERING THAT A MEASURE TO AMEND THE CITY OF COMPTON CHARTER IN CONNECTION MAKING THE CITY ATTORNEY POSITION AN APPOINTED POSITION AND REQUIRING MUNICIPAL LAW EXPERIENCE EXCEEDING TEN YEARS BE SUBMITTED TO THE VOTERS OF THE CITY AT THE NEXT STATEWIDE GENERAL ELECTION AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURE

19. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON LEVYING A MUNICIPAL TAX RATE FOR THE FISCAL YEAR 2024-2025

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE MUNICIPAL WATER DEPARTMENT’S ARPA 2024-2025 FISCAL YEAR BUDGET, AND TO ESTABLISH A PURCHASE ORDER FOR THE CLA-VAL COMPANY (SOLE SOURCE VENDOR) FOR REPAIR AND REPLACEMENT OF CONTROL VALVES AT WATER WELL SITES IN AN AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED THIRTY-NINE DOLLARS AND FORTY CENTS ($322,839.40).

21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT WITH CENTRALSQUARE TECHNOLOGIES, LLC ($613,858.86) FOR ENTERPRISE RESOURCE PLANNING SOFTWARE SERVICES, AND TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF THREE HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND TWENTY-THREE CENTS ($398,951.23) TO CENTRALSQUARE TECHNOLOGIES, LLC FOR ENTERPRISE RESOURCE PLANNING SOFTWARE SERVICES.

22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NUMBER 26,083 RE-ADOPTING AND RATIFYING THE SUBMISSION OF THE CITY'S FISCAL YEAR 2024-2025 CONSOLIDATED ANNUAL ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND USE OF FUNDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), THE HOME INVESTMENT PARTNERSHIP GRANT (HOME) PROGRAMS

23. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT FOR THE RENEWAL OF COMPUTER SOFTWARE MAINTENANCE AND SUPPORT, AND AGENDA MEDIA SERVICES, AND ESTABLISH A PURCHASE ORDER WITH HYLAND SOFTWARE, INC. FOR AGENDA DOCUMENT MANAGEMENT AND PUBLIC MEETING MANAGEMENT FOR DOLLAR AMOUNT OF ONE HUNDRED TWENTY-EIGHT THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS AND TWENTY-SEVEN CENTS ($128,634.27)

24. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT WITH EVERGREEN PROFESSIONAL RECOVERIES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS ($112,500) FOR COLLECTION VENDOR SERVICES, TO AMEND THE CITY CONTROLLER DEPARTMENT'S FY 2024-2025 BUDGET, AND TO ISSUE A PURCHASE ORDER IN THE AMOUNT TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500) TO EVERGREEN PROFESSIONAL RECOVERIES.

25. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,001 AND RATIFYING THE MAXIMUM APPROVAL LEVEL AUTHORIZED FOR THE CITY MANAGER'S SINGLE TRANSACTION LIMIT INCREASING THE LIMIT FROM $25,000 TO $75,000, AND HIS EMERGENCY SPENDING LIMIT TO $200,000 AND AUTHORIZING FULL SPENDING AUTHORITY IN THE EVENT OF AN EMERGENCY OR DISASTER DURING THE MONTH OF AUGUST

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 9/3/2024 5:30

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

DECEMBER 19, 2023

The Compton City Council meeting was called to order at 5:35 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**

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. **ORAL PRESENTATION – CLEAN AND BEAUTIFY PROGRAM (COUNCILPERSON DARDEN)**

Councilperson Darden offered a PowerPoint presentation to the citizens of Compton highlighting the Clean & Beautify Compton Program goals and objectives. Ms. Darden recognized the Compton Initiative organization for their continued support and dedication to cleaning, restoring and elevating the City of Compton.

***Councilperson Spicer in at 5:43 p.m.**

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Mark Smith recognized Councilperson Darden for offering an enlightening presentation. He also asked the City Manager to consider appropriating funding for emergency rescue equipment inside of all city buildings and public facilities.

Councilperson Bowers notified Mr. Smith that the City is currently in the process of replacing all automated external defibrillators (AED) with new equipment.

Rodney Lister petitioned the City Council to share applicant information with the community for candidates applying for high-profile positions. He referenced Item Number Two and asked the City Manager to explain why the company that prepared the presentation is not here to answer questions from citizens.

Vanessa Cain expressed a concern for the recruitment process used to select the city manager. She claimed that Willie Hopkins Jr. was selected because the City only works with one company to find city managers. She maintained that she was hoping the residents would be allowed to participate in the selection process to ensure the most qualified candidate is selected.

Tanya Lewis petitioned Councilperson Spicer to address the homeless population living across the street from Council Chambers.

Travis Martin presented the City Council with photos of the alleyway located adjacent to 136th and Stockwell Street. She stated that in order to park there, she was instructed by the City to prepare a petition to make the street private, install a chain linked fence, and give the fire department a key so that they can execute rescue activities. She asked the City Manager to explain why she would be held accountable for the maintenance of the alleyway when the City is not maintaining the area now.

Miller Martin stated that his home is the only property on the street that does not have a usable driveway. He made comments about the Eazy Street Street-Naming Ceremony held a few weeks ago and cited a need for the community to band together to make Compton a better place to live.

Lynn Boone thanked the citizens of Compton for their cards, flowers, monetary gifts and prayers. She complimented Councilperson Darden on the PowerPoint presentation she offered and mentioned the need for handicapped ramps inside Council Chambers. She suggested the City Clerk recluse herself from this election process, and let the County take over. She questioned the City Attorney's residency and asked that it be challenged.

Fred Martin, Founder of Compton Kids Club, requested a meeting with the City Attorney to discuss and resolve a private matter.

City Clerk McDaniel made the following announcements: The nomination period began on Monday, November 13 and ended on Friday, December 8. Appointments were encouraged so that each candidates' questions and concerns could be addressed - reducing the amount of wait time for candidates returning qualification documents. The scheduling of appointments was used in previous City of Compton elections. The submitted petitions were verified by the Los Angeles County Registrar Recorder County Clerk's Office and out of those petitions submitted, twelve candidates qualified and three did not qualify. Regarding the availability of current up-to-date meeting minutes - an advertised Request For Proposal (RFP) for minute transcription is forthcoming.

REGULAR AGENDA

CITY MANAGER'S REPORT

2. POWER POINT PRESENTATION – AMENDMENTS TO THE 2023-2024 FISCAL YEAR BUDGET (JERRY GROOMES)

City Manager Groomes informed the residents that the previous budget officer resigned suddenly in August, so the City chose to work with Chu Thai to assist them with the preparation of the 2023-2024 budget. Advertising for the budget officer position will take place soon. Budget amendments include: $41M for street improvements and $3.5M to begin yard improvements. Funding increased for - pothole repair, illegal dumping, graffiti removal, tree trimming, and stump removal. $4M for park improvements, $3M for Alondra Gateway Project, $300,000+ for playground equipment at Wilson Park, five new fire trucks in January, and $1.5M for City Hall and Council Chambers improvements.

Chu Thai, Budget Consultant, offered a PowerPoint presentation to the City Council and citizens of Compton featuring amendments to the 2023-2024 fiscal year budget. The budget amendments were comprised of the following components: Fund Balance Summaries, Revenue Summaries, Expenditure Summaries, Personnel Summaries, Allocated Cost Schedule, Debt Service Schedule, ARPA Funding Summary, 5-Year Capital Improvement Plan (CIP), Prior–Year Unaudited Actuals, Department Organization Charts, and Department Goals. Budget Information | Compton, CA (comptoncity.org)

The City Council commended Mr. Thai for his hard work and efforts to assist the City with balancing the 2023-2024 fiscal year budget.

Councilperson Duhart asked Mr. Thai to confirm the projected fund balance of $18M.

Mr. Thai confirmed the $18M to be made up of multiple fund balances.

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AMENDMENTS TO THE 2023-2024 FISCAL YEAR BUDGET

On motion by Spicer, seconded by Duhart, **Resolution Number 25,956** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AMENDMENTS TO THE 2023-2024 FISCAL YEAR BUDGET"** was adopted by the following vote on roll call:

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

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE ESTIMATE OF INNOVATIVE PLAYGROUNDS CO., INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR THE WILSON PARK PLAYGROUND IMPROVEMENT PROJECT ($334,495.26)

On motion by Spicer, seconded by Duhart, **Resolution Number 25,957** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE ESTIMATE OF INNOVATIVE PLAYGROUNDS CO., INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR THE WILSON PARK PLAYGROUND IMPROVEMENT PROJECT ($334,495.26)"** was adopted by the following vote on roll call:

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

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING PAYMENT OF ANNUAL FEES TO THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR CONTINUED ADMINISTRATION OF THE CITY'S WORKERS' COMPENSATION SELF-INSURANCE PROGRAM ($65,413.81)

On motion by Darden, seconded by Spicer, **Resolution Number 25,958** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING PAYMENT OF ANNUAL FEES TO THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR CONTINUED ADMINISTRATION OF THE CITY'S WORKERS' COMPENSATION SELF-INSURANCE PROGRAM ($65,413.81)"** was adopted by the following vote on roll call:

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

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERAGENCY MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AND THE CITY OF COMPTON TO SET FORTH THE OBLIGATIONS AND RIGHTS OF MEMBERSHIP IN THE CONFIGURATION MANAGEMENT COMMITTEE THAT OVERSEES THE REGIONAL INTEGRATION OF INTELLIGENT TRANSPORTATION SYSTEMS (RIITS)

On motion by Spicer, seconded by Duhart, **Resolution Number 25,959** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERAGENCY MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AND THE CITY OF COMPTON TO SET FORTH THE OBLIGATIONS AND RIGHTS OF MEMBERSHIP IN THE CONFIGURATION MANAGEMENT COMMITTEE THAT OVERSEES THE REGIONAL INTEGRATION OF INTELLIGENT TRANSPORTATION SYSTEMS (RIITS)"** was adopted by the following vote on roll call:

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

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER FOR JOHNSON CONTROLS, INC. FOR THE REPLACEMENT OF THE CHILLER PLANT CONTROL SYSTEM LOCATED AT COMPTON CITY HALL ($23,998.93)

City Manager Groomes cited the following corrections to the second paragraph and third whereas on the fourth line to read "fiscal year 2022-2023" and "2022-2023" respectively.

Councilperson Darden asked the City Manager if he would consider purchasing a new HVAC system with warranties.

Nebraska Jones, Public Works Supervisor, stated that the HVAC system is at least 16 years old and would cost the City millions of dollars to replace.

Mayor Sharif stated that at some point, the City should begin the evaluation process to replace the HVAC system. Mr. Jones remarked that they would be sending out an RFP next year.

On motion by Duhart, seconded by Darden, **Resolution Number 25,960** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER FOR JOHNSON CONTROLS, INC. FOR THE REPLACEMENT OF THE CHILLER PLANT CONTROL SYSTEM LOCATED AT COMPTON CITY HALL ($23,998.93)** was adopted by the following vote on roll call:

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

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A THREE (3) YEAR EMPLOYMENT AGREEMENT WITH TWO (2) ONE (1) YEAR OPTIONS TO EXTEND WITH WILLIE A. HOPKINS, JR. TO SERVE AS CITY MANAGER OF THE CITY OF COMPTON ($250,000.00)

City Manager Groomes stated that Ralph Anderson received 26 applications, five candidates were interviewed, three were invited back for a second interview, and from those three the City Council voted unanimously for Willie A. Hopkins, Jr.

On motion by Spicer, seconded by Duhart, **Resolution Number 25,961** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A THREE (3) YEAR EMPLOYMENT AGREEMENT WITH TWO (2) ONE (1) YEAR OPTIONS TO EXTEND WITH WILLIE A. HOPKINS, JR. TO SERVE AS CITY MANAGER OF THE CITY OF COMPTON ($250,000.00)"** 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

9. **<u>SUBSEQUENT NEED ITEM</u> – AN URGENT REQUEST FOR AN EMERGENCY WARRANT FOR WELL NO. 17 REPAIRS**

On motion by Spicer, seconded by Duhart, to consider the subsequent need item by the following vote on roll call:

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

Councilperson Bowers asked the City Manager if this expense will be paid for from the well restoration fund.

City Manager Groomes replied affirmatively.

City Attorney Perrodin read Compton Municipal Code Section 4-11.7 Sub-Section A 'Exceptions to Competitive Bidding Requirements' and Compton City Charter Section 1409 'Contracts on Public Works' and reported that this item qualifies as a subsequent need item.

On motion by Spicer, seconded by Darden, **"AN URGENT REQUEST FOR AN EMERGENCY WARRANT FOR WELL NO. 17 REPAIRS"** was approved as a subsequent need item 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 PARTING COMMENTS

City Manager Groomes announced that this would be his last City Council meeting. Mr. Groomes recognized the City Council and City staff for their support of his leadership and determination to advance the City of Compton.

COUNCIL COMMENTS

Councilmember Darden offered the following communications/announcements:

- Commented on the success of the Tar Heels Sports Awards Ceremony held at Dollarhide and 3rd Annual Christmas Toy Giveaway held on Eazy Street.
- Encouraged the residents to call Republic Services at (800) 299-4898 to schedule a bulky item pick-up 48 hours in advance.
- Commended City staff for repairing the potholes on 157th Street, 158th Street, 159th Street and Long Beach Boulevard.

Councilmember Bowers offered the following communications/announcements:

- Recognized the life and legacy of Paul Webb.

Councilmember Spicer offered the following communications/announcements:

- Invited the residents to attend the "Toy Giveaway" scheduled to be held on Saturday, December 23 at Wilson Park starting at 7:00am.
- Commented on the success of the Community Clean-Up held last Saturday.
- Encouraged the community to attend "Hub-City Dre's Concert & Toy Giveaway" scheduled to be held on Saturday, December 23 at Lueders Park starting at 12:00pm.

Councilmember Duhart offered the following communications/announcements:

- Commented on the success of the 3rd Annual Christmas Toy Giveaway held at the Gateway Town Center and Meet & Greet for the I<3Compton Group held at the Latino Chamber Of Commerce.
- Congratulated Maria Villa Real for earning her U.S. citizenship.
- Announced the "Citizenship Classes" hosted by the Latino Chamber of Commerce starting January 20. For more information please call (310) 438-1360.
- Assured the Martin family that she would be working with the City to resolve their parking issue.

Mayor Sharif offered the following communications/announcements:

- Commented on the success of the Christmas Party held at Dollarhide and Sleigh Ride with Santa.

- Invited the residents to attend the "Senior Holiday Luncheon & Information Session" scheduled to be held on Thursday, December 21 beginning at 12:30pm.

- Requested the meeting be adjourned in memory of Amy Wilson.

ADJOURNMENT

On motion by Bowers, seconded by Darden, the meeting was adjourned in memory of **Amy Wilson** at 7:28 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**

July 16, 2024

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY CLERK**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR MELVINNA SHARP FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2024-2025 ($43,200) AND ESTABLISH A PAYMENT FOR A PAST DUE BALANCE FOR SERVICES IN FISCAL YEAR 2023-2024 FOR THE AMOUNT OF NINE THOUSAND NINE-HUNDRED DOLLARS ($9,900)**

SUMMARY

The City Clerk requests that the City Council adopt a resolution authorizing the City Manager to enter into an agreement with Melvinna Sharp for a period of twelve (12) month (i.e. July 1, 2024 through June 30, 2025) and establish a purchase order in the amount of Forty-Three Thousand Two Hundred Dollars ($43,200.00) for payment of services for transcription and preparation of meeting minutes of the City's legislative bodies and specialized electronic services for the Fiscal Year 2024-2025. Payment of a past due invoice of Nine-Thousand-Nine-Hundred Dollars is also being requested.

BACKGROUND

The City Clerk is responsible for recording and maintaining a full and true record of all of the proceedings of the City's legislative bodies; that is, the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies").

The City contracted with Melvinna Sharp a few years ago to transcribe and prepare the meeting minutes for the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies"). Use of her services allows the minutes to be prepared and submitted to the various legislative bodies for review and filing in a timely manner.

Additionally, Ms. Sharp's responsibilities have included providing a variety of technological services attendant to the agenda preparation process for the City's legislative bodies, such as:

1. Export the consent Agenda from OnBase Live to the Media Manager.
2. Transcribe the spoken word from video files using sophisticated software (OnBase Live/Media Manager internet-based software).
3. Include accurate time stamps for agenda items (Public Comments on Agenda and Non-Agenda Items, Consent Agenda, etc.).
4. Perform application programming operations (enters specialized vocabulary into software) to assist in the rapid and accurate translation of spoken information into electronic and print materials; (roll call, motions, votes, resolution numbers, ordinance numbers, report out of closed session items, and adjournments).
5. Records amendments to resolutions and ordinances, incidental motions, requests to withdraw or modify motions, special privileges, and disciplinary procedures.
6. Evaluate and maintain software to determine suitability.
7. Identifies and takes corrective action to resolve routine operational problems.
8. Publishes training streams as necessary.
9. Provide user accessibility to archived meetings via the Internet.
10. Operates peripheral equipment such as printers, desktop computers, and copiers to provide hard copies of summary minutes.

STATEMENT OF THE ISSUE

The City Clerk's Office is minimally staffed; thus, it is vital to employ the services of an experienced and reliable provider to assure that meeting minutes are prepared and submitted to the various legislative bodies for review and filing in a timely manner. Thus, informal quotes were sought through cityclerks@lists.cacities.org, which is a network of current and former California City Clerks. There were only three (3) responses to our request.

Melvinna Sharp – $900.00 per meeting date
Debra Duncan - $1200.00 per meeting date
Minute Solutions - $220.00 per hour

The three quotes received were evaluated on experience, professionalism, knowledge, etc. Melvinna Sharp's quote was the lowest quote received.

Additionally, the City has previously contracted with Ms. Melvinna Sharp and has found her service reliable and very satisfactory.

Ms. Sharp will be compensated at a flat rate of $900.00 per week for each week that meetings of the legislative bodies are conducted as well as any special meetings called.

FISCAL IMPACT

The funding is currently budgeted in the City Clerk's Fiscal Year 2024-2025 budget in Account No. 1001-470-000-4262.

The funding for the services in Fiscal Year 2023-2024 existed in the Account No. 1001-470-000-4262 and was not used, therefore funds are available in this account within the Fiscal Year 2023-2024 ledger.

RECOMMENDATION

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

VERNELL MCDANIEL
CITY CLERK

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 CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR MELVINNA SHARP FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2024-2025 ($43,200) AND ESTABLISH A PAYMENT FOR A PAST DUE BALANCE FOR SERVICES IN FISCAL YEAR 2023-2024 FOR THE AMOUNT OF NINE THOUSAND NINE-HUNDRED DOLLARS ($9,900)

WHEREAS, the City Clerk is responsible for recording and maintaining a full and true record of all of the proceedings of the City's legislative bodies; that is, the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies"); and

WHEREAS, the Clerk's Office is minimally staffed; thus, it is vital to employ the services of an experienced and reliable provider to assure that meeting minutes are prepared and submitted to the various legislative bodies for review and filing in a timely manner; and

WHEREAS, informal quotes were sought through cityclerks@lists.cacities.org, which is a network of current and former California City Clerks.

WHEREAS, there were only three (3) responses to our request from:

Melvinna Sharp – $900.00 per meeting date
Debra Duncan - $1200.00 per meeting date
Minute Solutions - $220.00 per hour

WHEREAS, the City contracted with Melvinna Sharp a few years ago; who is knowledgeable and experienced in the needed areas of service; to transcribe and prepare the meeting minutes for the legislative bodies of the City and use of her services allowed the minutes to be prepared and submitted to the various legislative bodies for review and filing in a timely manner; and

WHEREAS, the existing contract has expired; thus, it is requested that the City Manager be authorized to enter into a contract for a period of 12 months (i.e. July 1, 2024, through June 30, 2025); and

WHEREAS, Ms. Sharp will be compensated at a flat rate of $900.00 per week for each week that meetings of the legislative bodies are conducted as well as any special meetings called; and

WHEREAS, funds for this expenditure are available in the 2024-2025 Fiscal Year budget.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a contract with Melvinna Sharp to provide transcription services and preparation of meetings minutes for the City's legislative bodies for a period of 12-months (i.e. July 1, 2024 through June 30, 2025), payable at the flat rate of Nine Hundred Dollars ($900.00) for each week that meetings of the legislative bodies are held that Melvinna Sharp performs services for.

Section 2. That a purchase order in the amount of Forty-Three Thousand Two Hundred Dollars ($43,200.00) to pay for services rendered through June 30, 2025 is authorized to be established.

Section 3. That a payment is authorized to be issued in the amount of Nine Thousand Nine-Hundred Dollars ($9,900) for services rendered Fiscal Year 2023-2024 is authorized from Account No. 1001-470-000-4262.

Section 4. That funds for this expenditure are available in the City Clerk's Fiscal Year 2024-2025 budget in Account No. 1001-470-000-4262.

Section 5. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney and City Controller.

Section 6. 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-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

July 16, 2024

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY CLERK**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR MELVINNA SHARP FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2024-2025 ($43,200) AND ESTABLISH A PURCHASE ORDER FOR A PAST DUE BALANCE FOR SERVICES IN FISCAL YEAR 2023-2024 FOR THE AMOUNT OF NINE THOUSAND NINE-HUNDRED DOLLARS ($9,900)**

SUMMARY

The City Clerk requests that the City Council adopt a resolution authorizing the City Manager to enter into an agreement with Melvinna Sharp for a period of twelve (12) month (i.e. July 1, 2024 through June 30, 2025) and establish a purchase order in the amount of Forty-Three Thousand Two Hundred Dollars ($43,200.00) for payment of services for transcription and preparation of meeting minutes of the City's legislative bodies and specialized electronic services for the Fiscal Year 2024-2025.

BACKGROUND

The City Clerk is responsible for recording and maintaining a full and true record of all of the proceedings of the City's legislative bodies; that is, the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies").

The City contracted with Melvinna Sharp a few years ago to transcribe and prepare the meeting minutes for the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies"). Use of her services allows the minutes to be prepared and submitted to the various legislative bodies for review and filing in a timely manner.

Additionally, Ms. Sharp's responsibilities have included providing a variety of technological services attendant to the agenda preparation process for the City's legislative bodies, such as:

1. Export the consent Agenda from OnBase Live to the Media Manager.
2. Transcribe the spoken word from video files using sophisticated software (OnBase Live/Media Manager internet-based software).
3. Include accurate time stamps for agenda items (Public Comments on Agenda and Non-Agenda Items, Consent Agenda, etc.).
4. Perform application programming operations (enters specialized vocabulary into software) to assist in the rapid and accurate translation of spoken information into electronic and print materials; (roll call, motions, votes, resolution numbers, ordinance numbers, report out of closed session items, and adjournments).
5. Records amendments to resolutions and ordinances, incidental motions, requests to withdraw or modify motions, special privileges, and disciplinary procedures.
6. Evaluate and maintain software to determine suitability.
7. Identifies and takes corrective action to resolve routine operational problems.
8. Publishes training streams as necessary.
9. Provide user accessibility to archived meetings via the Internet.
10. Operates peripheral equipment such as printers, desktop computers, and copiers to provide hard copies of summary minutes.

STATEMENT OF THE ISSUE

The City Clerk's Office is minimally staffed; thus, it is vital to employ the services of an experienced and reliable provider to assure that meeting minutes are prepared and submitted to the various legislative bodies for review and filing in a timely manner. Thus, informal quotes were sought through cityclerks@lists.cacities.org, which is a network of current and former California City Clerks. There were only three (3) responses to our request.

Melvinna Sharp – $900.00 per meeting date
Debra Duncan - $1200.00 per meeting date
Minute Solutions - $220.00 per hour

The three quotes received were evaluated on experience, professionalism, knowledge, etc. Melvinna Sharp's quote was the lowest quote received. Additionally, the City has previously contracted with Ms. Melvinna Sharp and has found her service reliable and very satisfactory.

Ms. Sharp will be compensated at a flat rate of $900.00 per week for each week that meetings of the legislative bodies are conducted as well as any special meetings called.

FISCAL IMPACT

The funding is currently budgeted in the City Clerk's Fiscal Year 2024-2025 budget in Account No. 1001-470-000-4262.

RECOMMENDATION

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

VERNELL MCDANIEL
CITY CLERK

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 CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR MELVINNA SHARP FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2024-2025 ($43,200) AND ESTABLISH A PURCHASE ORDER FOR A PAST DUE BALANCE FOR SERVICES IN FISCAL YEAR 2023-2024 FOR THE AMOUNT OF NINE THOUSAND NINE-HUNDRED DOLLARS ($9,900)

WHEREAS, the City Clerk is responsible for recording and maintaining a full and true record of all of the proceedings of the City's legislative bodies; that is, the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies"); and

WHEREAS, the Clerk's Office is minimally staffed; thus, it is vital to employ the services of an experienced and reliable provider to assure that meeting minutes are prepared and submitted to the various legislative bodies for review and filing in a timely manner; and

WHEREAS, informal quotes were sought through cityclerks@lists.cacities.org, which is a network of current and former California City Clerks.

WHEREAS, there were only three (3) responses to our request from:

Melvinna Sharp – $900.00 per meeting date
Debra Duncan - $1200.00 per meeting date
Minute Solutions - $220.00 per hour

WHEREAS, the City contracted with Melvinna Sharp a few years ago; who is knowledgeable and experienced in the needed areas of service; to transcribe and prepare the meeting minutes for the legislative bodies of the City and use of her services allowed the minutes to be prepared and submitted to the various legislative bodies for review and filing in a timely manner; and

WHEREAS, the existing contract has expired; thus, it is requested that the City Manager be authorized to enter into a contract for a period of 12 months (i.e. July 1, 2024, through June 30, 2025); and

WHEREAS, Ms. Sharp will be compensated at a flat rate of $900.00 per week for each week that meetings of the legislative bodies are conducted as well as any special meetings called; and

WHEREAS, funds for this expenditure are available in the 2024-2025 Fiscal Year budget.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a contract with Melvinna Sharp to provide transcription services and preparation of meetings minutes for the City's legislative bodies for a period of 12-months (i.e. July 1, 2024 through June 30, 2025), payable at the flat rate of Nine Hundred Dollars ($900.00) for each week that meetings of the legislative bodies are held that Melvinna Sharp performs services for.

Section 2. That a purchase order in the amount of Forty-Three Thousand Two Hundred Dollars ($43,200.00) to pay for services rendered through June 30, 2025 is authorized to be established.

Section 3. That a purchase order in the amount of Nine Thousand Nine-Hundred Dollars ($9,900) to pay for services rendered Fiscal Year 2023-2024 is authorized.

Section 4. That funds for this expenditure are available in the City Clerk's Fiscal Year 2024-2025 budget in Account No. 1001-470-000-4262.

Section 5. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney and City Controller.

Section 6. 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-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

APRIL 4, 2024

Vernell McDaniel
City Clerk of Compton
Minute Transcription Quote
205 S. Willowbrook Avenue
Compton, CA 90220

Dear City Clerk McDaniel,

I am very pleased to offer a quote for Professional Services for the transcription and preparation of meeting minutes for the City of Compton's Legislative Bodies and Electronic Streamline Services.

MINUTE TRANSCRIPTION QUOTE -- $1,200.00 per Legislative Body Meeting Date

I am available to attend **each** meeting of the Compton City Council. All transcription will be completed and submitted the following week after the meeting. I am trained in OnBase Live/Media Manager internet-based software.

Thank you!

Sincerely,

DEBRA H. DUNCAN
Slamduncan85@gmail.com
213.880.7180

minutes/solutions

Minute Taking Services

2024 Rates

Virtual Services

Meetings Attended Virtually or Recorded Meetings

Board Meetings, Committee Meetings, Seminars & Conference Breakouts

Up to 2 hours	$220
2 - 4 hours	+$35/half hour
4+ hours	+$50/half hour

Annual Meetings & Conferences

Up to 2 hours	$335
2 - 4 hours	+$35/half hour
4+ hours	+$50/half hour

Additional Services & Fees

• Custom Format	$50	• Add-on Meeting (up to 30 mins)	$115
• Separate Action Item List	$25	• 3 Business Day Delivery	$75
• Separate Motions List	$25	• Meeting Booked with < 24 hrs Notice	$75
• Separate Restricted Records	Free	• Cancellations with < 24 hrs Notice	$220
• 1st Round of Revisions	Free	• Zoom Room	Inquire
• Subsequent Rounds of Revisions	$25	• Meeting Moderation	Inquire

Details

- Turnaround time is 5 business days for live meetings; up to 10 business days for recordings.
- Incremental charges after 2 hours are per half hour or part thereof.
- Pricing includes one set of minutes per meeting.
- A custom quote will be provided for unique and multi-day meetings.
- For Verbatim Transcription services, please inquire for pricing and details.
- Payment terms are net 30. Late payments will be charged interest at 3.5% per month.
- All pricing in USD.

June 1, 2024

Vernell McDaniel
City Clerk of Compton
205 South Willowbrook Avenue
Compton, California 90220

Greetings City Clerk McDaniel,

Please accept my Professional Services Quote for the transcription and preparation of meeting minutes for the City of Compton's Legislative Bodies.

QUOTE FOR MINUTES TRANSCRIPTION

$900.00 per Legislative Body Meeting Date

I have more than 15 years of experience. I am trained in OnBase Live/Media Manager internet-based software. All transcription will be completed and submitted by the following week. I own and maintain the equipment required to provide the service. I will respond to all communication within 24 hours.

Thank you for your consideration.

Best Regards,

Melvinna Sharp
MelvinnaSharp@gmail.com
(702) 338-1491

July 23, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY CLERK**

SUBJECT: **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 FOR ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES FOR CITY'S LEGISLATIVE BODIES FOR FISCAL YEAR 2024-2025 IN THE AMOUNT OF THIRTY-NINE THOUSAND SIX DOLLARS ($39,600)**

SUMMARY

Adoption of this Resolution will authorize the City Manager to enter into a twelve (12) month agreement (i.e. July 1, 2024 through June 30, 2025) with All Star Interpreting Service ("All Star") to provide Spanish language translation and interpretation services for the public meetings of the City's legislative bodies for Fiscal Year 2024-2025 and establish a purchase order in the amount of Thirty-Nine Thousand, Six Hundred Dollars ($39,600).

BACKGROUND

The City Council conducts much of the City's business during its weekly public and televised meetings in the English language. A substantial portion of the City's population is Spanish speaking and the City believes that it is important for all residents of the City to understand and participate in the governance of the City, thus the need to provide interpretation and translation services for City Council meetings and other community meetings. The City conducts public meetings of its legislative bodies up to four (4) times monthly.

STATEMENT OF ISSUE

The Clerk's Office does not have staff to perform the professional services needed to provide professional, certified language translation and interpretation services for the various City's legislative bodies. Thus, informal proposals were sought and received from four (4) firms; to wit:

All Star Interpreting Service - $850.00 flat rate per meeting

Bilingual Services International - $595.00 times 2 Interpreters (required) up to 3 hours, $195.00 per each additional hour per interpreter

Medrano Interpreting - 1600.00 times 2 Interpreters (required) up to 6 hours for a total of $3200.00 per meeting.

Reliable Translation Inc. - $228.00 times 2 Interpreters (required) up to 2 hours, (additional cost {NOT SPECIFIED} per every 15 minutes, and mileage)

Proposals received were evaluated on experience, professionalism, knowledge, etc. While each of the firms seemingly were qualified to adequately perform the tasks needed, All Star Interpreting Service proposed fees were most competitive and reasonable. Additionally, the City has previously contracted with All Star Interpreting Service and has found their services reliable and very satisfactory.

All Star has been providing translation and interpreting service for over twenty-nine (29) years. All Star is a member of the American Translators Association, State and Federally Certified Interpreters and provide services for virtually every language.

All Star will provide professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Public Finance Authority, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, which includes translation for the City's cable telecast of the aforementioned meetings. The contract with All Star will be for one (1) year (July 1, 2024 through June 30, 2025). The costs of services will remain at the rate of Eight Hundred Fifty Dollars ($850.00) per date of services rendered for the entire term of the agreement.

FISCAL IMPACT

The costs for services for Fiscal Year 2024-2025 is estimated at Thirty Five Thousand Dollars ($39,600.00). Funds for this expenditure are available in:

Account No.	Account Name	Amount
1001-470-000-4262	General Fund, City Clerk Dept, Contractual Services Account	$38,600
1201-910-000-4266	Successor Agency Fund, Contractual Services Account	$1,000
		$39,600

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

**VERNELL MCDANIEL
CITY CLERK**

APPROVED FOR FORWARDING:

**WIILIE HOPKINS JR.
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ESTABLISH A PURCHASE ORDER FOR ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES FOR CITY'S LEGISLATIVE BODIES FOR FISCAL YEAR 2024-2025 IN THE AMOUNT OF THIRTY-NINE THOUSAND SIX HUNDRED DOLLARS ($39,600)

WHEREAS, the City Council conducts much of the City's business during its weekly public and televised meetings in the English language; and

WHEREAS, a substantial portion of the City's population is Spanish speaking and the City believes that it is important for all residents of the City to understand and participate in the governance of the City, thus the need to provide interpretation and translation services for City Council meetings and other community meetings; and

WHEREAS, informal quotes were sought from vendors that provide Spanish translation services; and

WHEREAS, there were only four (4) quotes received:

All Star Interpreting Service - $850.00 flat rate per meeting
Bilingual Services International - $595.00 per interpreter (2 required)
Medrano Interpreting - $1600.00 per interpreter (2 required)
Reliable Translations Inc. - $228.00 per interpreter (2 required)

WHEREAS, the existing contract has expired; thus, it is requested that the City Manager is authorized to enter into a contract for a period of 12-months (i.e. July 1, 2024, through June 30, 2025); and

WHEREAS, All Star Interpreting Service ("All Star") has been providing translation and interpreting service for over twenty-eight (28) years and is a member of the American Translators Association, State and Federally Certified Interpreters and provide services for virtually every language; and

WHEREAS, All Star will provide professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Public Finance Authority, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, which includes translation for the City's cable telecast of the aforementioned meetings; and

WHEREAS, the contract with All Star will be for a term of one (1) year (July 1, 2024 through June 30, 2025) at a cost not to exceed Thirty Nine Thousand Six Hundred Dollars ($39,600.00); and

WHEREAS, funds for this expenditure are available in the following account numbers of the 2024-2025 Fiscal Year Budget:

Account No.	Account Name	Amount
1001-470-000-4262	General Fund, City Clerk Dept, Contractual Services Account	$38,600
1201-910-000-4266	Successor Agency Fund, Contractual Services Account	$1,000
		$39,600

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

Section 1. That the City Manager, upon the advice and approval of the City Attorney is authorized to enter into a twelve (12) month (i.e. July 1, 2024 through June 30, 2025) agreement with All Star Interpreting Service to provide "as-needed" professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Public Finance Authority, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings and translation for the City's cable telecast of the aforementioned meetings in an amount not-to-exceed $39,600.00.

Section 2. That a purchase order in the amount of Thirty Five Thousand Dollars ($35,000.00) is authorized to be established for All Star Interpreting Service from the following account numbers:

Account No.	Account Name	Amount
1001-470-000-4262	General Fund, City Clerk Dept, Contractual Services Account	$38,600
1201-910-000-4266	Successor Agency Fund, Contractual Services Account	$1,000
		$39,600

Section 3. That funds for this expenditure are available in the 2024-2025 Fiscal Year budget in the following account numbers:

Account No.	Account Name	Amount
1001-470-000-4262	General Fund, City Clerk Dept, Contractual Services Account	$38,600
1201-910-000-4266	Successor Agency Fund, Contractual Services Account	$1,000
		$39,600

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

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

ADOPTED this _____ day of _____, 2024.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by

the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2024.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

INTERPRETATION AND TRANSLATION SERVICES AGREEMENT BETWEEN THE CITY OF COMPTON AND ALL STAR INTERPRETING SERVICE

This **AGREEMENT** is made 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 **ALL STAR INTERPRETING SERVICE** (hereinafter referred to as **"ALL STAR"**), located at 7330 Stockdale Highway, Suite 18, Bakersfield, California 93309.

RECITALS:

WHEREAS, the City Council conducts much of the City's business during its weekly public and televised meetings in the English language; and

WHEREAS, a substantial portion of the City's population is Spanish speaking; and

WHEREAS, the City believes that it is important for all residents of the City to understand and participate in the governance of the City, thus the need to provide interpretation and translation services for City Council meetings and other community meetings; and

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

WHEREAS, by Resolution No. _____, adopted on the _____ day of _____, 2024, the City Council authorized the City Manager to enter into an agreement with All Star to provide interpretation and translation services to the City; and

WHEREAS, All Star is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT:

1. **Services to be rendered by All Star.** It is the mutual understanding of the parties that the All Star shall perform and be responsible for providing professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Public Finance Authority, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, which includes translation for the City's cable telecast of the aforementioned meeting. All Star shall be available for performance of services at the aforementioned public meetings of the City's legislative bodies commencing at 5:30 p.m. on any Tuesday that a meeting(s) is scheduled, unless directed otherwise by the City Clerk's Office. For special and emergency meetings of the aforementioned legislative bodies, All Star shall be available upon twenty-four (24) hours advance notice of the date and time.

All Star acknowledges that in entering into this Agreement the City is relying on All Star's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, All Star agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by

members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

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

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

Acceptance by City of the work performed under this Agreement does not operate as a release of said All Star from such professional responsibility for the services performed.

2. Duration of Contract. The term of this Agreement shall be for the period of July 1, 2024 through June 30, 2025, unless this Agreement is terminated as provided herein.

3. Compensation. The method of payment for this Contract will be on a flat fee-for-services basis. Interpreter labor shall be assumed to be for a full day event at a cost of **Eight Hundred Twenty Five Dollars ($825.00).** The total price paid All Star will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the All Star, 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 All Star and the City. Adjustment in the total compensation will not be effective until authorized and approved by written contract amendment**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the All Star. If All Star fails to submit the required deliverable items according to schedule, unless the failure is through no fault of the All Star or the schedule is altered/extended by the City, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

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

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

All Star understand and agree that the maximum compensation authorized for the services to be performed pursuant to this Agreement is limited to a not-to-exceed sum of **Thirty-Nine Thousand Six Hundred Dollars ($39,600.00).**

In the event of termination, the All-Star 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 All Star's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. Ownership of Materials. All Star agrees that all of its electronic and hardcopy reports, documents, disc, diskettes and other materials and work product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, All Star hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by All Star or its agents, employees and subcontractor pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

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

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

The payment made to All Star pursuant to the Agreement will be the full and complete compensation to which All Star is entitled. City will not make any federal or state tax withholdings on behalf of All Star or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of All Star or its employees or subcontractors. All Star agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of All

Star or any agent, employee, or contractor of All Star for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to All Star.

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

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

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

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

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

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

10. Indemnification. All Star shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including

property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the All Star, its officers, employees, subcontractor, subcontractors or agents in the performance of the duties undertaken by All Star pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Covenants Against Contingent Fees. All Star warrants that All Star has not employed or retained any company or person, other than a bona fide employee working for All Star, to solicit or secure this Agreement, and that All Star 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.

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

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

20. 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.

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

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

23. Amendments. This Agreement may be modified or amended only be written document executed by both All Star 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.

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

25. 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.

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

To Provider:
All Star Interpreting Service
7330 Stockdale Hwy, Unit 18
Bakersfield, California 93309
Attn: Juan Carlos Morales, President & CEO
(213) 400-9225
(213) 400-0925 – Direct
(818) 547-0562 – fax
customerservice@allstarinterpreting.com

To City:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Clerk
(310) 605-5530
(310) 639-4685 – fax

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

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

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

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

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

ALL STAR INTERPRETING SERVICES

Dated: _____ **By _____**
Juan Carlos Morales, President & CEO

CITY OF COMPTON

Approved by:

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

Approved as to form:

By _____ **Dated: _____**
Eric Perrodin, City Attorney

ATTEST:

Dated: _____ **By _____**
Vernell McDaniel, City Clerk

ALL STAR
INTERPRETING SERVICE
PROFESSIONAL INTERPRETERS AND TRANSLATORS

All Star's Proposal for City of Compton

If we need to schedule an event outside of the City Council Chambers and a large group of attendees is expected this is what we can offer you:

Simultaneous Interpreting Rates

Interpreter labor is assumed to be for a full day event (a half day event is considered up to 3:30 hours of translation time).

Spanish Translation

Interpreter Summary	**Qty**	**Units**		
Spanish Interpreter	1	**1.0 days**	$ 950.00	$ 950.00
Interpreter Non-Profit discount	1	**1.0 days**	$ (200.00)	$ (200.00)
Total (Up to 6:00 Hrs.)				**$ 750.00**

Equipment Rental Rates

Recommended Package

This equipment package includes:

	$/unit	qty	Extended Price
Translation Station	$ 50.00	1	$ 50.00
Sound Barrier	$ 25.00	1	$ 25.00
IR Emitter 1-channel	$ 100.00	1	$ 100.00
IR Headsets 1-channel	$ 6.00	20	$ 120.00
PA system (inc. Mixer/Amp and 2 speakers)	$ 125.00	1	$ 125.00
Wireless Microphone	$ 50.00	1	$ 50.00
Regular microphone with stand & cable	$ 25.00	1	$ 25.00
Equipment Sub-Total			**$ 495.00**

If additional headsets are required, they can be supplied at a rate of $6/unit. Please, let us know as soon as possible if any other audiovisual equipment (overhead projectors, screens, etc...) is required for the event.

A/V Technician Rates

There is a 5-hour minimum, for technician labor. A/V technician rates include travel time, equipment setup, sound check, the event and removal/clean up of the equipment.

AV Tech Summary	**Qty**	**Units**		
AV Technician	1	**hours**	$ 65.00	$ 455.00
AV Technician Non-Profit discount	1	7	$ (10.00)	$ (70.00)
Total				**$ 385.00**

Cost Summary

The following is a cost summary per event. Each item is identified and totaled for your convenience.

Labor	$ 1,135.00
Equipment	$ 495.00
Taxes on Equipment 9.25%	$ 45.79
Total	**$ 1,675.79**

Post Office Box 250958, Glendale, CA 91225-0958
Phone (213) 400-0925 Fax (818) 547-0562
E-mail Address: jcmorales@interpreting.com

ALL STAR
INTERPRETING SERVICE
PROFESSIONAL INTERPRETERS AND TRANSLATORS

Event Time & Location:

Tuesday Evenings form 5:30 pm until the meeting is adjourned.

City Council Chambers or other places within the City of Compton (To be determined)

Payment Terms

All Star Interpreting Service, Inc., is a small business and can extend these very competitive rates based on prompt payment. Payment is expected within 45 days.

Credentials

All Star Interpreting Service, Inc., has been providing translations and interpreting services since 1993. All Star Interpreting Service, Inc., works with a crew of professional certified court translators and interpreters of practically every language. Among other languages, we have provided written translations and interpretation service in Chinese, Japanese, Korean, Arabic, Armenian, Yugoslavian, Hungarian, German, French, Italian, Portuguese and of course, Spanish. Upon request, we can provide virtually any other language through our network of translators and interpreters. Being members of the American Translators Association, State and Federally Certified Interpreters we strive to provide the highest quality translations in any given circumstance.

Post Office Box 250958, Glendale, CA 91225-0958
Phone (213) 400-0925 Fax (818) 547-0562
E-mail Address: jcmorales@interpreting.com

BiLingual Services International

All Language Assistance Network

ESTIMATE FOR INTERPRETING SERVICES

Prepared for: Calicia Godwin, Deputy City Clerk
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220
Phone: 310. 605. 5530 Email: cwilson@comptoncity.org

Services requested: Spanish language interpreting services for City Council meetings
Location, date, and time: TBD

In Person Fees:
Half-day session (up to 3 hours) **$ 595.00 (per interpreter)**
Each additional hour or fraction thereof **$ 195.00 (per interpreter)**

Headsets: **$ 8.95 (per headset, if requested)**
Two interpreters required if meeting is scheduled for more than 2.0 hours

Teleconference by Zoom Fees: **$ 495.00 (per interpreter)**
Half-day session (up to 3 hours) **$ 165.00 (per interpreter)**
Two interpreters required if meeting is scheduled for more than 2.0 hours

Rush Fee: 25% ADDITIONAL IF LESS THAN 4 (FOUR) BUSINESS DAYS NOTICE IS PROVIDED.
Mileage: If applicable.
Parking: Reimbursement if validation is not available.

Cancellation and Re-scheduling Policy: Less than 4 (four) business days notice is subject to the minimum session rate quoted above.
Billing Policy:
50% deposit required at booking, and balance due upon receipt of invoice. VISA/ MASTERCARD accepted for payment of the 50% deposit and/or balance due.
When paying by credit card, please fill out section below.

Amount: $_____ Name on Card:_____
Expiration Date:_____ Account Number:_____
CVV#:_____ Address:_____Zip code:_____

We take this opportunity to thank you for allowing us to be of service. Should this estimate for services meets with your approval, please indicate agreement by signing below. Please feel free to email our office at biligualservices@email.com if we can be of further assistance.

_____ _____
Client's Signature Date

H. M. Torres-Comas
_____ _____
BiLingual Services International Representative Date

• EXCELLENCE IN SERVICE •
SINCE1980

JOSEPH W. MEDRANO & ASSOCIATES, INC.
1824 SOUTH SIXTH STREET
ALHAMBRA, CA 91803
A Professional Interpreting Service
(626) 576-5007

Proposal for City of Compton City Council Meetings

Simultaneous Interpreting Rates

Interpreter labor is assumed to be for a full day event, up to 6 hours with 2 interpreters.

Spanish Translation

Interpreter Summary	Qty	Units	Per Interpreter	Total cost
Spanish Conference Interpreters (Up to 6 Hours)	2	1 full day	$ 1600	**$ 3200***

*After 6 hours, add $525 for each additional hour

***Note:** If any documents are to be translated, please provide them at least 2 business days prior to the event in **PDF format** so our interpreters can prepare accordingly.

Payment Terms

Full payment is required 7 days prior to meeting date. If payment is not received, we will not provide interpreting services for the meeting.

Cancellation Policy

If the assignment is changed or cancelled, notification must be received within 72 hours/ 3 business days prior to the assignment start time excluding weekends and holidays (i.e. an assignment for 2 pm Tuesday must be cancelled by 2 pm the previous Thursday; an assignment for 10 am Wednesday must be cancelled by 10 am the previous Friday), otherwise full charges will apply. If, on the date of the assignment, the interpreter(s) is not used or the assignment does not go forward for any reason, full day charges will apply.

Reliable TRANSLATIONS

WE SPEAK YOUR LANGUAGE!

Reliable Translations Inc. New Client-Info Pack

Dear Valued Client,

I want to first thank you for coming to Reliable Translations for all your translation and interpreting needs! We are very excited to serve you and your team, and we look forward to fulfilling all your requests in a timely and efficient manner.

We have attached this Welcome Letter so you will know more about who we are, what we do and most importantly, how we are going to make your translations and interpreting experience fast, easy, and efficient with the best results possible.

WHO WE ARE

Reliable Translations is an established national Translations agency based in Glendale, CA (West) with offices in Nashville, TN (Central) and Clearwater, FL (East). We have been in business for over 12 years, and we serve the entire Continental United States with Translation and Interpreting services in ANY language(s) for any type of document(s) and for any type of meeting.

WHAT WE DO

Our main focus at Reliable Translations is to make Translation and Interpreting services EASY and PAIN FREE for all our clients.

This means we have as our #1 goal ***your complete satisfaction*** with each and every Translation and/or Interpreting job you send our way. We believe that if we can take most of the work out of your hands and place it into ours, and then perform the request VERY well, you will be fully satisfied.

We want you to rest easy, knowing that all your Translation and Interpreting needs are fully taken care of, day in and day out, with the least amount of effort on your part because we have you fully covered. Our fast, easy, and efficient service was designed to be this way through 12 years of hard-won experience.

In short, we know how to make your life easier by providing excellent translation and interpreting services.

GENERAL INFORMATION

Prices: Answers to pricing questions will be provided by your Sales or Service Representative at your request.

Hours: Monday-Saturday for all clients from 8:30 AM to 6:00 PM

Customer Service Hours: Email: 24 Hours a day, 7 days a week.
Phone: Monday-Friday, 8:30AM to 5:30PM

Main Office Physical Address:

121 West Lexington Dr., Suite L106D, Glendale, CA 91203

Main Phone: 818-484-8673

Sales:	Ext. 700
Translations:	Ext. 701
Interpreting:	Ext. 702
Finance:	Ext. 703

Website: www.ReliableTranslations.com

Below you will find answers to Frequently Asked Questions (FAQs). If you do not find the answer to your question here, please ask your service representative.

TRANSLATIONS

How do I place an order for a translation or translations?

Written Translations: If you have a translation request, simply email it to Translations@RtiTran.com and attach the document(s), note the language or languages to be translated into and the date by which you need the translation completed and returned to you.

If there is any other information, reference material such as a glossary, or any other special requests for the translation or formatting, just include it in the email request. If your document is very large (10 MEG or larger), you can request a secure link by email that will allow you to upload your files safely with a simple drag and drop of the files.

Your service representative will usually get back to you in no more than 30 minutes confirming the request. If there is any missing information, the service representative will ask in the return communication. Other than that, we will get right on it and get it completed and right back to you!

Can I make a translation request at any time and for a very short turnaround time?

YES, you can. In almost all cases we can meet your request. If we know we honestly cannot, we will inform you. But be assured we do have the resources to meet very tight turnaround times no matter the size of the request.

What is a RUSH request for a translation and what is the charge?

A RUSH request is any request that requires a turnaround of 24 hours or less. Be advised, this definition can change depending on volume and the nomenclature (highly specialized such as scientific, medical, etc.).

Your service representative will let you know right away but be assured almost all RUSH requests can be fulfilled for the deadline and if that is not the case for any reason, you will be informed right away to work out the best

solution. The charge for a RUSH translation is $0.06/word in addition to the standard price. Small documents incurring a flat rate base fee DO NOT receive any extra charge for RUSH.

What are FLAT RATE minimum charges?

Very small documents will have a flat rate minimum (Base) charge. The size of a flat rate document is variable depending on the language, but generally falls in the range of 250-400 words or if your document is larger than this minimum size, a per word rate for that language applies instead.

Flat rate charges for minimum word translations can vary slightly, so please always check with your Service Representative.

Can a translation order be cancelled?

No, translations are started almost immediately, and because translators are paid in full for translations once assigned, we do need to also charge in full for the translation after an allowed grace period of 20 minutes.

Does Reliable Translations use Machine-Translation Software or Google to Translate?

NO. Our Translations are 100% Human Generated and this is expressly stated in the Reliable Translations Contract with Linguists. 100% Human Generated Translations also ensure the target audience is receiving the communication in its *intended* form.

INTERPRETING

How do I Place an order for an Oral Interpreting request?

Oral Interpreting: For an interpreting request simply email Interpreting@RtiTran.com. Please include the language(s) needed, the date, the starting time and ending time, and the type of meeting. If it is an on-site meeting, include the location with the complete physical address, or if it will be virtual (Zoom, Skype, etc.) include the Zoom link and any other needed information such as an agenda for the virtual event/meeting.

If you need written document translations to complement your event, such as a PowerPoint or printed agenda, let us know and we can get it translated. Your Service Representative will contact you within 30 minutes of the request to confirm arrangements and make sure your interpreting service is fully set up! For any interpreting request, you can always call (818) 484-8673 Ext. 702 to discuss it with your Service Representative.

Can I schedule an interpreting job with very short notice? Is there an extra fee?

YES, you can schedule an interpreting job with as short a notice as just minutes before the event, if you would like.

NO, there would not be an extra fee.

The only problem with ordering on short notice would be the availability of Interpreters to cover it and simply if we can schedule them and get them there on time. In this case, as soon as you schedule the job, covered or not, Reliable Translations charges the full rate. So it is simply NOT advised to schedule interpreting events with any shorter notice than 24 hours prior to the event or meeting.

The BIGGER the event and more languages required, the longer the advance notice we advise. If there are any issues whatsoever with coverage, your Service Representative will let you know right away. But be assured we can cover pretty much anything you throw at us.

We just ask that you give us as much advance notice as possible, and the bigger the event and the more languages needed, any additional time given makes it easier for all parties involved.

What is the cancellation policy on Interpreting assignments?

Any Interpreting Job received by Reliable Translations which is confirmed with you, the client, that is cancelled within 24 hours of the scheduled start time, is considered a late cancellation and the full job as scheduled will be charged.

What is Simultaneous Interpreting:

Simultaneous Interpreting means a linguist is interpreting a meeting or event while the speaker speaks (simultaneously to the speaker). For in-person

meetings, this usually requires a transmitter and receivers for those hearing the interpreter. Simultaneous basically means “At the same time.” This style is used in almost all meetings and events where there is a speaker and multiple people are being interpreted for. It is even used for a single audience member if the speaker does not want to be interrupted while speaking.

What is Consecutive Interpreting?

This is interpreting during which the interpreter waits for the speaker to say about 2 or 3 lines. Then the speaker pauses so the interpreter can interpret those lines for the other party. This protocol is usually explained to the speaker, if necessary, before the event begins, so the speaker is aware to stop after a few lines, allowing the interpreter to interpret them. The interpreter can ask/answer questions back and forth or convey the answers to the speaker. This is common for medical environments, one on one conversations, and interviews of any kind.

Can I send a translation or interpreting request at ANY time?

YES. You can email your request ANYTIME to the email addresses mentioned above. They will be answered as soon as they are received within 30 minutes during normal business hours Monday-Saturday. You may need to give it a little more time on a Sunday or after 6:30 PM PST. Besides that, you will always get an answer within 30 minutes. In fact, it is very common for our Service Representatives to answer request emails within 10 minutes!

How is interpreting billed in terms of hours?

Reliable Translations does have a minimum number of hours for any interpreting job, which is based on the booked time. The billing requirements are listed in bullet points below:

- 1-hour minimum for telephonic interpreting
- A 1.5 hour minimum per language for any virtual event/meeting (Zoom, Skype, etc.).
- A 2-hour minimum for any ON SITE event/meeting (Physical location that the interpreter must travel to).
- For any virtual event using Simultaneous Interpreting, 2.5 hours or more requires 2 interpreters per language. Specialized scenarios such as medical, scientific, or specialized terminology may require a partner for an even shorter meeting, and this is determined by your Sales
- Representative or Service Representative. Most scenarios are NOT specialized.

- For any ON SITE Simultaneous Interpreting, a meeting of 3 hours or more requires 2 interpreters per language.
- For ON SITE Simultaneous interpretation of 2.5 hours or more with **no** breaks, 2 or more interpreters per language will be required.
- Consecutive Interpreting usually does not require 2 interpreters per language except under certain scenarios such as a large audience for which 2 or more interpreters per language may need to "roam" to handle "Question and Answer" sessions for people in the audience.
- If an interpreting session runs beyond the originally booked ending time, we add charges in 15-minute increments, rounded to the nearest 15 minutes, for each interpreter on the assignment. (Please be sure to book enough time when you set up your assignment, since interpreters may have other booked assignments later that day that they must honor. They will continue if available.)
- For ASL (American Sign Language) we often need to book 2 interpreters for assignments even shorter than 2 hours. This language is physically taxing as well as mentally, so having an interpreting partner is needed more frequently. Check with your service representative and provide details of your request.

Are there any other charges for Interpreting services?

- There could be, and your Sales or Service Representative will let you know upfront what these would be. Below are some other possible charges:

- Mileage for ON SITE interpretation. This charge is usually for traveling distances of 25 miles or more each way. (We use the standard IRS mileage reimbursement rate announced yearly.)
- For On-Site Simultaneous Interpreting Reliable Translations charges for equipment rental if you are not providing the equipment for Interpreting. For any virtual event, if a Technician for the virtual platform is needed, we do charge an hourly rate for the Technician. Where there are multiple languages, or multiple speakers in a virtual event, your Service
- Representative can discuss any needed set up time for Interpreters to come online for testing of the set-up arrangements in coordination with staff and technician before the event commences.
- As noted above, overtime beyond the booked time is charged in 15-minute increments and will be added after the event.
- ASL could require a second "partner" interpreter at or even before the 2-hour mark.

What is the cancellation policy on Interpreting assignments?

Any Interpreting Job received by Reliable Translations which is confirmed with you, the client, that is cancelled within 24 hours of the scheduled start time, is considered a late cancellation and the full job as scheduled will be charged.

Please also note: Any Interpreting job received *within* 24 hours of the scheduled start time and also confirmed *within* 24 hours of the scheduled start time which is then cancelled before the scheduled start time will be charged in full.

RELATED SERVICES

What additional language services do you provide?

- Certifications and notarizations of our translations where required for legal documents.
- Foreign language transcription of your audio or video files
- Translation of a transcript to another language
- Subtitling
- Voiceovers
- Translation and voicing of navigation cues and messages for your phone system
- Foreign language layout services, such as in InDesign
- Translation for web and for social media posts
- Dialogue consultation for film

RELATED FAQs

Does Reliable Translations outsource ANY of its interpreters or translators?

NO. Reliable Translations only uses Professionals in the field of Interpreting and Translations. Reliable Translations has a direct 17-page binding Contract with every linguist that we use. This alone ensures a professional

level of quality for every job we do as we only pull from these resources. Reliable Translations also does quality checks on every linguist to ensure a continued high level of quality.

Are there any extra charges or hidden fees after I get my initial quote?

NO. Reliable Translations is unique in this field as our final quoted price is always the FINAL price. You will never incur ANY additional fees, hidden charges, or surcharges with Reliable Translations. If your assignment changes from your initial booking by running overtime, we charge the additional time in 15-minute increments, but we use the same hourly rate, not time and a half, or double time.

Other translation and interpreting companies sometimes quote a very low price, but by the time the job is completed or is in progress, the job has incurred many additional fees. This is something you will never experience with Reliable Translations.

How do I pay?

In your INITIAL sale (your first purchase) we will usually ask for a 50% deposit. All subsequent requests/work can be billed to your company or purchasing department. We do understand that many Government entities, Schools and Corporations only pay by invoicing and/or Purchase Order. In this case your Sales Representative will work out the best payment option for you on your initial quote/sale.

What if there is a problem with any Translation or Interpreting job?

Immediately contact your Customer Service Representative and he or she will handle it right away.

Does Reliable Translations outsource its tech/customer support?

NO. Reliable Translations has employees in 3 separate locations in the United States that cover all three regions (West, Central and East). After your initial sale/order, you will be set up with a Service Representative who will handle ALL your future job requests from that point forward and any service or tech questions.

You will have a dedicated Service Representative who is available by phone during business hours and email 7 days a week.

Can I call with a question at any time?

You can call (818) 484-8673 at any time, but the hours for our main line are limited to 8:30 AM to 6PM PST Monday through Friday with occasional phone availability on Saturday.

If you are calling outside those hours you may not get a Service Representative on the line and it would be better to email your request or call back during the regular business hours.

Is there anything else I need to know that is not covered here?

If there are any questions you may have that are not covered here, your sales or service representative will help you right away. Please feel free to call ANYTIME or email ANYTIME. Our keyword is RESPONSIVENESS.

During regular hours we will be there for anything you need and outside those hours, please send us an email, and we will get back to you ASAP. You can also call and leave a message if outside regular hours.

Reliable Translations is here to service you and your team to the highest standards possible. We very much look forward to taking care of all your translation and/or interpreting needs!

CONTACT US

Phone: (818) 484-8673

Email: jamesm@rtitran.com

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Our mailing address is:
Reliable Translations, Inc.
121 W. Lexington Drive, Suite L106D
Glendale, CA 91203

Category			MINIMUM CHARGE	
On-Site Meetings	**Rate/hour**		**2 hours**	
	Spanish	$114	$228	
	Arabic	$154	$308	
	ASL*	$180	$360	
	Cantonese	$154	$308	
	Farsi	$154	$308	
	Hmong	$192	$384	Partner needed , if simultaneous interpreting will be intensive.
	Italian	$154	$308	
	Korean	$154	$308	
	Mandarin	$154	$308	
	Somali	$192	$384	
	Russian	$154	$308	
	Tagalog	$154	$308	
	Vietnamese	$180	$360	
Other Languages - request quote				
Zoom/Videoconference Meetings	**Rate/hour**		**1.5 hours / except ASL**	Partner needed , if simultaneous interpreting will be intensive.
	Spanish	$114	$171.0	
	Arabic	$154	$231.0	
	ASL	$180	$270.0	
	Cantonese	$154	$231.0	
	Farsi	$154	$231.0	
	Hmong	$192	$288.0	
	Italian	$154	$231.0	
	Korean	$154	$231.0	
	Mandarin	$154	$231.0	
	Russian	$154	$231.0	
	Somali	$192	$288.0	
	Tagalog	$154	$231.0	
	Vietnamese	$180	$270.0	
Other Languages - request quote				

Phone Conferences	Rate/hour	1 hour
Spanish	$ 114.00	$ 114.00
Arabic	$ 154.00	$ 154.00
Cantonese	$ 154.00	$ 154.00
Farsi	$ 154.00	$ 154.00
Hmong	$ 192.00	$ 192.00
Italian	$ 154.00	$ 154.00
Korean	$ 154.00	$ 154.00
Mandarin	$ 154.00	$ 154.00
Russian	$ 154.00	$ 154.00
Somali	$ 192.00	$ 192.00
Tagalog	$ 154.00	$ 154.00
Vietnamese	$ 180.00	$ 180.00

Other Languages - request quote

We charge for additional time in 15 minute increments, rounded to the nearest 15 minutes.

Mileage will be charged at Standard IRS Reimbursement rate for the year if mileage is > 15 miles round trip.

Cancellation or no show with less than 24 hours' notice will incur the full charge for the booked time.

You are committing to the booked time. If the meeting or conference ends early, the booked time is still due.

WRITTEN TRANSLATIONS	Professional Translator	Calif Court Ce
Spanish	0.18/word	0.28/word
Arabic	$0.32	$0.40
Chinese	$0.29	$0.40
Farsi	$0.32	$40.00
Hmong	$0.45	$0.55
Italian	$0.25	$0.34
Korean	$0.29	$0.40
Russian	$0.28	$0.38
Somali	$0.32	$0.42
Tagalog	$0.27	$0.36
Vietnamese	$0.29	$0.46

FLAT RATE MINIMUM OF $80.00 PER MOST LANGUAGES

Cancellations are not permitted on written translations since we are obligated to pay the translator in full once the job order is begun.

rtified

ALL STAR
INTERPRETING SERVICE
PROFESSIONAL INTERPRETERS AND TRANSLATORS

Ms. Calicia Godwin
Deputy City Clerk
City of Compton
205 S. Willowbrook Avenue
Compton, California 90220

(310) 605-5530 phone
e-mail: cwilson@comptoncity.org

July 18, 2024

Dear Ms. Godwin,

As promised, I have attached a proposal, for the interpreting services we will provide for the City Council Meetings and any other Community Meeting to be held in Compton from this date forward.

For the purposes of pricing, this proposal assumes the consideration that the meetings will last more than 3:30 hrs. Hence, the cost will remain the same whether they lasts 3:30 and up to 6:00 hrs. In case the meeting lasts under the 3:30 hrs., the City of Compton will receive a discounted invoice as we will only charge you the basic fee of $550.00. In an effort to partner with the City once again, we are barely increasing our fees for the first time since 2012 to reflect an increase on our Interpreters pay for cost of living.

I look forward to working with you again. If you have any questions, please feel free to contact me at (213)400-0925.

Sincerely,

All Star Interpreting Service, Inc.
By
Juan Carlos Morales
President and CEO

Post Office Box 271186, Corpus Christi, TX 78427-1186
Phone (213) 400-0925 Fax (818) 547-0562
E-mail Address: jcmorales@aol.com

ALL STAR
INTERPRETING SERVICE
PROFESSIONAL INTERPRETERS AND TRANSLATORS

All Star's Proposal for City of Compton

If we need to schedule an event outside of the City Council Chambers and a large group of attendees is expected this is what we can offer you:

Simultaneous Interpreting Rates

Interpreter labor is assumed to be for a full day event (a half day event is considered up to 3:30 hours of translation time).

Spanish Translation

Interpreter Summary	**Qty**	**Units**		
Spanish Interpreter	1	**1.0 days**	$ 1,025.00	$1,025.00
Interpreter Non-Profit discount	1	**1.0 days**	$ (200.00)	$ (200.00)
Total (Up to 6:00 Hrs.)				**$ 825.00**

Equipment Rental Rates

Recommended Package

This equipment package includes:

	$/unit	qty	Extended Price
Translation Station	$ 50.00	1	$ 50.00
Sound Barrier	$ 25.00	1	$ 25.00
IR Emitter 1-channel	$ 100.00	1	$ 100.00
IR Headsets 1-channel	$ 6.00	20	$ 120.00
PA system (inc. Mixer/Amp and 2 speakers)	$ 125.00	1	$ 125.00
Wireless Microphone	$ 50.00	1	$ 50.00
Regular microphone with stand & cable	$ 25.00	1	$ 25.00
Equipment Sub-Total			**$ 495.00**

If additional headsets are required, they can be supplied at a rate of $6/unit. Please, let us know as soon as possible if any other audiovisual equipment (overhead projectors, screens, etc…) is required for the event.

A/V Technician Rates

There is a 5-hour minimum, for technician labor. A/V technician rates include travel time, equipment setup, sound check, the event and removal/clean up of the equipment.

AV Tech Summary	**Qty**	**Units**		
AV Technician	1	**hours**	$ 65.00	$ 455.00
AV Technician Non-Profit discount	1	7	$ (10.00)	$ (70.00)
Total				**$ 385.00**

Cost Summary

The following is a cost summary per event. Each item is identified and totaled for your convenience.

Labor	$ 1,210.00
Equipment	$ 495.00
Taxes on Equipment 9.25%	$ 45.79
Total	**$ 1,750.79**

Post Office Box 271186, Corpus Christi, TX 78427-1186
Phone (213) 400-0925 Fax (818) 547-0562
E-mail Address: jcmorales@aol.com

Event Time & Location:

Tuesday Evenings form 5:30 pm until the meeting is adjourned.

City Council Chambers or other places within the City of Compton (To be determined)

Payment Terms

All Star Interpreting Service, Inc., is a small business and can extend these very competitive rates based on prompt payment. Payment is expected within 45 days.

Credentials

All Star Interpreting Service, Inc., has been providing translations and interpreting services since 1993. All Star Interpreting Service, Inc., works with a crew of professional certified court translators and interpreters of practically every language. Among other languages, we have provided written translations and interpretation service in Chinese, Japanese, Korean, Arabic, Armenian, Yugoslavian, Hungarian, German, French, Italian, Portuguese and of course, Spanish. Upon request, we can provide virtually any other language through our network of translators and interpreters. Being members of the American Translators Association, State and Federally Certified Interpreters we strive to provide the highest quality translations in any given circumstance.

Post Office Box 271186, Corpus Christi, TX 78427-1186
Phone (213) 400-0925 Fax (818) 547-0562
E-mail Address: jcmorales@aol.com

July 16, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE-YEAR AGREEMENT ($165,500) WITH BLX GROUP LLC (BLX), AMEND THE FY2024-2025 CITY BUDGET, AND ISSUE A PURCHASE ORDER TO BLX FOR CONTINUING DISCLOSURE, ARBITRAGE REBATE COMPLIANCE, AND S.B. 1029 ANNUAL DEBT TRANSPARENCY REPORTING SERVICES FOR CITY BONDS FOR THE FIRST YEAR OF SERVICE ($59,500).**

SUMMARY

Adoption of this Resolution will authorize the City Manager to enter into a five-year agreement with BLX Group LLC (BLX) ($165,500), amend the FY2024-2025 City budget to transfer ($59,500) between various accounts, and issue a Purchase Order to BLX to provide Continuing Disclosure, Arbitrage Rebate Compliance, and S.B. 1029 Annual Debt Transparency Reporting Services for City bonds ($59,500) for the first year of service.

BACKGROUND

The City needs technical expertise in several disciplines to advance the goals and policies of the Mayor and Council in order to actively respond and implement bond disclosure requirements applicable to the City of Compton. In prior years the City issued bonds. As part of the agreements reached in the various bond transactions, including the Continuing Disclosure Agreements, it was required that the City perform certain disclosure activities. One of the required activities is to disseminate and post the required disclosures in a pre-determined and designated location, also known as a municipal bond disclosure platform. Additionally, other bonding disclosure requirements include arbitrage rebate compliance services and S.B. 1029 Annual Debt Transparency Reporting Services. The City does not have the technical knowledge to efficiently perform these required services. Therefore, the City needs an agent to disseminate and to post onto municipal bond platforms certain required disclosures related to its bond-related activity on an on-going basis.

A description of the City's past Bond issues is attached as Exhibit A.

Excerpts from past City Bond Disclosure agreements, which are still currently obligations of the City, is attached as Exhibit B.

Further, Resolution No. 25,387 which was approved by Council on December 8, 2020, adopted a Debt Management Policy and a policy for disclosure procedures. In this policy, in Section 6, "Debt Management and Administration", it states,

"The City Manager, or City Treasurer, and/or the City Controller, or his/her designee (the "Designated City Representative"), is hereby appointed as the City official responsible for the following:

- *Ensuring that the City's debt is administered in accordance with its terms, federal and State law and regulations, and best industry practices.*
- *Debt issuance including reviewing and recommending appropriate structures for new debt issuances*
- *Debt management, including assigning staff with certain day-to-day responsibilities.*
- *Working with the City Manager, City Controller and other staff deemed appropriate in formulating the City's debt management plans, executing these plans, and ensuring appropriate debt management.*
- *Keeping the City Council informed of the City's debt-related activities through informational reports, briefings, or workshops.*
- *Select service providers as necessary to assist meet legal requirements, assist with the debt issuance, and minimize debt costs. Such providers may include bond and disclosure counsel, financial advisors, underwriters, trustees, verification agents, escrow agents, arbitrage consulting, special tax consulting, and other consultants as needed.*
- *Communicating with rating agencies, investors, and other debt related service provides about the City's financial condition*
- *Review outstanding debt for refunding opportunities*
- *Maintain compliance with the Investment Policy and disclosure requirements in the City's Disclosure Policy"*

STATEMENT OF THE ISSUE

In November 2021, the City entered into an agreement with Willdan to perform these bond disclosure and dissemination services for the Tax Revenue Bonds, Series 2021, however the agreement was later deemed invalid. Staff was unaware of the invalidity of the agreement with Willdan and continued to use Willdan's disclosure services until the discovery of the invalidity of the agreement.

Additionally, staff had discovered that the use of the firm DAC, another firm providing bond disclosure and dissemination services for Successor Agency bonds during calendar year 2022, also was initiated by an agreement that was later deemed invalid. Similarly, Staff was unaware of the invalidity of the agreement with DAC and continued to use DAC disclosure services, until the discovery of the invalidity of the agreement.

This discovery prompted staff to prepare a new Request for Proposal for Ongoing Bond Disclosure and Filing Services. The Request for Proposal (RFP) was issued two times with no responses. The RFP was published in the Compton Bulletin, and on the City website, and had been emailed to the two known previous providers. The RFP was published on May 10th 2023 and again on June 16th, 2023.

After two failed RFP attempts, staff contacted other City vendors for referrals and was referred to BLX Group LLC for the needed services.

Although the prior agreements with Wildan and DAC were deemed invalid, the City had engaged with more than one firm to provide the services for the different bonds that the City had issued. However, at this time, staff is recommending to have one vendor provide these services for all of the City's bonds. This is mainly due to the lack of responses to the Request for Proposal as described above.

Staff is requesting authorization be given to enter into a five-year agreement with BLX Group LLC for Continuing Disclosure, Arbitrage Rebate Compliance, and S.B. 1029 Annual Debt Transparency Reporting Services for all City bonds for an amount of ($165,500) to be yearly allocated as follows:

Yr. 1 - $59,500 (Includes a one-time Arbitrage Rebate Compliance fees)
Yr. 2 - $26,500
Yr. 3 - $26,500
Yr. 4 - $26,500
Yr. 5 - $26,500

Please see Exhibit C for cost allocation for each bond

FISCAL IMPACT

As illustrated in the yearly breakdown for the services of BLX Group LLC, the proposed 5-yr agreement is not-to-exceed $165,500. An amendment to the City's FY2024-25 budget is requested to appropriate funds from Lease Revenue Bond Series 2008, Sewer Bond 2009, Water Bond Fund 2009, MTA Taxes Bond, and Successor Agency Bond Series 2022A and B Fund Balances for the cost of services during the first year ($59,500).

Budget amendment requests are as follows:

Budget transfer:

Decrease in Expenditure appropriations:

5116-710-000-4262	Sewer Fund Other Professional Services Public Works Street Maintenance	$9,666.64

Increase in Expenditure appropriations:

5116-610-000-4262	Sewer Fund Other Professional Services Non-Departmental	$9,666.64

Appropriations from Fund Balance:

Increase in Expenditure appropriations:

5003-610-000-4262	Water Bond Fund 2009 Other Professional Services Non-Departmental	$9,666.64

**As of June 2024, the Balance Sheet (Unaudited) indicates Total Net Assets available for Fund 5003 is $137,365.23.*

3030-610-000-4262	Lease Revenue Bonds Series 2008 Other Professional Services Non-Departmental	$9,666.64
3030-610-016-4262	Lease Revenue Bonds Series 2008 Other Professional Services Non-Departmental	$9,666.64

**As of June 2024, the Balance Sheet (Unaudited) indicates Total Net Assets available for Fund 3030 is $4,601,921.76*

3031-610-000-4262	MTA Sales Tax Bond Other Professional Services Non-Departmental	$10,166.64

**As of June 2024, the Balance Sheet (Unaudited) indicates Total Net Assets available for Fund 3031 is $874,027.58*

Staff is also requesting at this time authorization to issue a Purchase Order to BLX Group LLC ($59,500) allocated from the following accounts:

Account Code	Account Name	Amount
1201-610-000-4262	Successor Agency Bond Series 2022A Other Professional Services Non-Departmental	$5,333.40
1201-610-000-4262	Successor Agency Bond Series 2022B Other Professional Services Non-Departmental	$5,333.40
5116-610-000-4262	Sewer Fund Other Professional Services Non-Departmental	$9,666.64

5003-610-000-4262	Water Bond Fund 2009 Other Professional Services Non-Departmental	$9,666.64
3030-610-000-4262	Lease Revenue Bonds Series 2008 Other Professional Services Non-Departmental	$9,666.64
3030-610-016-4262	Lease Revenue Bonds Series 2008 Other Professional Services Non-Departmental	$9,666.64
3031-610-000-4262	MTA Sales Tax Bond Other Professional Services Non-Departmental	$10,166.64

Funding for the remaining years of the agreement will be allocated in future City budgets.

A separate agenda item will be brought to the Board of the Compton Successor Agency for the services needed for the Successor Agency bonds.

RECOMMENDATION

Staff recommends the City Council to adopt the attached Resolution to authorize the City Manager to enter into a five-year agreement ($165,500), amend the FY2024-2025 City Budget, and issue a Purchase Order to BLX Group LLC (BLX) to provide Continuing Disclosure, Arbitrage Rebate Compliance, and S.B. 1029 Annual Debt Transparency Reporting Services for City bonds ($59,500) for the first year of service.

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-YEAR AGREEMENT ($165,500) WITH BLX GROUP LLC (BLX), AMEND THE FY2024-2025 CITY BUDGET, AND ISSUE A PURCHASE ORDER TO BLX FOR CONTINUING DISCLOSURE, ARBITRAGE REBATE COMPLIANCE, AND S.B. 1029 ANNUAL DEBT TRANSPARENCY REPORTING SERVICES FOR CITY BONDS FOR THE FIRST YEAR OF SERVICE ($59,500).

WHEREAS, the City needs technical expertise in several disciplines to advance the goals and policies of the Mayor and Council in order to actively respond and implement bond disclosure requirements applicable to the City of Compton; and

WHEREAS, in prior years the City issued bonds; and

WHEREAS, as part of the agreements reached in the various bond transactions, including the Continuing Disclosure Agreements, it was required that the City perform certain disclosures activities. One of the required activities is to disseminate and post the required disclosures in a pre-determined and designated location, also known as a municipal bond disclosure platform; and

WHEREAS, other bonding disclosure requirements include arbitrage rebate compliance services and S.B. 1029 Annual Debt Transparency Reporting Services; and

WHEREAS, the City does not have the technical knowledge to efficiently perform these required services. Therefore, the City needs an agent to disseminate and to post onto municipal bond platforms certain required disclosures related to its bond-related activity on an on-going basis; and

WHEREAS, Resolution No. 25,387 which was approved by Council on December 8, 2020, adopted a Debt Management Policy and a policy for disclosure procedures; and

WHEREAS, this disclosure requirement prompted staff to prepare a new Request for Proposal for Ongoing Bond Disclosure and Filing Services; and

WHEREAS, the Request for Proposal (RFP) was issued two times with no responses. The RFP was published in the Compton Bulletin, and on the City website, and had been emailed to the two known previous providers. The RFP was published on May 10th 2023 and again on June 16th, 2023; and

WHEREAS, after two failed RFP attempts, staff contacted other City vendors for referrals and was referred to BLX Group LLC for the needed services; and

WHEREAS, although the prior agreements with Wildan and DAC were deemed invalid, the City had engaged with more than one firm to provide the services for the different bonds that the City had issued; and

WHEREAS, at this time, staff is recommending to have one vendor provide these services for all of the City's bonds. This is mainly due to the lack of responses to the Request for Proposal as described above; and

WHEREAS, staff is requesting authorization be given to enter into a five-year agreement with BLX Group LLC for Continuing Disclosure, Arbitrage Rebate Compliance, and S.B. 1029 Annual Debt Transparency Reporting Services for all City bonds for an amount of ($165,500) to be allocated as follows:

Yr. 1 - $59,500 (Includes a one-time Arbitrage Rebate Compliance fees)
Yr. 2 - $26,500
Yr. 3 - $26,500
Yr. 4 - $26,500
Yr. 5 - $26,500

WHEREAS, as illustrated in the yearly breakdown for the services of BLX Group LLC, the proposed 5-yr agreement is not-to-exceed $165,500. An amendment to the City's FY2024-25 budget is requested to appropriate funds from Lease Revenue Bond Series 2008, Sewer Bond 2009, Water Bond Fund 2009, MTA Taxes Bond, and Successor Agency Bond Series 2022A and B Fund Balances for the cost of services during the first year ($59,500); and

WHEREAS, budget amendments are as follows:

A budget transfer is requested:

Decrease in Expenditure appropriations:

5116-710-000-4262	Sewer Fund Other Professional Services Public Works Street Maintenance	$9,666.64

Increase in Expenditure appropriations:

5116-610-000-4262	Sewer Fund Other Professional Services Non-Departmental	$9,666.64

Appropriations from Fund Balance:

Increase in Expenditure appropriations:

5003-610-000-4262	Water Bond Fund 2009 Other Professional Services Non-Departmental	$9,666.64
3030-610-000-4262	Lease Revenue Bonds Series 2008 Other Professional Services Non-Departmental	$9,666.64
3030-610-016-4262	Lease Revenue Bonds Series 2008 Other Professional Services Non-Departmental	$9,666.64
3031-610-000-4262	MTA Taxes Bond Other Professional Services Non-Departmental	$10,166.64

WHEREAS, staff is also requesting at this time authorization to issue a Purchase Order to BLX Group LLC ($59,500) allocated from the following accounts:

1201-610-000-4262	Successor Agency Bond Series 2022A Other Professional Services Non-Departmental	$5,333.40
1201-610-000-4262	Successor Agency Bond Series 2022B Other Professional Services Non-Departmental	$5,333.40

5116-610-000-4262	Sewer Fund Other Professional Services Non-Departmental	$9,666.64
5003-610-000-4262	Water Bond Fund 2009 Other Professional Services Non-Departmental	$9,666.64
3030-610-000-4262	Lease Revenue Bonds Series 2008 Other Professional Services Non-Departmental	$9,666.64
3030-610-016-4262	Lease Revenue Bonds Series 2008 Other Professional Services Non-Departmental	$9,666.64
3031-610-000-4262	MTA Taxes Bond Other Professional Services Non-Departmental	$10,166.64

WHEREAS, funding for the remaining years of the agreement will be allocated in future City budgets; and

WHEREAS, a separate agenda item will be brought to the Board of the Compton Successor Agency for the services needed for the Successor Agency bonds; and

WHEREAS, staff recommends the City Council to adopt the attached Resolution to authorize the City Manager to enter into a five-year agreement ($165,500), amend the FY2024-2025 City Budget, and issue a Purchase Order to BLX Group LLC (BLX) to provide Continuing Disclosure, Arbitrage Rebate Compliance, and S.B. 1029 Annual Debt Transparency Reporting Services for City bonds ($59,500) for the first year of service; and

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

SECTION 1. That the City Manager is hereby authorized to enter into a five-year professional services agreement with BLX Group LLC (BLX) to provide Continuing Disclosure, Arbitrage Rebate Compliance, and S.B. 1029 Annual Debt Transparency Reporting Services for City bonds.

SECTION 2. That the City Manager is hereby authorized to amend the FY2024-2025 City budget to transfer funds and to appropriate funds from Fund Balance as follows.

Decrease in Expenditure appropriations:

5116-710-000-4262	Sewer Fund Other Professional Services Public Works Street Maintenance	$9,666.64

Increase in Expenditure appropriations:

5116-610-000-4262	Sewer Fund Other Professional Services Non-Departmental	$9,666.64

Appropriations from Fund Balance:

Increase in Expenditure appropriations:

5003-610-000-4262	Water Bond Fund 2009 Other Professional Services Non-Departmental	$9,666.64
3030-610-000-4262	Lease Revenue Bonds Series 2008 Other Professional Services Non-Departmental	$9,666.64
3030-610-016-4262	Lease Revenue Bonds Series 2008 Other Professional Services Non-Departmental	$9,666.64
3031-610-000-4262	MTA Taxes Bond Other Professional Services Non-Departmental	$10,166.64

SECTION 3. That the City Manager is hereby authorized to issue a Purchase Order for the amount of Fifty-Nine Thousand Five Hundred Dollars ($59,500) for services to be provided in the first year by BLX Group LLC. Funds shall be available within the FY2024-2025 City budget listed as follows:

Account Code	Account Name	Amount
3030-610-000-4262	Lease Revenue Bonds Series 2008 Other Professional Services Non-Departmental	$9,666.64
3030-610-016-4262	Lease Revenue Bonds Series 2008 Other Professional Services Non-Departmental	$9,666.64
5116-610-000-4262	Sewer Fund Other Professional Services Non-Departmental	$9,666.64
5003-610-000-4262	Water Bond Fund 2009 Other Professional Services Non-Departmental	$9,666.64
3031-610-000-4262	MTA Taxes Bond Other Professional Services Non-Departmental	$10,166.64
1201-610-000-4262	Successor Agency Bond Series 2022A Other Professional Services Non-Departmental	$5,333.40
1201-610-000-4262	Successor Agency Bond Series 2022B Other Professional Services Non-Departmental	$5,333.40

SECTION 4. That a duly copy of the Resolution shall be filed with the offices of the City Manager, City Clerk, City Attorney, and City Controller.

SECTION 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:

_____
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

Exhibit A

Description

1. Compton Public Finance Authority
   Lease Revenue Bonds (Refunding and Various Projects) Series 2008

2. Compton Public Finance Authority
   Lease Revenue Refunding, Series 2016

3. City of Compton
   Sewer Revenue Refunding Bonds, Series 1998

4. City of Compton
   Sewer Revenue Bonds, Series 2009

5. City of Compton
   Water Revenue Bonds, Series 2009

6. Independent Cities Finance Authority
   (City of Compton, California)
   Sales Tax Revenue Bonds Series 2021

7. Successor Agency to the Community Redevelopment Agency of the City of Compton
   Tax Allocation Refunding Bonds, Series 2022A and Series 2022B

NEW ISSUE - BOOK ENTRY ONLY

RATINGS: S&P (underlying): "A-"
S&P (insured): "AAA"
See "RATINGS" herein.

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, based upon existing laws, regulations, rulings and court decisions, and assuming among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of the interest on, the Bonds. See "TAX MATTERS" herein.

$46,860,000
COMPTON PUBLIC FINANCE AUTHORITY
Lease Revenue Bonds
(Refunding and Various Capital Projects)
Series 2008

Dated: Date of Delivery **Due: September 1, as shown on inside cover**

The Compton Public Finance Authority Lease Revenue Bonds (Refunding and Various Capital Projects) Series 2008 (the "Bonds") are being issued to: (i) finance the construction, acquisition, improvement and installation of various capital projects (collectively, the "Project") in the City of Compton, California (the "City"); (ii) prepay and defease certain certificates of participation; (iii) fund a deposit into the Reserve Fund (defined herein); and (iv) pay certain costs associated with the issuance of the Bonds. See "PLAN OF FINANCE" and "ESTIMATED SOURCES AND USES OF FUNDS."

Interest on the Bonds will be payable from their date of issuance on March 1 and September 1 of each year, commencing September 1, 2008.

The Bonds will be initially delivered in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Principal of, redemption premium, if any, and interest on the Bonds will be paid by U.S Bank National Association, as trustee (the "Trustee"), to DTC. DTC is obligated to remit such principal and interest to its DTC Participants for disbursement to the beneficial owners of the Bonds. See APPENDIX F – "DTC AND THE BOOK-ENTRY ONLY SYSTEM." **The Bonds are subject to optional, extraordinary and mandatory redemption as described herein.**

The Bonds are being issued pursuant to a Trust Agreement, dated as of May 1, 2008, by and between the Compton Public Finance Authority (the "Authority") and the Trustee and approved by the City of Compton (the "City").

The Bonds are limited obligations of the Authority payable solely from certain revenues of the Authority, consisting primarily of Base Rental Payments (as defined herein) to be made by the City to the Authority pursuant to a Facility Lease, dated as of May 1, 2008 (the "Facility Lease"), between the Authority and the City. Pursuant to the Facility Lease, the City will lease the Facilities (defined herein) from the Authority. The City has covenanted in the Facility Lease to take such action as may be necessary to include Base Rental Payments in its annual budgets and to make the necessary annual appropriations therefor. The City agrees in the Facility Lease to make all Base Rental Payments, subject to abatement in the event of damage to or destruction or condemnation of all or a portion of the Facilities which results in substantial interference with the City's use and occupancy of the Facilities, except as otherwise described herein.

Payment of the principal of and interest on the Bonds when due will be insured by a financial guaranty insurance policy to be issued by Ambac Assurance Corporation simultaneously with the delivery of the Bonds. See "FINANCIAL GUARANTY INSURANCE" and APPENDIX G – "SPECIMEN FINANCIAL GUARANTY INSURANCE POLICY."

Ambac

THE BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM REVENUES AND ARE NOT SECURED BY A LEGAL OR EQUITABLE PLEDGE OF, OR CHARGE OR LIEN UPON, ANY PROPERTY OF THE AUTHORITY OR THE CITY OR ANY OF THEIR INCOME OR RECEIPTS, EXCEPT THE REVENUES (AS DESCRIBED HEREIN). NEITHER THE FULL FAITH NOR THE CREDIT OF THE AUTHORITY OR THE CITY IS PLEDGED FOR THE PAYMENT OF THE INTEREST ON OR PRINCIPAL OF THE BONDS. NEITHER THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS NOR THE OBLIGATION TO MAKE BASE RENTAL PAYMENTS UNDER THE FACILITY LEASE CONSTITUTES A DEBT, LIABILITY OR OBLIGATION OF THE AUTHORITY OR THE CITY FOR WHICH EITHER ENTITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH EITHER ENTITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE AUTHORITY HAS NO TAXING POWER.

MATURITY SCHEDULE
(See inside cover)

This cover page contains certain information for general reference only. It is ***not*** intended to be a summary of the security or terms of this issue. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Bonds are offered when, as and if issued by the Authority and received by the Underwriter, subject to approval as to their validity by Orrick, Herrington & Sutcliffe LLP, San Francisco, California, Bond Counsel to the Authority. Certain other legal matters will be passed upon for the City and the Authority by City Attorney and by Orrick, Herrington & Sutcliffe LLP, San Francisco, California, Disclosure Counsel. It is anticipated that the Bonds in book-entry form, will be available for delivery through the facilities of DTC in New York, New York on or about May 1, 2008.

Grigsby & Associates, Inc.

Dated: April 17, 2008

Base Rental Payments and Additional Payments (as defined below) in its annual budgets and to make the necessary annual appropriations therefor. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Base Rental Payments are subject to complete or partial abatement in the event of substantial interference with the use and occupancy by the City of the Facilities caused by damage to or destruction or condemnation of the Facilities. See "CERTAIN RISK FACTORS" and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS–Pledge of Revenues." Abatement of Base Rental Payments under the Facility Lease could result in Bondholders receiving less than the full amount of principal and interest on the Bonds, except to the extent proceeds of insurance or moneys in the Reserve Fund (as described herein) are available to make payments of principal of or interest on the Bonds (or the relevant portion thereof) during periods of abatement of Base Rental.

Reserve Fund

Pursuant to the Trust Agreement, a reserve fund (the "Reserve Fund") is established for the benefit of the Bondholders in an amount equal to the Reserve Fund Requirement (as defined herein). Amounts on deposit in the Reserve Fund are available to pay the Bonds and any Additional Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS–Reserve Fund."

Financial Guaranty Insurance

A financial guaranty insurance policy (the "Policy") will be issued by Ambac Assurance Corporation (the "Bond Insurer") simultaneously with the issuance and delivery of the Bonds. The Policy is noncancelable during its term and provides for the prompt payment of principal of and interest on the Bonds to the extent that the Trustee, has not received sufficient funds from the Issuer for payment of the Bonds on the "due date." See "FINANCIAL GUARANTY INSURANCE" and APPENDIX G – "SPECIMEN FINANCIAL GUARANTY INSURANCE POLICY."

Certain Risk Factors

For a discussion of certain risk factors associated with investment in the Bonds, see "CERTAIN RISK FACTORS" as well as other factors discussed throughout this Official Statement.

Continuing Disclosure

The City has covenanted for the benefit of the beneficial owners of the Bonds to provide certain financial information and operating data relating to the City by no later than nine months after the end of each fiscal year (which fiscal year currently ends June 30), commencing with the report due for the Fiscal Year ended June 30, 2007 (each an "Annual Report"), and to provide notices of the occurrence of certain enumerated events, if material. The Annual Report will be filed by US Bank National Association, as dissemination agent, with each National Recognized Municipal Securities Repository and with any then existing State Repository (collectively, the "Repositories"). The notices of material events will be filed with the Repositories. The specific nature of the information to be contained in the Annual Report or the notices of material events is set forth in APPENDIX E – "PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT." These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Reference to Documents

The summaries and descriptions in this Official Statement of the Trust Agreement, the Facility Lease, the Site Lease, the Continuing Disclosure Agreement, and other agreements relating to the Bonds are qualified in their entirety by reference to such documents, and the descriptions herein of the Bonds are

LIMITED OFFERING MEMORANDUM

OFFERED ONLY TO QUALIFIED INSTITUTIONAL BUYERS

NEW ISSUE **NO RATING**

BOOK-ENTRY ONLY

In the opinion of Bond Counsel, subject to the limitations and conditions described herein, interest on the Bonds (defined below) allocable to a holder thereof is exempt from present State of California personal income taxes, is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinion contains greater detail, and is subject to exceptions, as noted in "TAX MATTERS" herein.

$27,645,000
COMPTON PUBLIC FINANCE AUTHORITY
Lease Revenue Refunding Bonds
Series 2016

Dated: Date of Delivery **Due: September 1, as shown on inside cover**

The Compton Public Finance Authority Lease Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds") are being issued to (i) to pay, redeem, advance refund and defease portions of each maturity of the Compton Public Finance Authority Lease Revenue Bonds (Refunding and Various Capital Projects) Series 2008 Bonds (the "Prior Bonds" or the "Series 2008 Bonds") and (ii) pay certain costs associated with the issuance of the Series 2016 Bonds. See "PLAN OF FINANCE" and "ESTIMATED SOURCES AND USES OF FUNDS."

Interest on the Bonds will be payable from their date of issuance on March 1 and September 1 of each year, commencing March 1, 2017.

The Series 2016 Bonds will be initially delivered in book-entry form, in authorized denominations of $100,000 and integral multiples of $5,000 in excess thereof, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Principal of, redemption premium, if any, and interest on the Series 2016 Bonds will be paid by US Bank National Association, as trustee (the "Trustee"), to DTC. DTC is obligated to remit such principal and interest to its DTC Participants for disbursement to the beneficial owners of the Series 2016 Bonds. See APPENDIX F - "DTC AND THE BOOK-ENTRY ONLY SYSTEM." **The Bonds are subject to optional, extraordinary and mandatory redemption as described herein**.

The Series 2016 Bonds are being issued pursuant to a Supplemental Trust Agreement, dated as of August 1, 2016, by and between the Compton Public Finance Authority (the "Authority") and the Trustee and acknowledged by the City supplementing the Trust Agreement dated as of May 1, 2008 between the Authority and the City.

The Series 2016 Bonds are limited obligations of the Authority payable on a parity with the Prior Bonds and any Additional Bonds issued under the Trust Agreement solely from certain revenues of the Authority, consisting primarily of Base Rental Payments (as defined herein) to be made by the City to the Authority pursuant to an Amended and Restated Facility Lease, dated as of August 1, 2016 (the "Facility Lease"), between the Authority and the City. Pursuant to the Facility Lease, the City will lease the Facilities (defined herein) from the Authority. The City has covenanted in the Facility Lease to take such action as may be necessary to include Base Rental Payments in its annual budgets and to make the necessary annual appropriations therefor. The City agrees in the Facility Lease to make all Base Rental Payments, subject to abatement in the event of damage to or destruction or condemnation of all or a portion of the Facilities which results in substantial interference with the City's use and occupancy of the Facilities, except as otherwise described herein.

THE SERIES 2016 BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM REVENUES AND ARE NOT SECURED BY A LEGAL OR EQUITABLE PLEDGE OF, OR CHARGE OR LIEN UPON, ANY PROPERTY OF THE AUTHORITY OR THE CITY OR ANY OF THEIR INCOME OR RECEIPTS, EXCEPT THE REVENUES (AS DESCRIBED HEREIN). NEITHER THE FULL FAITH NOR THE CREDIT OF THE AUTHORITY OR THE CITY IS PLEDGED FOR THE PAYMENT OF THE INTEREST ON OR PRINCIPAL OF THE SERIES 2016 BONDS. NEITHER THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2016 BONDS NOR THE OBLIGATION TO MAKE BASE RENTAL PAYMENTS UNDER THE FACILITY LEASE CONSTITUTES A DEBT, LIABILITY OR OBLIGATION OF THE AUTHORITY OR THE CITY FOR WHICH EITHER ENTITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH EITHER ENTITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION THE AUTHORITY HAS NO TAXING POWER. THE SERIES 2016 BONDS MAY NOT BE TRANSFERRED OR EXCHANGED EXCEPT AS PROVIDED HEREIN TO QUALIFIED INSTITUTIONAL BUYERS, AS DEFINED HEREIN.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY AND IS NOT A SUMMARY OF THE TRANSACTION. INVESTORS MUST READ THE ENTIRE LIMITED OFFERING MEMORANDUM TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

THE SERIES 2016 BONDS ARE SUBJECT TO A SIGNIFICANT DEGREE OF RISK. THE SERIES 2016 BONDS ARE SUITABLE FOR INVESTMENT CONSIDERATION ONLY FOR THOSE PERSONS WHO ARE SOPHISTICATED AND EXPERIENCED IN THE FIELD OF LEASE REVENUE BONDS. NO RATING FOR THE SERIES 2016 BONDS HAS BEEN APPLIED FOR. SEE "THE BONDS - SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2016 BONDS," "RISK FACTORS," AND "CITY FISCAL CRISIS UPDATE" HEREIN.

THE SERIES 2016 BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THE SERIES 2016 BONDS ARE BEING OFFERED ONLY TO QUALIFIED INSTITUTIONAL BUYERS WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT OF 1933, AS AMENDED. SUBSEQUENT TRANSFERS OF THE SERIES 2016 BONDS WILL BE LIMITED TO QUALIFIED INSTITUTIONAL BUYERS. SEE "RISK FACTORS – RESTRICTED PURCHASERS OF SERIES 2016 BONDS" HEREIN.

The Series 2016 Bonds are offered when, as and if executed and delivered by the City and received by the Purchaser, subject to the approval as to their legality by Butler Snow LLP Atlanta, Georgia, Bond Counsel to the City. Certain other legal matters will be passed upon for the City by the City Attorney, and by the City's Disclosure Counsel, Butler Snow LLP, Atlanta, Georgia and for the underwriter by its counsel Ballard Spahr LLP, Philadelphia, Pennsylvania. Comer Capital Group, LLC, Jackson, Mississippi, is serving as Financial Advisor for the City. It is expected that the Series 2016 Bonds will be available through the facilities of DTC in New York, New York for delivery on or about August 10, 2016.

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The art of independent thinking.™

Dated August 4, 2016

General Description of the Series 2016Bonds

The Series 2016 Bonds will be delivered in fully registered form, without coupons. The Series 2016 Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, securities depository of the Bonds. Purchase of the Series 2016 Bonds will be made in book-entry form only. A purchaser of the Series 2016 Bonds (the "Purchaser") will not receive a certificate representing its ownership interest in the Bonds. See "BOOK-ENTRY ONLY SYSTEM" herein. The principal of and interest on the Series 2016 Bonds will be paid in accordance with the schedule set forth on the inside cover of this Limited Offering Memorandum by the Trustee to DTC, which will in turn remit such principal and interest to the Purchaser. The Bonds will be issued on parity with the Series 2008 Bonds.

The Series 2016 Bonds are subject to redemption prior to maturity as set forth herein. See "THE SERIES 2016 BONDS" herein for more information.

Restrictions of Purchasers of Series 2016 Bonds

THE SERIES 2016 BONDS ARE BEING OFFERED AND SOLD ONLY TO "QUALIFIED INSTITUTIONAL BUYERS," AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). SEE "RISK FACTORS – RESTRICTED PURCHASERS OF SERIES 2016 BONDS" AND APPENDIX G – "FORM OF INVESTOR LETTER."

Reserve Fund

Pursuant to the Trust Agreement, a reserve fund (the "Reserve Fund") is established for the benefit of the Bondholders in an amount equal to the Reserve Fund Requirement (as defined herein). Amounts on deposit in the Reserve Fund are available to pay debt service on all Outstanding Bonds, including any Additional Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2016 BONDS - Reserve Fund."

Tax Exemption

In the opinion of Bond Counsel, subject to the limitations and conditions described herein, interest on the Series 2016 Bonds is exempt from present State of California personal income taxes, In the opinion of Bond Counsel, subject to the limitations and conditions described herein, interest on the Series 2016 Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; provided, however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinion of Bond Counsel contains greater detail, and is subject to exceptions, as noted in "TAX MATTERS" herein. See APPENDIX D: FORM OF OPINION OF BOND COUNSEL."

Certain Risk Factors

For a discussion of certain risk factors associated with investment in the Series 2016 Bonds, see "CERTAIN RISK FACTORS" as well as other factors discussed throughout this Offering Memorandum.

Continuing Disclosure

The City has covenanted in various Continuing Disclosure Agreements to file notices of certain events (each, a "Listed Event") with the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access ("EMMA") system or as otherwise directed by the MSRB or the Securities and Exchange Commission (the "SEC").

During the period 2012 to 2015, the City has failed to timely file certain annual reports, notices of failure to file annual reports, and notices of rating changes required to be filed pursuant to continuing disclosure agreements entered into by the City and the respective dissemination agents thereunder pursuant to Rule 15c2-12(b)(5) (the "Rule") of the SEC within the past five years. The City has now adopted Post Issuance Compliance Procedures and is undertaking a process to implement those procedures in a manner that the City expects will support the timely filing of required annual reports and other filings required pursuant to a continuing disclosure agreement.

OFFERED ONLY TO QUALIFIED INSTITUTIONAL BUYERS

NEW ISSUE - BOOK-ENTRY ONLY

INSURED RATING S&P: "AA"
UNDERLYING RATING: NOT RATED
See "CONCLUDING INFORMATION—Rating" herein

In the opinion of Co-Bond Counsel, under existing laws, regulations, rulings, and judicial decisions and assuming the accuracy of certain representations and continuous compliance with certain covenants described herein, interest on the Bonds is excludable from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and such interest is excludable from federal alternative minimum taxable income as defined in Section 55(b)(2) of the Code. Co-Bond Counsel is further of the opinion that, under existing law, interest on the Bonds is exempt from State of California personal income tax. For a more complete description, see "TAX MATTERS" herein.

$37,120,000
INDEPENDENT CITIES FINANCE AUTHORITY
(CITY OF COMPTON, CALIFORNIA)
SALES TAX REVENUE BONDS, SERIES 2021

Dated: Date of Delivery **Due: June 1 as shown on the inside front cover page**

The Independent Cities Finance Authority (City of Compton, California) Sales Tax Revenue Bonds, Series 2021 (the "Bonds"), are being issued to (i) finance the design, acquisition, and construction of certain local roadway and street improvement projects (each a "Project" and collectively, the "Projects") in the City of Compton (the "City"), (ii) fund a debt service reserve fund for the Bonds and (iii) pay the costs incurred in connection with the issuance of the Bonds.

The Bonds are payable from the Revenues, as defined herein, pledged under the Trust Agreement, as defined herein, consisting primarily of installment payments (the "Installment Sale Payments") to be made by the City to the Independent Cities Finance Authority (the "Authority") from Measure M Receipts, Measure R Receipts and Proposition C Receipts (collectively, the "Tax Revenues"), as defined herein, pursuant to an Installment Sale Agreement, as defined herein, and from certain funds held under the Trust Agreement. The City is required under the Installment Sale Agreement to make Installment Sale Payments in each fiscal year in an amount sufficient to pay the annual principal and interest due with respect to the Bonds, as described herein. See "SOURCES OF PAYMENT FOR THE BONDS" and "RISK FACTORS" herein. The Tax Revenues are the only source of payment of the Installment Sale Payments, and the City has covenanted to use the net proceeds of the Bonds to fund only Projects that constitute a Measure M Project, Measure R Project or Proposition C Project, as applicable, as described herein. Neither the general fund of the City nor any other moneys of the City are available to pay or secure the Installment Sale Payments or the Bonds.

Interest on the Bonds is payable semiannually on June 1 and December 1 of each year, commencing June 1, 2021, until maturity or earlier redemption. See "THE BONDS - General Provisions" and "THE BONDS - Redemption" herein.

Bond Insurance. The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by Assured Guaranty Municipal Corp. (the "Insurer"). See "BOND INSURANCE" herein.

ASSURED GUARANTY® MUNICIPAL

THE BONDS ARE PAYABLE EXCLUSIVELY FROM THE REVENUES AND OTHER FUNDS AS IS PROVIDED IN THE TRUST AGREEMENT. THE GENERAL FUND OF THE AUTHORITY IS NOT LIABLE, AND THE CREDIT OF THE AUTHORITY IS NOT PLEDGED, FOR THE PAYMENT OF THE INTEREST AND PREMIUM (IF ANY) ON OR PRINCIPAL OF THE BONDS. THE PRINCIPAL OF AND INTEREST ON THE BONDS, AND ANY PREMIUM UPON THE REDEMPTION OF ANY THEREOF, SHALL NOT BE A LEGAL OR EQUITABLE PLEDGE, CHARGE, LIEN OR ENCUMBRANCE UPON ANY PROPERTY OF THE AUTHORITY OR UPON ANY OF ITS INCOME, RECEIPTS OR REVENUES EXCEPT THE REVENUES AND OTHER FUNDS PLEDGED TO THE PAYMENT THEREOF AS PROVIDED IN THE TRUST AGREEMENT. THE AUTHORITY HAS NO TAXING POWER.

THE OBLIGATION OF THE CITY TO MAKE INSTALLMENT SALE PAYMENTS DOES NOT CONSTITUTE AN OBLIGATION OF THE CITY FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. NEITHER THE BONDS NOR THE OBLIGATION OF THE CITY TO MAKE INSTALLMENT SALE PAYMENTS CONSTITUTES AN INDEBTEDNESS OF THE CITY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS OTHER THAN THE AUTHORITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY AND IS NOT A SUMMARY OF THE TRANSACTION. INVESTORS MUST READ THE ENTIRE LIMITED OFFERING MEMORANDUM TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

THE BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THE BONDS ARE BEING OFFERED ONLY TO QUALIFIED INSTITUTIONAL BUYERS.

The Bonds are being offered when, as and if issued, subject to the approval as to their legality by Butler Snow LLP, Atlanta, Georgia, and Stradling Yocca Carlson & Rauth, A Professional Corporation, Newport Beach, California, as Co-Bond Counsel. Certain legal matters will also be passed on for the City and the Authority by Butler Snow LLP, Atlanta, Georgia, and Stradling Yocca Carlson & Rauth, A Professional Corporation, as Co-Disclosure Counsel, and by the City Attorney. Certain legal matters will be passed on for the Authority by Best Best & Krieger LLP, Riverside, California. Certain legal matters will be passed on for the Underwriter by its counsel, Nixon Peabody LLP, Los Angeles, California. It is anticipated that the Bonds will be available for delivery through the book-entry facilities of The Depository Trust Company on or about March 25, 2021 (see "APPENDIX E - THE BOOK-ENTRY SYSTEM" herein).

RAYMOND JAMES®

The date of the Limited Offering Memorandum: March 11, 2021

The Municipal Advisor

Willdan Financial Services, Temecula California, has served as municipal advisor (the "Municipal Advisor") to the Authority in connection with the Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Limited Offering Memorandum. The Municipal Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

Continuing Disclosure

The Authority has determined that no financial or operating data concerning the Authority is material to any decision to purchase, hold or sell the Bonds and the Authority will not provide any such information. The City will covenant for the benefit of the Owners and beneficial owners of the Bonds to provide certain financial information and operating data relating to the City and to provide notices of the occurrence of certain enumerated events.

Pursuant to a Continuing Disclosure Agreement, dated as of March 1, 2021 (the "Continuing Disclosure Agreement"), by and between the City and Willdan Financial Services, as dissemination agent, the City has covenanted for the benefit of the holders and beneficial owners of the Bonds to provide certain financial information and operating data relating to the City (the "Annual Report") no later than March 31 of each year, commencing March 31, 2022, and to provide notices of the occurrence of certain enumerated events. Notwithstanding the foregoing, the City will file its fiscal year 2019-20 audited financial statements on the Municipal Securities Rulemaking Board through the Electronic Municipal Marketplace Access ("EMMA") website as soon as it is available. The Annual Report and the notices of enumerated events will be filed by the City or its dissemination agent on EMMA. The specific nature of the information to be contained in the Annual Report and the notice of material events is set forth in "APPENDIX C – FORM OF CONTINUING DISCLOSURE AGREEMENT" herein.

Prior Undertakings. During the past five years, the City has failed to timely file certain annual reports, notices of failure to file annual reports, and notices of rating changes required to be filed pursuant to several continuing disclosure agreements entered into by the City (the "Undertakings").

The Undertakings require the City to file annually its audited financial statements and operating data (the "Annual Reports"), and certain listed material events. The Undertakings allow for the filing of unaudited financial reports, followed by the filing of audited financials, if the audited financial report is not available on the date of the filing deadline. As discussed under "CITY OF COMPTON—City Financial Statements and Internal Controls," the City has not produced audited financial statements for Fiscal Years 2014-15 through 2016-17 and has no plans to produce audited financial statements for those years. As a result, the City filed only unaudited financial statements for Fiscal Years 2014-15, 2015-16 and 2016-17, on February 29, 2016, December 26, 2019 and December 26, 2019, respectively. Audited financial statements for Fiscal Years 2017-18 and 2018-19 were filed late on EMMA on January 9, 2020 and January 28, 2021, respectively. The City did not file any operating data as required by the respective Undertakings for its

(b) The City will prepare and file with the Trustee annually within six months after the close of each Fiscal Year or, if not then available, as soon thereafter as possible, audited financial statements of the City for the preceding Fiscal Year.

Section 5.08 Protection of Security and Rights of the Authority and the Trustee; Insurer. The City will preserve and protect the security hereof and the rights of the Authority and the Trustee to the 2021 Installment Sale Payments hereunder and will warrant and defend such rights against all claims and demands of all persons. The City further agrees to comply with the provisions of the Indenture applicable to it, including any provisions for the benefit of the Insurer.

Section 5.09 Further Assurances. The City will adopt, deliver, execute, and make any and all further assurances, instruments, and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Authority of the rights and benefits provided to it herein.

Section 5.10 Continuing Disclosure. The City hereby covenants and agrees that it will enter into and comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this 2021 Installment Sale Agreement, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder; however, the Trustee shall, at the written request of any Participating Underwriter (as defined in the Continuing Disclosure Agreement) or the Owner of at least 25% aggregate principal amount in Outstanding Bonds, or any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section. For purposes of this Section, "Beneficial Owner" means any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

ARTICLE VI
EVENTS OF DEFAULT AND REMEDIES

Section 6.01 Events of Default and Acceleration of Principal. If one or more of the following "Events of Default" shall happen, that is to say --

(1) if default shall be made in the due and punctual payment of any 2021 Installment Sale Payment when and as the same shall become due and payable;

(2) if default shall be made by the City in the performance of any of the agreements or covenants contained herein required to be performed by it, and such default shall have continued for a period of 30 days after the City shall have been given notice in writing of such default by the Authority or the Trustee;

(3) if the City shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the City seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the

CONTINUING DISCLOSURE AGREEMENT

by and between

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON

and

DIGITAL ASSURANCE CERTIFICATION, L.L.C.

relating to:

$59,200,000
SUCCESSOR AGENCY TO THE
COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON
TAX ALLOCATION REFUNDING BONDS,
SERIES 2022A

and

$16,620,000
SUCCESSOR AGENCY TO THE
COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON
TAX ALLOCATION REFUNDING BONDS (TAXABLE),
SERIES 2022B

Dated June 21, 2022

This **CONTINUING DISCLOSURE AGREEMENT** (this "Disclosure Agreement") dated June 21, 2022, is executed and delivered by the **SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, a public entity duly existing under the laws of the State of California (the "Successor Agency") and **DIGITAL ASSURANCE CERTIFICATION, L.L.C.**, a limited liability company duly organized and existing under the laws of the State of Florida, and any successor dissemination agent serving hereunder pursuant to Section 11 hereof (the "Dissemination Agent" or "DAC").

RECITALS:

A. Contemporaneously with the execution and delivery of this Disclosure Agreement, the Successor Agency issued and delivered those certain: (a) $59,200,000 Tax Allocation Refunding Bonds, Series 2022A (the "Series 2022A Bonds") and (b) $16,620,000 Tax Allocation Refunding Bonds (Taxable), Series 2022B (the "Series 2022B Bonds" and together with the Series 2022A Bonds, the "Series 2022 Bonds"), pursuant to, among other things, the Indenture of Trust dated as of June 1, 2022, by and between the Successor Agency and U.S. Bank Trust Company, National Association, as trustee (the "Indenture").

B. The Series 2022 Bonds are special obligations of the Successor Agency and are payable, as to interest thereon, and principal thereof, exclusively from the Pledged Tax Revenues and certain other funds and the Successor Agency is not obligated to pay the Series 2022 Bonds except from the Pledged Tax Revenues and such other funds as provided in the Indenture.

C. The proceeds of the Series 2022A Bonds, together with certain additional funds made available by the Successor Agency, will be used for the purpose of: (a) refunding all of the Former Agency's outstanding (i) Compton Redevelopment Project Second Lien Tax Allocation Bonds (Housing), Series 2010A and (ii) Compton Redevelopment Project Second Lien Tax Allocation Bonds, Series 2010B; (b) paying a portion of the costs associated with a debt service reserve policy to be issued by Assured Guaranty Municipal Corp. (the "2022 Insurer") and deposited into the Reserve Account with respect to the Series 2022 Bonds (the "2022 Reserve Policy"), and (c) paying the costs of issuance related to the Series 2022A Bonds, including a portion of the costs associated with the insurance policy to be issued by the 2022 Insurer guaranteeing the scheduled payment of principal of and interest on all the Series 2022 Bonds when due (the "2022 Insurance Policy"). The proceeds of the Series 2022B Bonds, together with certain additional funds made available by the Successor Agency, will be used for the purpose of: (a) (i) defeasing all of the Former Agency's outstanding Compton Redevelopment Project Tax Allocation Capital Appreciation Bonds, Series 1995C (Taxable) and (ii) refunding all of the Former Agency's outstanding Compton Redevelopment Second Lien Tax Allocation Bonds (Taxable), Series 2010C; (b) paying a portion of the costs of the 2022 Reserve Policy, and (c) paying the costs of issuance related to the Series 2022B Bonds, including a portion of the costs associated with the 2022 Insurance Policy.

D. The Successor Agency has authorized the preparation and distribution of the Preliminary Official Statement dated May 13, 2022, with respect to the Series 2022 Bonds (the "Preliminary Official Statement") and, on or before the date of the Preliminary Official Statement, the Successor Agency deemed that the Preliminary Official Statement was final within the meaning of the Rule (as defined herein).

E. Upon the initial sale of the Series 2022 Bonds to the Participating Underwriter (as defined herein), the Successor Agency authorized the preparation and distribution of the Official Statement dated June 9, 2022, with respect to the Series 2022 Bonds (the "Official Statement").

F. As a condition precedent to the initial purchase of the Series 2022 Bonds by the Participating Underwriter in accordance with the terms of the Bond Purchase Agreement dated June 9, 2022, by and between the Participating Underwriter and the Successor Agency, and in compliance with the Participating Underwriter's obligations under the Rule, the Successor Agency has agreed to undertake for the benefit of the holders of the Series 2022 Bonds, to provide certain annual financial information and notice of the occurrence of certain events as set forth herein and in the continuing disclosure undertakings of the Successor Agency.

NOW THEREFORE, in consideration of the purchase of the Series 2022 Bonds by the Participating Underwriter and the mutual promises and agreements made herein, the receipt and sufficiency of which consideration is hereby mutually acknowledged, the Successor Agency and the Dissemination Agent do hereby certify and agree as follows:

Section 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into and made a part hereof.

Section 2. Definitions.

(a) For the purposes of this Disclosure Agreement, all capitalized terms used, but not otherwise defined herein shall have the meanings ascribed thereto in the Indenture and the Official Statement, as applicable.

(b) In addition to the terms defined elsewhere herein, the following terms shall have the following meanings for the purposes of this Disclosure Agreement:

"Actual Knowledge" as used herein, and for the purposes hereof, a party shall be deemed to have "actual knowledge" of the occurrence of any event only if and to the extent the individual or individuals employed by such party and directly responsible for the administration of this Disclosure Agreement on behalf of such party have actual knowledge of or receive written notice of the occurrence of such event.

"Annual Filing" means any annual report provided by the Successor Agency, pursuant to and as described in Sections 4 and 6 hereof.

"Annual Filing Date" means the date by which the Annual Filing is to be filed with the MSRB, which is not later than the following June 30th of each year commencing with June 30, 2022. If June 30th falls on a day that is not a Business Day, the Annual Filing will be due on the first Business Day thereafter.

"Annual Financial Information" means annual financial information as such term is used in paragraph (f)(9) of the Rule and specified in Section 6(a) hereof.

"Beneficial Owner" means any beneficial owner of the Series 2022 Bonds. Beneficial ownership is to be determined consistent with the definition thereof contained in Rule 13d-3 of the SEC, or, in the event such provisions do not adequately address the situation at hand (in the opinion

of nationally recognized bond counsel), beneficial ownership is to be determined based upon ownership for federal income tax purposes.

"Business Day" means a day other than: (a) Saturday or a Sunday, (b) a day on which banks are authorized or required by law to close, or (c) a day on which the Successor Agency is authorized or required to be closed.

"City" means the City of Compton, California.

"City Audited Financial Statements" means the financial statements (if any) of the City for the prior Fiscal Year, which will include the financial statements (if any) of the Successor Agency, certified by an independent auditor and prepared in accordance with generally accepted auditing standards and Government Auditing Principles issued by the Comptroller General of the United States.

"Disclosure Representative" means the Executive Director of the Successor Agency or his or her designee, or such other person as the Successor Agency shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing Information to the Dissemination Agent.

"EMMA" means the Electronic Municipal Market Access system, a service of the MSRB, or any successor thereto.

"Filing" means, as applicable, any Annual Filing, Notice Event Filing, Voluntary Filing or any other notice or report made public under this Disclosure Agreement.

"Fiscal Year" means the fiscal year of the Successor Agency, which currently is the twelve-month period beginning July 1 and ending on June 30 of the following year or any such other twelve-month period designated by the Successor Agency, from time to time, to be its fiscal year.

"Information" means the Annual Financial Information, City Audited Financial Statements (if any), the Notice Event Filings, and the Voluntary Filings.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

"Notice Event" means an event listed in Sections 5(a) and 5(b) hereof.

"Notice Event Filing" shall have the meaning specified in Section 5(c) hereof.

"Obligated Person" means the Successor Agency and any person who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2022 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). The Successor Agency confirms that as of the date hereof it is an Obligated Person with respect to the Series 2022 Bonds.

"Participating Underwriter" means, the original purchaser of the Series 2022 Bonds required to comply with the Rule in connection with the offering of the Series 2022 Bonds.

"Repository" means each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. The repositories currently approved by the SEC as of the date hereof may be found by visiting the SEC's website at http://www.sec.gov/info/municipal/nrmsir.htm. As of the date hereof, the only Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure filings through the EMMA website at *http://emma.msrb.org*.

"Rule" means Rule 15c2-12 of the SEC promulgated pursuant to the Securities Exchange Act of 1934 in effect as of the date hereof.

"SEC" means the United States Securities and Exchange Commission.

"Third-Party Beneficiary" shall have the meaning specified in Section 3(b) hereof.

"Unaudited Financial Statements" means the financial statements (if any) of the City, which will include the financial statements (if any) of the Successor Agency, for the prior Fiscal Year which have not been certified by an independent auditor.

"Voluntary Filing" means the information provided to the Dissemination Agent by the Successor Agency pursuant to Section 8 hereof.

Section 3. Scope of this Disclosure Agreement.

(a) The Successor Agency has agreed to enter into this Disclosure Agreement and undertake the disclosure obligations hereunder, at the request of the Participating Underwriter and as a condition precedent to the Participating Underwriter's original purchase of the Series 2022 Bonds, in order to assist the Participating Underwriter with compliance with the Rule. The disclosure obligations of the Successor Agency under this Disclosure Agreement relate solely to the Series 2022 Bonds. Such disclosure obligations are not applicable to any other securities issued or to be issued by the Successor Agency, nor to any other securities issued by or on behalf of the Successor Agency.

(b) Neither this Disclosure Agreement, nor the performance by the Successor Agency or the Dissemination Agent of their respective obligations hereunder, shall create any third-party beneficiary rights, shall be directly enforceable by any third-party, or shall constitute a basis for a claim by any person except as expressly provided herein and except as required by law, including, without limitation, the Rule; provided, however, the Participating Underwriter and each Beneficial Owner are hereby made third-party beneficiaries hereof (collectively, and each respectively, a "Third-Party Beneficiary") and shall have the right to enforce the obligations of the parties hereunder pursuant to Section 9 hereof.

(c) This Disclosure Agreement shall terminate upon: (i) the defeasance, redemption or payment in full of all Series 2022 Bonds, in accordance with the Indenture, as amended, or (ii) the delivery of an opinion of counsel expert in federal securities laws retained by the Successor

Agency to the effect that continuing disclosure is no longer required under the Rule as to the Series 2022 Bonds.

Section 4. Annual Filings.

(a) The Successor Agency shall provide, annually, an electronic copy of the Annual Filing to the Dissemination Agent on or before the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Filing, the Dissemination Agent shall provide the Annual Filing to the Repository, in an electronic format as prescribed by the MSRB. The Annual Filing may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 6 hereof.

(b) If on the second (2^{nd}) Business Day prior to the Annual Filing Date, the Dissemination Agent has not received a copy of the Annual Filing, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by email) to remind the Successor Agency of its undertaking to provide the Annual Filing pursuant to Section 4(a) hereof. Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Filing no later than 6:00 p.m. on the Annual Filing Date (or if such Annual Filing Date is not a Business Day, then the first Business Day thereafter), or (ii) instruct the Dissemination Agent in writing as to the status of the Annual Filing within the time required under this Disclosure Agreement, and state the date by which the Annual Filing for such year is expected to be provided. If the Dissemination Agent has not received either (i) the Annual Filing by 6:00 p.m. on the Annual Filing Date, or (ii) notice from the Successor Agency that it intends to deliver the Annual Filing to the Dissemination Agent by 11:59 p.m. on the Annual Filing Date, the Successor Agency hereby irrevocably directs the Dissemination Agent, and the Dissemination Agent agrees, to immediately send an Notice Event Filing to the Repository the following Business Day in substantially the form attached hereto as "Exhibit A" without reference to the anticipated filing date for the Annual Filing.

(c) If the City Audited Financial Statements are not available prior to the Annual Filing Date, the Successor Agency shall provide the Unaudited Financial Statements and when the City Audited Financial Statements are available, provide in a timely manner an electronic copy to the Dissemination Agent for filing with the Repository.

(d) The Dissemination Agent shall:

(i) upon receipt and no later than the Annual Filing Date, promptly file each Annual Filing received under Section 4(a) hereof with the Repository in an electronic format as prescribed by the MSRB;

(ii) upon receipt and no later than the Annual Filing Date, promptly file each City Audited Financial Statement or Unaudited Financial Statement received under Sections 4(a) and 4(c) hereof with the Repository in an electronic format as prescribed by the MSRB;

(iii) provide the Successor Agency evidence of the filings of each of the above when made, which shall be made by means of the DAC system, for so long as DAC is the Dissemination Agent under this Disclosure Agreement.

(e) The Successor Agency may adjust the Annual Filing Date upon change of the Fiscal Year by providing written notice of such change and the new Annual Filing Date to the Dissemination Agent and the Repository, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(f) Each Annual Filing shall contain the information set forth in Section 6 hereof.

Section 5. Reporting of Notice Events.

(a) The Successor Agency or the Dissemination Agent shall file a Notice Event Filing with the Repository, in the appropriate format required by the MSRB and in a timely manner not in excess of ten (10) Business Days after it has actual knowledge of the occurrence of any of the following Notice Events with respect to the Series 2022 Bonds:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2022 Bonds, or other material events affecting the tax status of the Series 2022 Bonds;

(vii) Modifications to rights of holders, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution or sale of property securing repayment of the Series 2022 Bonds, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the Obligated Person. Such an event is considered to occur when there is an appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental

authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person;

(xiii) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of an Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; or

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) In accordance with the Rule, the Successor Agency or the Dissemination Agent shall file a Notice Event Filing with the Repository, in the appropriate format required by the MSRB and in a timely manner, after the occurrence of a failure of the Successor Agency to provide the Annual Filing on or before the Annual Filing Date.

(c) The Successor Agency shall promptly notify the Dissemination Agent in writing upon having Actual Knowledge of the occurrence of a Notice Event; provided, however, to the extent any such Notice Event has been previously and properly disclosed by or on behalf of the Successor Agency, the Successor Agency shall not be required to provide additional notice of such Notice Event in accordance with this subsection. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to Section 5(e) hereof. Such notice shall be accompanied with the text of the disclosure that the Successor Agency desires to make (each a "Notice Event Filing"), the written authorization of the Successor Agency for the Dissemination Agent to disseminate such information, and the date on which the Successor Agency desires the Dissemination Agent to disseminate the information.

The Dissemination Agent is under no obligation to notify the Successor Agency or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will instruct the Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made, or (ii) a Notice Event has occurred and provide the Dissemination Agent with the Notice Event Filing and the date the Dissemination Agent should file the Notice Event Filing.

(d) The Dissemination Agent shall upon receipt, and no later than the required filing date, promptly file each Notice Event Filing received under Sections 5(a) and 5(b) hereof, with the Repository in an electronic format as prescribed by the MSRB.

Section 6. Content of Annual Filings.

(a) Each Annual Filing shall contain the following annual financial information, consisting of, to the extent not included in the City Audited Financial Statements and to the extent all such information continues to be available and/or prepared by the Successor Agency and/or its consultants, updates of the following information set forth in the Official Statement:

(i) the chart entitled "PROJECT AREA Historic Assessed Valuation Fiscal Years 2017-18 through 2021-22" under the heading "PROJECT AREA – Assessed Value;"

(ii) the chart entitled "Project Area Land Use Categories by Assessed Value Project Area" under the heading "PROJECT AREA – Land Use;"

(iii) the chart entitled "Project Area Top Ten Taxpayers for Fiscal Year 2021-22" under the heading "Project Area – Top Ten Property Owners (by Assessed Value);"

(iv) the chart entitled "Project Area Collection Percentages Fiscal Years 2016-17 to 2020-21" under the heading "TAX REVENUES AND DEBT SERVICE COVERAGE – Allocation of Taxes;" and

(v) the chart entitled "Project Area RPTTF Allocation For ROPS Periods Starting January 2016 through June 2021" under the heading "TAX REVENUES AND DEBT SERVICE COVERAGE – Historical RPTTF Allocations."

To the extent the Successor Agency determines that any of the foregoing charts include information that is no longer available and/or prepared by the Successor Agency and/or its consultants, a statement to that effect shall be included in its first Annual Filing after it has made such a determination; which statement will satisfy the requirements of this undertaking, all in compliance with the Rule. In addition, the Successor Agency reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Successor Agency, all in compliance with the Rule.

(b) If available at the time of such filing, the City Audited Financial Statements for the prior Fiscal Year. If the City Audited Financial Statements are not available by the time the Annual Filing is required to be filed pursuant to Section 4(a) hereof, the Annual Filing shall contain Unaudited Financial Statements prepared in accordance with generally accepted accounting principles, as in effect from time to time, and the City Audited Financial Statements shall be filed in the same manner as the Annual Filing when they become available. The City Audited Financial Statements (if any) will be provided pursuant to Section 4(c) hereof.

Any or all of the items listed above may be included by specific reference to documents previously filed with the Repository or the SEC, including, but not limited to, official statements of debt issues with respect to which the Successor Agency is an Obligated Person. If the document

incorporated by reference is a final official statement, it must be available from the Repository. The Successor Agency will clearly identify each such document so incorporated by reference.

Section 7. Responsibility for Content of Reports and Notices.

(a) The Successor Agency shall be solely responsible for the content of each Filing (or any portion thereof) provided to the Dissemination Agent pursuant to this Disclosure Agreement.

(b) Each Filing distributed by the Dissemination Agent pursuant to Section 4 or 5 hereof shall be in a form suitable for distributing publicly and shall contain the CUSIP numbers of the Series 2022 Bonds and such other identifying information prescribed by the MSRB from time to time. Each Notice Event Filing shall be in substantially the form set forth in Exhibit "A" attached hereto. If an item of information contained in any Filing pursuant to this Disclosure Agreement would be misleading without additional information, the Successor Agency shall include such additional information as a part of such Filing as may be necessary in order that the Filing will not be misleading in light of the circumstances under which it is made.

(c) Any report, notice or other filing to be made public pursuant to this Disclosure Agreement may consist of a single document or separate documents composing a package and may incorporate by reference other clearly identified documents or specified portions thereof previously filed with the Repository or the SEC; provided that any final official statement incorporated by reference must be available from the Repository.

(d) Notwithstanding any provision herein to the contrary, nothing in this Disclosure Agreement shall be construed to require the Successor Agency or the Dissemination Agent to interpret or provide an opinion concerning information made public pursuant to this Disclosure Agreement.

(e) Notwithstanding any provision herein to the contrary, the Successor Agency shall not make public, or direct the Dissemination Agent to make public, information which is not permitted to be publicly disclosed under any applicable data confidentiality or privacy law or other legal requirement.

Section 8. Voluntary Filings.

(a) The Successor Agency may instruct the Dissemination Agent to file information with the Repository, from time to time (a "Voluntary Filing").

(b) Nothing in this Disclosure Agreement shall be deemed to prevent the Successor Agency from disseminating any other information through the Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Filing, in addition to that required by this Disclosure Agreement. If the Successor Agency chooses to include any information in any Filing in addition to that which is specifically required by this Disclosure Agreement, the Successor Agency shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Filing, Annual Financial Statement, Voluntary Filing or Notice Event Filing.

(c) Notwithstanding the foregoing provisions of this Section 8, the Successor Agency is under no obligation to provide any Voluntary Filing.

(d) The Dissemination Agent shall upon receipt promptly file each Voluntary Filing received with the Repository in an electronic format as prescribed by the MSRB.

Section 9. Defaults; Remedies.

(a) A party shall be in default of its obligations hereunder if it fails or refuses to carry out or perform its obligations hereunder for a period of five Business Days following notice of default given in writing to such party by any other party hereto or by any Third Party Beneficiary hereof, unless such default is cured within such five Business Day notice period. An extension of such five Business Day cure period may be granted for good cause (in the reasonable judgment of the party granting the extension) by written notice from the party who gave the default notice.

(b) If a default occurs and continues beyond the cure period specified above, any nondefaulting party or any Third-Party Beneficiary may seek specific performance of the defaulting party's obligations hereunder as the sole and exclusive remedy available upon any such default, excepting, however, that the party seeking such specific performance may recover from the defaulting party any reasonable attorneys' fees and expenses incurred in the course of enforcing this Disclosure Agreement as a consequence of such default. Each of the parties hereby acknowledges that monetary damages will not be an adequate remedy at law for any default hereunder, and therefore agrees that the exclusive remedy of specific performance shall be available in proceedings to enforce this Disclosure Agreement.

(c) Notwithstanding any provision of this Disclosure Agreement or the Indenture to the contrary, no default under this Disclosure Agreement shall constitute a default or event of default under the Indenture.

Section 10. Amendment or Modification.

(a) This Disclosure Agreement shall not be amended or modified except as provided in this Section. No modification, amendment, alteration or termination of all or any part of this Disclosure Agreement shall be construed to be, or operate as, altering or amending in any way the provisions of the Indenture.

(b) Notwithstanding any other provision of this Disclosure Agreement, the Successor Agency may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if: (i) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the obligor on the Series 2022 Bonds, or type of business conducted by such obligor; (ii) such amendment or waiver does not materially impair the interests of the Beneficial Owners of the Series 2022 Bonds, as determined either by an unqualified opinion of counsel expert in federal securities laws retained by the Successor Agency or by the approving vote a majority of the Beneficial Owners of the Series 2022 Bonds outstanding at the time of such amendment or waiver; and (iii) such amendment or waiver is supported by an opinion of counsel expert in federal securities laws retained by the Successor Agency, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule

if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule, as well as any change in circumstances.

(c) If any provision of Section 6 hereof is amended or waived, the first Annual Filing containing any amended, or omitting any waived, operating data or financial information shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided.

(d) If the provisions of this Disclosure Agreement specifying the accounting principles to be followed in preparing the Successor Agency's financial statements are amended or waived, the Annual Filing for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to the Beneficial Owners of the Series 2022 Bonds to enable them to evaluate the ability of the Successor Agency to meet its obligations. To the extent reasonably feasible, the comparison shall also be quantitative. The Successor Agency will file a notice of the change in the accounting principles with the Repository on or before the effective date of any such amendment or waiver.

(e) Notwithstanding the foregoing, the Dissemination Agent shall not be obligated to agree to any amendment expanding its duties or obligations hereunder without its consent thereto.

(f) The Successor Agency shall prepare or cause to be prepared a notice of any such amendment or modification and shall direct the Dissemination Agent to make such notice public in accordance with Section 8 hereof.

Section 11. Agency Relationship.

(a) The Dissemination Agent agrees to perform such duties, but only such duties, as are specifically set forth in this Disclosure Agreement, and no implied duties or obligations of any kind shall be read into this Disclosure Agreement with respect to the Dissemination Agent. The Dissemination Agent may conclusively rely, as to the truth, accuracy and completeness of the statements set forth therein, upon all notices, reports, certificates or other materials furnished to the Dissemination Agent pursuant to this Disclosure Agreement, and in the case of notices and reports required to be furnished to the Dissemination Agent pursuant to this Disclosure Agreement, the Dissemination Agent shall have no duty whatsoever to examine the same to determine whether they conform to the requirements of this Disclosure Agreement.

(b) The Dissemination Agent shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Dissemination Agent unless it shall be proven that the Dissemination Agent engaged in negligent conduct or willful misconduct in ascertaining the pertinent facts related thereto.

(c) The Dissemination Agent shall perform its rights and duties under this Disclosure Agreement using the same standard of care as a prudent person would exercise under the circumstances, and the Dissemination Agent shall not be liable for any action taken or failure to

act in good faith under this Disclosure Agreement unless it shall be proven that the Dissemination Agent was negligent or engaged in willful misconduct.

(d) The Dissemination Agent may perform any of its duties hereunder by or through attorneys or agents selected by it with reasonable care, and shall be entitled to the advice of counsel concerning all matters arising hereunder, and may in all cases pay such reasonable compensation as it may deem proper to all such attorneys and agents. The Dissemination Agent shall be responsible for the acts or negligence of any such attorneys, agents or counsel.

(e) The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Successor Agency, the holders of the Series 2022 Bonds or any other party.

(f) None of the provisions of this Disclosure Agreement or any notice or other document delivered in connection herewith shall require the Dissemination Agent to advance, expend or risk its own funds or otherwise incur financial liability in the performance of any of the Dissemination Agent's duties or rights under this Disclosure Agreement.

(g) Except as expressly provided herein, the Dissemination Agent shall not be required to monitor the compliance of the Successor Agency with the provisions of this Disclosure Agreement or to exercise any remedy, institute a suit or take any action of any kind without indemnification satisfactory to the Dissemination Agent.

(h) The Dissemination Agent may resign at any time by giving at least ninety (90) days prior written notice thereof to the Successor Agency. The Dissemination Agent may be removed for good cause at any time by written notice to the Dissemination Agent from the Successor Agency, provided that such removal shall not become effective until a successor dissemination agent has been appointed by the Successor Agency under this Disclosure Agreement.

(i) In the event the Dissemination Agent shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of the Dissemination Agent for any reason, the Successor Agency shall promptly appoint a successor. Notwithstanding any provision to the contrary in this Disclosure Agreement or elsewhere, the Successor Agency may appoint itself to serve as Dissemination Agent hereunder.

(j) Any company or other legal entity into which the Dissemination Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which the Dissemination Agent may be a party or any company to whom the Dissemination Agent may sell or transfer all or substantially all of its agency business shall be the successor dissemination agent hereunder without the execution or filing of any paper or the performance of any further act and shall be authorized to perform all rights and duties imposed upon the Dissemination Agent by this Disclosure Agreement, anything herein to the contrary notwithstanding.

Section 12. Miscellaneous.

(a) Each of the parties hereto represents and warrants to each other party that it has (i) duly authorized the execution and delivery of this Disclosure Agreement by the officers of such party whose signatures appear on the execution pages hereto, (ii) that it has all requisite power and

authority to execute, deliver and perform this Disclosure Agreement under applicable law and any resolutions, ordinances, or other actions of such party now in effect, (iii) that the execution and delivery of this Disclosure Agreement, and performance of the terms hereof, does not and will not violate any law, regulation, ruling, decision, order, indenture, decree, agreement or instrument by which such party or its property or assets is bound, and (iv) such party is not aware of any litigation or proceeding pending, or, to the best of such party's knowledge, threatened, contesting or questioning its existence, or its power and authority to enter into this Disclosure Agreement, or its due authorization, execution and delivery of this Disclosure Agreement, or otherwise contesting or questioning the issuance of the Series 2022 Bonds.

(b) This Disclosure Agreement shall be governed by and interpreted in accordance with the laws of the State of California and applicable federal law.

(c) This Disclosure Agreement may be executed in one or more counterparts, each and all of which shall constitute one and the same instrument.

Section 13. Identifying Information. All documents provided to the Repository pursuant to this Disclosure Agreement shall be accompanied by identifying information as prescribed by the MSRB.

Section 14. Severability. In case any part of this Disclosure Agreement is held to be illegal or invalid, such illegality or invalidity shall not affect the remainder or any other section of this Disclosure Agreement. This Disclosure Agreement shall be construed or enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application of this Disclosure Agreement affect any legal and valid application.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Successor Agency and the Dissemination Agent have each caused this Disclosure Agreement to be executed, on the date first written above, by their respective duly authorized officers.

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, a public entity duly existing under the laws of the State of California

By:_____
Name: Thomas Thomas
Title: Executive Director

APPROVED AS TO FORM:

COUNSEL TO THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON

By: _____
Name: Eric Perrodin
Title: City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

SIGNATURE PAGE TO
CONTINUING DISCLOSURE AGREEMENT
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON TAX ALLOCATION REFUNDING BONDS, SERIES 2022A
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON TAX ALLOCATION REFUNDING BONDS (TAXABLE), SERIES 2022B

IN WITNESS WHEREOF, the Successor Agency and the Dissemination Agent have each caused this Disclosure Agreement to be executed, on the date first written above, by their respective duly authorized officers.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Dissemination Agent

By:_____
Name:_____
Title:_____

EXHIBIT A

NOTICE TO REPOSITORY OF THE OCCURRENCE OF [INSERT THE NOTICE EVENT]

Relating to

$59,200,000
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON
TAX ALLOCATION REFUNDING BONDS, SERIES 2022A

and
$16,620,000
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON
TAX ALLOCATION REFUNDING BONDS (TAXABLE), SERIES 2022B

Originally Issued on June 21, 2022

[CUSIP NUMBERS**)]**

Notice is hereby given by the **Successor Agency to the Community Redevelopment Agency of the City of Compton** (the "Successor Agency"), as obligated person with respect to the above-referenced bonds issued by the Successor Agency, under the Securities and Exchange Commission's Rule 15c2-12, that **[**INSERT THE NOTICE EVENT**]** has occurred. **[**DESCRIBE NOTICE EVENT AND MATERIAL CIRCUMSTANCES RELATED THERETO**]**.

This Notice is based on the best information available to the Successor Agency at the time of dissemination hereof and is not guaranteed by the Successor Agency as to the accuracy or completeness of such information. The Successor Agency will disseminate additional information concerning **[**NOTICE EVENT**]**, as and when such information becomes available to the Successor Agency, to the extent that the dissemination of such information would be consistent with the requirements of Rule 15c2-12 and the Successor Agency's obligation under that certain Continuing Disclosure Agreement dated June 21, 2022. **[**Any questions regarding this notice should be directed in writing only to the Successor Agency. However, the Successor Agency will not provide additional information or answer questions concerning [**NOTICE EVENT**] except in future written notices, if any, disseminated by the Successor Agency in the same manner and to the same recipients as this Notice**]**.

DISCLAIMER: All information contained in this Notice has been obtained by the Successor Agency from sources believed to be reliable as of the date hereof. Due to the possibility of human or mechanical error as well as other factors, however, such information is not guaranteed as to the accuracy, timeliness or completeness. Under no circumstances shall the Successor Agency have any liability to any person or entity for (a) any loss, damage, cost, liability or expense in whole or in part caused by, resulting from or relating to this Notice, including, without limitation, any error (negligent or otherwise) or other circumstances involved in procuring, collecting, compiling, interpreting, analyzing, editing, transcribing, transmitting, communicating or delivering any information contained in this Notice, or (b) any direct, indirect, special, consequential or incidental damages whatsoever related thereto.

Dated: _____

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON

By:_____
Name:_____
Title: _____

NEW ISSUE—FULL BOOK-ENTRY **RATING: Standard & Poor's: "A"**
(See "Ratings" herein.)

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the City, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2009 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Series 2009 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, nor is it included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2009 Bonds. See "TAX MATTERS" within.

$44,040,000
CITY OF COMPTON, CALIFORNIA
(Los Angeles County, California)
Water Revenue Bonds, Series 2009

Dated: Date of Delivery **Due: August 1, as shown on the inside front cover**

This cover page contains certain information for reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The City of Compton, California Water Revenue Bonds, Series 2009 (the "Series 2009 Bonds") are being issued to provide funds to: (i) pay for certain capital costs of the City's Water System, (ii) provide for the deposit to the Parity Reserve Fund for the Series 2009 Bonds, (iii) pay the costs of issuing the Series 2009 Bonds, and (iv) pay interest on the Series 2009 Bonds through February 1, 2011, as more fully described herein.

The Series 2009 Bonds will be payable as to interest on February 1 and August 1 of each year, commencing February 1, 2010. The Series 2009 Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2009 Bonds. Purchasers will not receive certificates representing their interests in the Series 2009 Bonds. Payments of principal of and interest on the Series 2009 Bonds will be made by U.S. Bank National Association, Seattle, Washington, as Trustee, to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Series 2009 Bonds. See APPENDIX G - "BOOK-ENTRY SYSTEM" herein.

The Series 2009 Bonds are subject to redemption prior to maturity as described herein. See "THE BONDS — Redemption" herein.

Principal of, redemption premium, if any, and interest on the Series 2009 Bonds are secured by a pledge of Net Revenues, primarily consisting of charges, income and receipts derived by the City from the ownership and operation of the Water System, after deducting maintenance and operation costs of the Water System. See "PLAN OF FINANCE" herein. The City may in the future issue additional bonds and other indebtedness secured by and payable on a parity with the Series 2009 Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" herein.

THE SERIES 2009 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION, AND THE CITY IS NOT OBLIGATED TO LEVY ANY AD VALOREM TAXES THEREFOR OR TO USE ANY OTHER FUNDS OF THE CITY OTHER THAN NET REVENUES TO PAY THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2009 BONDS. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL, REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2009 BONDS.

The Series 2009 Bonds will be offered when, as and if issued by the City and received by the Underwriter, subject to the approval of validity by Orrick, Herrington & Sutcliffe LLP, Bond Counsel. Certain matters will be passed upon for the City by the City Attorney of the City of Compton and by Orrick, Herrington & Sutcliffe LLP, as Disclosure Counsel. The Series 2009 Bonds, in book-entry form, will be available for delivery through The Depository Trust Company in New York, New York on or about June 4, 2009.

Grigsby & Associates, Inc.

Dated: May 20, 2009.

Macias, Gini & O'Connell LLP has not consented to the inclusion of its report as Appendix C and has not undertaken to update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by Macias, Gini & O'Connell LLP with respect to any event subsequent to its report dated April 20, 2009.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the holders and beneficial owners of the Series 2009 Bonds to provide certain financial information and operating data relating to the Sewer System by not later than nine months following the end of the City's Fiscal Year (presently June 30) (the "Annual Report"), commencing with the report for Fiscal Year 2008-09, and to provide notices of the occurrence of certain enumerated events, if material. The Annual Report will be filed by the City with the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC. Notices of material events will be filed by the City with the Municipal Securities Rulemaking Board. The specific nature of the information to be contained in the Annual Report and the notices of material events is set forth in APPENDIX F: "PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT" hereto. These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

In the past, the City has failed to timely file certain annual reports, notices of failure to file annual reports and notices of rating changes required to be filed by continuing disclosure agreements executed by the City. The City has corrected such failures and is now current with regard to such undertakings. The City expects to timely make all future filings as required under its continuing disclosure undertakings and has put a process in place to assure such compliance.

RATINGS

Standard & Poor's, a division of the McGraw-Hill Companies ("S&P"), has assigned its municipal bond rating of "A" to the Series 2009 Bonds. Certain information was supplied by the City to S&P to be considered in evaluating the Series 2009 Bonds. The rating expresses only the view of the rating agency and is not a recommendation to buy, sell or hold the Series 2009 Bonds. An explanation of the significance of the rating may be obtained from Standard & Poor's, a division of the McGraw-Hill Companies, Inc., 55 Water Street, New York, New York 10041. There is no assurance that such rating will continue for any given period of time or that it will not be reduced or withdrawn entirely by the rating agency, if in its judgment, circumstances so warrant. The City and the Trustee undertake no responsibility to oppose any such revision or withdrawal. Any such downward revision or withdrawal may have an adverse effect on the market price of the Series 2009 Bonds.

UNDERWRITING

The Series 2009 Bonds are being purchased pursuant to a purchase contract between the City and Grigsby & Associates, Inc. (the "Underwriter"). The Underwriter has agreed to purchase the Series 2009 Bonds at a price of $42,560,778.60 (which price is equal to the principal amount of the Series 2009 Bonds ($44,040,000.00), less an original issue discount of $1,038,821.40, less an underwriter's discount of $440,400.00). The purchase contract provides that the Underwriter will purchase all of the Series 2009 Bonds if any are purchased. The obligation of the Underwriter to make such purchase is subject to certain terms and conditions set forth in the purchase contract.

The Underwriter may offer and sell the Series 2009 Bonds to certain dealers and others at prices or yields below those stated on the inside cover page of this Official Statement. The initial offering prices or yields may be changed from time to time by the Underwriter.

APPENDIX F

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by the CITY OF COMPTON, California (the "City"), and U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee") and as dissemination agent (the "Dissemination Agent") in connection with the execution and delivery of the City's Water Revenue Bonds, Series 2009 (the "Bonds"). The Bonds are being executed and delivered pursuant to a Water Revenue Bond Indenture (the "Master Indenture"), as supplemented by a First Supplemental Water Revenue Bond Indenture (the "First Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each dated as of June 1, 2009, by and between the City and the Trustee. The City, the Trustee and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the City, the Trustee and the Dissemination Agent for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with Securities and Exchange Commission ("S.E.C.") Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning the ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Disclosure Representative" shall mean the City Manager of the City, or such other officer or employee as the City shall designate in writing to the Trustee from time to time.

"Dissemination Agent" shall mean the Trustee, or any successor Dissemination Agent which may be designated in writing by the City and which has filed with the Trustee a written acceptance of such designation.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of California.

SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the City's Fiscal Year (presently June 30), commencing with the report for the 2008-09 Fiscal Year, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report must be submitted in electronic format, accompanied by such identifying information as is prescribed by the Repository, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) Not later than five (5) Business Days prior to such date, the City shall provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent); provided, however, that the City may distribute the Annual Report itself after providing written notice to the Trustee and the Dissemination Agent. If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall notify the City of such failure to receive the Annual Report. The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Trustee to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent and the Trustee may conclusively rely upon such certification of the City and shall have no duty or obligation to review such Annual Report.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided by the date required in subsection (a), the Dissemination Agent shall send a notice to the Repository, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and the State Repository, if any; and

(ii) to the extent the City has provided the Annual Report to the Dissemination Agent, file a report with the City and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided.

SECTION 4. Content of Annual Reports. The City's Annual Report shall contain or include by reference the following:

1. The City's Comprehensive Annual Financial Report, including the audited financial statements for the prior Fiscal Year, which audited financial statements shall be prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. Any or all of the items listed above may be included by specific reference to other documents, including the City's Comprehensive Annual Financial Report, official statements of debt

issues of the City or related public entities, which have been filed with the Repository. If the document included by reference is a final official statement, it must be available from the Repository. The City shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. principal and interest payment delinquencies;

2. non-payment related defaults;

3. modifications to rights of Bondholders;

4. optional, contingent or unscheduled bond calls;

5. defeasances;

6. rating changes;

7. adverse tax opinions or events adversely affecting the tax-exempt status of the Bonds;

8. unscheduled draws on the debt service reserves reflecting financial difficulties;

9. unscheduled draws on credit enhancements reflecting financial difficulties;

10. substitution of credit or liquidity providers or their failure to perform;

11. release, substitution or sale of property securing repayment of the Bonds.

(b) The Trustee shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events (with no obligation to determine the materiality thereof), contact the Disclosure Representative, inform such person of the event, and request that the City promptly notify the Trustee in writing whether or not to report the event pursuant to subsection (f); provided that, failure by the Trustee to so notify the Disclosure Representative and make such request shall not relieve the City of its duty to report Listed Events as required by this Section 5. For the purpose of this Disclosure Agreement "actual knowledge" means actual knowledge at the corporate trust office of the Trustee by an officer of the Trustee with responsibility for matters related to the administration of the Indenture. Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Trustee pursuant to subsection (b) or otherwise, the City shall within five (5) Business Days determine if such event would be material under applicable federal securities laws.

(d) If the City has determined that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If in response to a request under subsection (b), the City determines that the Listed Event would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence.

(f) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Trustee shall promptly file a notice of such occurrence each National Repository or with the Repository. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(4) and (5) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Owners of affected Bonds pursuant to the Indenture.

(g) The Trustee may conclusively rely on an opinion of counsel that the City's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. Each party's obligations under this Disclosure Agreement shall terminate (a) upon the legal defeasance, prior redemption or payment in full of all of the Bonds or (b) if, in the opinion of nationally recognized bond counsel, the City ceases to be an "obligated person" (within the meaning of the Rule) with respect to the Bonds or the Bonds otherwise cease to be subject to the requirements of the Rule. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

SECTION 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty days written notice to the City. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Agreement. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent. The initial Dissemination Agent shall be U.S. Bank National Association

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the City, the Trustee and the Dissemination Agent may amend this Disclosure Agreement, (and the Trustee and the Dissemination Agent shall agree to any amendment so requested by the City, provided such amendment does not impose any greater duties, nor risk of liability, on the Trustee or the Dissemination Agent, as the case may be), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the City shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Electronic Filing. Submission of Annual Reports and notices of Listed Events to DisclosureUSA.org or another "Central Post Office" designated and accepted by the S.E.C. shall constitute compliance with the requirement of filing such reports and notices with each National Repository and any State Repository hereunder.

SECTION 11. Default. In the event of a failure of the City, the Trustee or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City, the Trustee or the Dissemination Agent to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the City, the Trustee or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 12. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. Article VIII of the Indenture is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Indenture. The Dissemination Agent shall be entitled to the protections and limitations from liability afforded to the Trustee thereunder. The Dissemination Agent and the Trustee shall have only such duties as are specifically set forth in this Disclosure Agreement, and the City, to the extent permitted by law, agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Trustee's negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 13. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given as follows:

To the City:	City of Compton 205 South Willowbrook Avenue Compton, CA 90220 Attention: City Manager and City Attorney
To the Trustee and Dissemination Agent:	U.S. Bank National Association 1420 5th Avenue, 7th Floor Seattle, WA 98101 Attention: Corporate Trust Services

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

SECTION 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriters and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2009

CITY OF COMPTON

By _____
City Manager

U.S. BANK NATIONAL ASSOCIATION, as Trustee and Dissemination Agent

By _____
Authorized Officer

EXHIBIT A

FORM OF NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of Obligated Person:	City Manager City of Compton, California
Name of Issue:	City of Compton, California Water Revenue Bonds, Series 2009
Date of Issuance:	_____, 2009

NOTICE IS HEREBY GIVEN that the City of Compton, California, has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 hereof. The City anticipates that the Annual Report will be filed by _____.

Dated:_____

U.S. BANK NATIONAL ASSOCIATION

By _____
Title _____

NEW ISSUE — FULL BOOK-ENTRY

RATINGS: Baa2
(See "Ratings" herein)

In the opinion of Robinson & Pearman LLP, Los Angeles, California, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is exempt from personal income taxes imposed by the State of California and, assuming compliance by the City with certain covenants described herein, such interest is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, however, for the purposes of computing alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted net book income and adjusted current earnings. See "Tax Exemption" herein.

$8,310,000
CITY OF COMPTON
(California)
SEWER REVENUE REFUNDING BONDS, SERIES 1998

Dated: June 1, 1998 **Due: September 1, as shown below**

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Sewer Revenue Refunding Bond, Series 1998 (the "Bonds") will be issued by the City of Compton, California (the "City") in fully registered form only, and when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Ownership interests in the Bonds will be in denominations of $5,000 or any integral multiple thereof. Beneficial owners of the Bonds will not receive physical certificates from the City or the Trustee representing the Bonds purchased, but will receive a credit balance on the books of the participants of DTC. Interest on the Bonds is payable from the dated date semiannually on March 1 and September 1, commencing March 1, 1999 (each an "Interest Payment Date") to the registered owner of record as of the fifteenth (15th) day of the month prior to such Interest Payment Date. Principal of, premium, if any, and interest on the Bonds will be paid by U.S. Bank Trust National Association, as Trustee (the "Trustee") to DTC, which in turn is obligated to remit such principal, premium, if any, and interest to its participants for subsequent disbursement to beneficial owners of the Bonds as described herein. See "DESCRIPTION OF THE BONDS — Book-Entry Only System" herein.

The Bonds are subject to optional and mandatory redemption prior to maturity, as described herein.

The Bonds described herein are being issued by the City (i) to refinance a portion of the costs of replacing and upgrading portions of the City's sewer system (the "Sewer System") by refunding certain prior bonds of the City, (ii) to fund a Reserve Fund for the Bonds and (iii) to pay certain costs related to the issuance of the Bonds.

The Bonds are secured by certain "Pledged Revenues" which consist of sewer service charges ("Sewer Service Charges") imposed by the City upon its property owners for the use of the Sewer System minus certain operation and maintenance expenses ("Operation and Maintenance Expenses") incurred by the City in connection with the operation of the Sewer System. The City has covenanted to establish, fix, prescribe and collect Sewer Service Charges on an annual basis so that Pledged Revenues are equal to at least 1.10 times the actual debt service due in such year on the Bonds and any outstanding parity bonds. See "POSSIBLE LIMITATIONS ON IMPOSING ADDITIONAL SEWER SERVICE CHARGES" herein.

THE BONDS ARE SPECIAL OBLIGATIONS PAYABLE FROM AND SECURED SOLELY BY A PLEDGE OF THE PLEDGED REVENUES AND CERTAIN OTHER FUNDS HELD BY THE TRUSTEE AS DESCRIBED HEREIN. THE GENERAL FUND OF THE CITY IS NOT LIABLE FOR THE PAYMENT OF THE BONDS AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OR ANY OTHER ENTITY IS PLEDGED TO PAY THE BONDS. THE PLEDGE GRANTED BY THE CITY DOES NOT CREATE A LEGAL OR EQUITABLE PLEDGE, CHARGE, LIEN, OR ENCUMBRANCE UPON ANY OF THE CITY'S PROPERTY, OR UPON ITS INCOME, RECEIPTS OR REVENUE, EXCEPT TO THE EXTENT OF THE PLEDGED REVENUES.

MATURITY SCHEDULE

Maturity Sept. 1	Principal Amount	Interest Rate	Yield	Maturity Sept. 1	Principal Amount	Interest Rate	Yield
1999	$ 75,000.00	4.200%	4.200%	2002	$205,000.00	4.400%	4.500%
2000	190,000.00	4.250	4.300	2003	215,000.00	4.500	4.600
2001	195,000.00	4.300	4.400	2004	220,000.00	4.600	4.700

$1,005,000.00 5.000% Term Bonds due September 1, 2008 — Yield 5.000%

$1,565,000.00 5.125% Term Bonds due September 1, 2013 — Yield 5.300%

$4,640,000.00 5.375% Term Bonds due September 1, 2023 — Yield 5.500%

The Bonds are being offered by the Underwriter, when, as and if issued by the City and accepted by the Underwriter, subject to an approving opinion of Robinson & Pearman LLP, Los Angeles, California, Bond Counsel, as to the validity of the Bonds and to certain other conditions. Certain legal matters will be passed upon for the City by its City Attorney. It is anticipated that the Bonds in book-entry form will be available for delivery to DTC In New York, New York on or about June 30, 1998.

THE CHAPMAN COMPANY

The date of this Official Statement is June 22, 1998.

legal matters will be passed upon for the City by its City Attorney and by Robinson & Pearman LLP as disclosure counsel. The payment of all or a portion of the fees and expenses of such counsel is contingent upon the successful completion of this financing.

Absence of Litigation

There is no action, suit or proceeding known to be pending or threatened, restraining or enjoining, the issuance of the Bonds, the Trust Agreement or Supplemental Trust Agreement or in any way contesting or affecting the validity of the foregoing, or any proceedings of the City taken with respect to any of the foregoing.

Continuing Disclosure

The City has covenanted for the benefit of the Owners and beneficial owners of the Bonds to provide certain annual financial information and operating data relating to the City by not later than February 28 of each year (the "Annual Report"), commencing with the report for the 1997-98 Fiscal Year, and to provide notices of the occurrence of certain enumerated events, if material. The Annual Report will be filed by the City with each Nationally Recognized Municipal Securities Information Repository ("NRMSIR") and with the State Depository, if any. Any notice of material events will be filed by the City with each NRMSIR and with the State Depository, if any. The specific nature of the information contained in the Annual Report or the notices of material events is set forth under the caption "APPENDIX C -- FORM OF CONTINUING DISCLOSURE AGREEMENT." These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5). The Redevelopment Agency of the City (the "Agency") failed to timely file its annual report for fiscal year ended June 30, 1996 as it agreed to do so in connection with the issuance of its 1995 tax allocation bonds; the Agency filed its annual report for fiscal year ended June 30, 1996 on August 11, 1997.

Verification of Mathematical Accuracy

Grant Thornton LLP, independent accountants, upon delivery of the Bonds, will deliver a report on the mathematical accuracy of certain computations, contained in schedules provided to them on behalf of the City, relating to (a) the sufficiency of the anticipated receipts from the Government Obligations to pay, when due, the principal, whether at maturity or upon prior prepayment, interest and prepayment premium requirements of the Prior Bonds, and (b) the "yield" on the Government Obligations and on the Bonds considered by Bond Counsel in connection with the opinion rendered by such firm that the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code. See "PLAN OF FINANCING."

Rating

Moody's Investors Service, Inc. has assigned the rating of "Baa2" to the Bonds. Such rating reflects only the views of such organization and an explanation of the significance of such ratings may be obtained from them as follows: Moody's Investors Service, Inc. 99 Church Street, New York, New York 10007. There is no assurance that such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by the rating agency if, in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

APPENDIX C

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement is entered into as of the first day of June, 1998 by and among the City of Compton, California (the "City"), U.S. Bank Trust National Association, as Dissemination Agent (the "Dissemination Agent") and U.S. Bank Trust National Association, as Trustee (the "Trustee") under the below described Trust Agreement. The City, Dissemination Agent and the Trustee hereby covenant and agree as follows:

Section 1. Definitions.

Capitalized terms used herein shall have the meanings set forth below unless the context clearly requires otherwise.

"Annual Report" shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bonds" shall mean the $8,310,000 aggregate original principal amount of Sewer Revenue Refunding Bonds, Series 1998 issued by the City under the Trust Agreement.

"Disclosure Agreement" means this Continuing Disclosure Agreement dated as of June 1, 1998 by and between the City and the Dissemination Agent.

"Disclosure Representative" shall mean the City Manager of the City or his or her designee, or such other officer or employee as the City shall designate in writing and which has filed with the Dissemination Agent a written acceptance of such designation.

"Dissemination Agent" shall initially mean U.S. Bank Trust National Association, acting in its capacity as Dissemination Agent, or any successor Dissemination Agent designated in writing by the City and which has filed with the Trustee a written acceptance of such designation.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement as a Listed Events.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule and of which the City notifies the Dissemination

Agent in writing thereof. The National Repositories currently approved by the Securities and Exchange Commission are set forth in Exhibit B.

"Official Statement" shall mean the Official Statement dated June 22, 1998 prepared by the City describing the Bonds.

"Owners" shall mean the person or persons listed in the bond registry books of the Trustee acting as the Registrar under the Trust Agreement as the owners of the Bonds.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each National Repository and each State Repository.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of California.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission of the United States.

"Trust Agreement" shall mean collectively, the Trust Agreement entered into as of July 1, 1993 by and between the City and U.S. Bank Trust National Association as successor trustee to Seattle-First National Bank, as Trustee as supplemented to and including the Second Supplemental Trust Agreement dated as of June 1, 1998 by and between the City and the Trustee.

Section 2. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the City, the Dissemination Agent and the Trustee for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 3. Provision of Annual Reports.

(a) The City shall, or shall by written direction to the Dissemination Agent cause the Dissemination Agent to, not later than eight months after the end of the City's fiscal year (February 28 for fiscal years ending June 30), commencing with the report for the fiscal year ending June 30, 1999, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement, and shall also provide said report to any Owner of not less than 25% of the aggregate outstanding principal amount of Bonds who timely requests in writing provided to the City and the Dissemination Agent a copy of such

report at an address in the continental United States specified by such Owner. The Annual Report may be submitted as a single document or as separate comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(e) of this Disclosure Agreement.

(b) Not later than five (5) Business Days prior to the date specified in subsection (a) for providing the Annual Report to Repositories, the City shall provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent) in a format suitable for reporting. The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Trustee to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder. The Dissemination Agent and Trustee may conclusively rely upon such certification of the City and shall have no duty or obligation to review such Annual Report. If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the first sentence of this subsection (b).

(c) If the Dissemination Agent requests, and the City fails to certify in writing that an Annual Report has been provided to Repositories by no later than eight months after the end of the City's fiscal year, the Dissemination Agent shall send a notice to each Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall, to the extent the City has provided an Annual Report to the Dissemination Agent, file a report with the City and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or include by reference the following:

1. The audited financial statements of the City for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a) hereof, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. The information contained in the following tables in the final Official Statement shall be revised to reflect the prior fiscal year's actual results: (a) the table captioned "Sewer Service Charges Collected", the table captioned "Expenditures of Sewer Service Charges from Sewer Fund" and the table captioned "Projected Summary Statement of Revenues and Expenses and Debt Service Coverage" included in the section of the Official Statement under the caption "THE SEWER SYSTEM".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions hereof, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material (each of which is a "Listed Event"):

1. principal and interest payment delinquencies;

2. non-payment related defaults;

3. modifications to rights to Bondholders;

4. optional, contingent or unscheduled bond calls;

5. defeasances;

6. rating changes;

7. adverse tax opinions or events adversely affecting the tax-exempt status of the Bonds;

8. unscheduled draws on the debt service reserves reflecting financial difficulties;

9. unscheduled draws on credit enhancements reflecting financial difficulties;

10. substitution of credit or liquidity providers, or their failure to perform;

11. release, substitution or sale of property securing repayment of the Bonds; and

12. voter rejection of an increase in Sewer Service Charges (defined in the Trust Agreement) or successful litigation which precludes the City from increasing its Sewer Service Charges, in either case if the increase was intended to comply with

the covenant in the Trust Agreement that Pledged Revenues equal at least 1.10 times annual debt service.

(b) The Trustee shall, promptly after obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative of the City, inform such person of the event, and request that the City promptly notify the Dissemination Agent in writing whether or not to report the event. For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by a responsible officer at the corporate trust office of the Trustee with regular responsibility for providing trustee services for the Bonds. Failure of the Trustee to so notify the Disclosure Representative shall not relieve the City of its duties pursuant to Sections 5(c) and (d) hereof.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Trustee or otherwise, the City shall, within five (5) Business Days, determine if such event would be material under applicable federal securities laws.

(d) If the City has determined that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence and shall include the information needed by the Dissemination Agent to make such report. If in response to a request from the Trustee, the City determines that the Listed Event would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent (and the Trustee if the Trustee is not the Dissemination Agent) in writing and instruct the Dissemination Agent not to report the occurrence.

(e) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the Municipal Securities Rulemaking Board and the State Repository. Notwithstanding the foregoing, notice of Listed Events described in clauses (4) and (5) need not be given any earlier than the notice (if any) of the underlying event is given to Owners of affected Bonds pursuant to the Trust Agreement.

(f) The Dissemination Agent may conclusively rely upon the determination of the City as to the materiality of an event (including a Listed Event).

Section 6. Termination of Reporting Obligation.

The City's obligations under the Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event.

Section 7. Dissemination Agent.

The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to the Disclosure Agreement. The Dissemination Agent may resign by providing thirty days written notice to the City and the Trustee. The Dissemination Agent shall have no duty to prepare any information report nor shall the Dissemination Agent be responsible for filing any report not provided to it by the City in a timely manner and in a form suitable for filing.

Section 8. Amendment; Waiver.

Notwithstanding any other provision of the Disclosure Agreement, the City and the Trustee may amend the Disclosure Agreement (and the Trustee shall agree to any amendment so requested by the City), provided, neither the Trustee or the Dissemination City shall be obligated to enter into any such amendment that modifies or increases its duties or obligations hereunder and any provision of the Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions relating to the filing of an Annual Report or the giving of notice of a Listed Event as set forth in Sections 3(a), 4 or 5(a) hereof, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Agreement for amendments to the Agreement with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(d) hereof, and (ii) the

Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information.

Nothing in the Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in the Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by the Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by the Disclosure Agreement, the City shall have no obligation under the Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default.

In the event of a failure of the City, the Dissemination Agent or the Trustee to comply with any provision of the Disclosure Agreement, any Owner or Beneficial Owner of the Bonds or any Participating Underwriter may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City, the Dissemination Agent or Trustee, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Trust Agreement, and the sole remedy under the Disclosure Agreement in the event of any failure of the City, the Dissemination Agent or the Trustee to comply with the Disclosure Agreement shall be an action to compel performance. Such a failure must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

Section 11. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. The Dissemination Agent and the Trustee shall have only such duties as are specifically set forth in this Disclosure Agreement, and the City agrees to indemnify and save the Dissemination Agent and the Trustee, their officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due, as applicable, to the Dissemination Agent's or Trustee's negligence or wilful misconduct. The obligations of the City under this Section 11 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Compensation. The Dissemination Agent and the Trustee shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees, costs, and advances incurred by the Dissemination Agent hereunder, which compensation and expenses shall be separate from its fees and expenses as Trustee. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bondholders or any other party.

Section 13. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given as follows:

To the City:

The City of Compton, California
205 South Willowbrook Avenue
Compton, California 90220
Attention: City Manager
Telephone: (310) 605-5585
FAX: (310) 631-0322

To the Trustee and Dissemination Agent:

U.S. Bank Trust National Association
601 Union Street
Suite 2120
Seattle, Washington 98101
Attention: Carolyn Whalen
Telephone: (206) 461-4127
FAX: (206) 461-4175

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices of communications should be sent.

Section 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Trustee, the Participating Underwriters and the Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 15. Merger. Any person succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor Dissemination Agent without the filing or execution of any paper or further act.

Section 16. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated: June 1, 1998

THE CITY OF COMPTON, CALIFORNIA

By: _____

Approved as to Form:
Legrand Clegg, City Attorney

By: _____

U.S. BANK TRUST NATIONAL ASSOCIATION,
as Dissemination Agent

By: _____
Title: _____

U.S. BANK TRUST NATIONAL ASSOCIATION,
as Trustee

By: _____
Title: _____

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of City: The City of Compton, California (the "City")

Name of Bond Issue: Sewer Revenue Refunding Bonds, Series 1998

Date of Issuance: _____

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated June 1, 1998, among the City, U.S. Bank Trust National Association, as Trustee and U.S. Bank Trust National Association, as the Dissemination Agent. [The City anticipates that the Annual Report will be filed by _____.]

Dated: _____

U.S. BANK TRUST NATIONAL ASSOCIATION,
as Dissemination Agent

By: _____

cc: City

NEW ISSUE—FULL BOOK-ENTRY **RATING: Standard & Poor's: "A"**
(See "Ratings" herein.)

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the City, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2009 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Series 2009 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, nor is it included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2009 Bonds. See "TAX MATTERS" within.

$18,710,000
CITY OF COMPTON, CALIFORNIA
(Los Angeles County, California)
Sewer Revenue Bonds, Series 2009

Dated: Date of Delivery Due: September 1, as shown on inside front cover

This cover page contains certain information for reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The City of Compton Sewer Revenue Bonds, Series 2009 (the "Series 2009 Bonds") are being issued to provide funds to: (i) pay for certain capital costs of the City's Sewer System, (ii) provide for the deposit to the Reserve Fund for the Series 2009 Bonds, (iii) pay the costs of issuing the Series 2009 Bonds, and (iv) pay interest on the Series 2009 Bonds through March 1, 2011, as more fully described herein.

The Series 2009 Bonds will be payable as to interest on March 1 and September 1 of each year, commencing March 1, 2010. The Series 2009 Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2009 Bonds. Purchasers will not receive certificates representing their interests in the Series 2009 Bonds. Payments of principal of and interest on the Series 2009 Bonds will be made by U.S. Bank National Association, Seattle, Washington, as Trustee, to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Series 2009 Bonds. See APPENDIX G - "BOOK-ENTRY SYSTEM" herein.

The Series 2009 Bonds are subject to redemption prior to maturity as described herein. See "THE BONDS — Redemption" herein.

Principal of, redemption premium, if any, and interest on the Series 2009 Bonds are secured by and payable from a lien on and pledge of Pledged Revenues, primarily consisting of charges, income and receipts derived by the City from the ownership and operation of the City's wastewater collection and delivery system, after deducting maintenance and operation costs of the Sewer System. See "PLAN OF FINANCE" herein. The City may in the future issue additional bonds and other indebtedness secured by and payable on a parity with the Series 2009 Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" herein.

THE SERIES 2009 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION, AND THE CITY IS NOT OBLIGATED TO LEVY ANY AD VALOREM TAXES THEREFOR OR TO USE ANY OTHER FUNDS OF THE CITY OTHER THAN PLEDGED REVENUES TO PAY THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2009 BONDS. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL, REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2009 BONDS.

The Series 2009 Bonds will be offered when, as and if issued by the City and received by the Underwriter, subject to the approval of validity by Orrick, Herrington & Sutcliffe LLP, Bond Counsel. Certain matters will be passed upon for the City by the City Attorney of the City of Compton and by Orrick, Herrington & Sutcliffe LLP, as Disclosure Counsel. The Series 2009 Bonds, in book-entry form, will be available for delivery through The Depository Trust Company in New York, New York on or about June 4, 2009.

Grigsby & Associates, Inc.

Dated: May 20, 2009.

Various legal actions are pending against the City. The aggregate amount of the uninsured liabilities of the City which may result from all legal claims currently pending against it will not, in the opinion of the City, materially affect the finances of the Sewer System.

FINANCIAL ADVISOR

The City has retained Fieldman, Rolapp & Associates, Irvine, California as financial advisor (the "Financial Advisor") to the City in connection with the issuance of the Bonds. The Financial Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or negotiable instruments.

APPROVAL OF LEGAL PROCEEDINGS

All legal matters incident to the authorization, issuance and sale of the Series 2009 Bonds are subject to the approval of Orrick, Herrington & Sutcliffe LLP, San Francisco, California, Bond Counsel to the City. The form of approving opinion of Bond Counsel is included as Appendix E to this Official Statement and the approving opinion will be delivered with the Series 2009 Bonds. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Certain legal matters will be passed upon for the City by the City Attorney and by Orrick, Herrington & Sutcliffe LLP, San Francisco, California, Disclosure Counsel. All of the fees of Bond Counsel and Disclosure Counsel with regard to the delivery of the Series 2009 Bonds are contingent upon the issuance and delivery of the Series 2009 Bonds.

FINANCIAL STATEMENTS

The City's financial statements for the fiscal year ending June 30, 2008, included in Appendix C hereto, have been audited by Macias, Gini & O'Connell LLP certified public accountants, as stated in their report appearing in Appendix C hereto. See APPENDIX C: "EXCERPTS FROM THE AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE YEAR ENDED JUNE 30, 2008." The audited financial statements attached hereto, including the footnotes thereto, should be reviewed in their entirety. Macias, Gini & O'Connell LLP has not consented to the inclusion of its report as Appendix C and has not undertaken to update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by Macias, Gini & O'Connell LLP with respect to any event subsequent to its report dated April 20, 2009.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the holders and beneficial owners of the Series 2009 Bonds to provide certain financial information and operating data relating to the Sewer System by not later than nine months following the end of the City's Fiscal Year (presently June 30) (the "Annual Report"), commencing with the report for Fiscal Year 2008-09, and to provide notices of the occurrence of certain enumerated events, if material. The Annual Report will be filed by the City with the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC. Notices of material events will be filed by the City with the Municipal Securities Rulemaking Board. The specific nature of the information to be contained in the Annual Report and the notices of material events is set forth in APPENDIX F: "PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT" hereto. These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

APPENDIX F

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by the CITY OF COMPTON, California (the "City"), and U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee") and as dissemination agent (the "Dissemination Agent") in connection with the execution and delivery of the City's Sewer Revenue Bonds, Series 2009 (the "Bonds"). The Bonds are being executed and delivered pursuant to a Master Trust Agreement dated as of July 1, 1993 (the "Master Trust Agreement") by and between the City and Trustee, as successor trustee, as previously amended and supplemented, and as amended and supplemented by a Third Supplemental Trust Agreement, dated as of June 1, 2009 (the "Third Supplemental Trust Agreement", and together with the Master Trust Agreement, as previously supplemented, the "Trust Agreement"), between the City and the Trustee. The City, the Trustee and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the City, the Trustee and the Dissemination Agent for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with Securities and Exchange Commission ("S.E.C.") Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Trust Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning the ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Disclosure Representative" shall mean the City Manager of the City, or such other officer or employee as the City shall designate in writing to the Trustee from time to time.

"Dissemination Agent" shall mean the Trustee, or any successor Dissemination Agent which may be designated in writing by the City and which has filed with the Trustee a written acceptance of such designation.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of California.

SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the City's Fiscal Year (presently June 30), commencing with the report for the 2008-09 Fiscal Year, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report must be submitted in electronic format, accompanied by such identifying information as is prescribed by the Repository, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) Not later than five (5) Business Days prior to such date, the City shall provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent); provided, however, that the City may distribute the Annual Report itself after providing written notice to the Trustee and the Dissemination Agent. If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall notify the City of such failure to receive the Annual Report. The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Trustee to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent and the Trustee may conclusively rely upon such certification of the City and shall have no duty or obligation to review such Annual Report.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided by the date required in subsection (a), the Dissemination Agent shall send a notice to the Repository, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and the State Repository, if any; and

(ii) to the extent the City has provided the Annual Report to the Dissemination Agent, file a report with the City and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided.

SECTION 4. Content of Annual Reports. The City's Annual Report shall contain or include by reference the following:

1. The City's Comprehensive Annual Financial Report, including the audited financial statements for the prior Fiscal Year, which audited financial statements shall be prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. Any or all of the items listed above may be included by specific reference to other documents, including the City's Comprehensive Annual Financial Report, official statements of debt

issues of the City or related public entities, which have been filed with the Repository. If the document included by reference is a final official statement, it must be available from the Repository. The City shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. principal and interest payment delinquencies;

2. non-payment related defaults;

3. modifications to rights of Bondholders;

4. optional, contingent or unscheduled bond calls;

5. defeasances;

6. rating changes;

7. adverse tax opinions or events adversely affecting the tax-exempt status of the Bonds;

8. unscheduled draws on the debt service reserves reflecting financial difficulties;

9. unscheduled draws on credit enhancements reflecting financial difficulties;

10. substitution of credit or liquidity providers or their failure to perform;

11. release, substitution or sale of property securing repayment of the Bonds.

(b) The Trustee shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events (with no obligation to determine the materiality thereof), contact the Disclosure Representative, inform such person of the event, and request that the City promptly notify the Trustee in writing whether or not to report the event pursuant to subsection (f); provided that, failure by the Trustee to so notify the Disclosure Representative and make such request shall not relieve the City of its duty to report Listed Events as required by this Section 5. For the purpose of this Disclosure Agreement "actual knowledge" means actual knowledge at the corporate trust office of the Trustee by an officer of the Trustee with responsibility for matters related to the administration of the Trust Agreement. Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Trustee pursuant to subsection (b) or otherwise, the City shall within five (5) Business Days determine if such event would be material under applicable federal securities laws.

(d) If the City has determined that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If in response to a request under subsection (b), the City determines that the Listed Event would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence.

(f) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Trustee shall promptly file a notice of such occurrence each National Repository or with the Repository. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(4) and (5) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Owners of affected Bonds pursuant to the Trust Agreement.

(g) The Trustee may conclusively rely on an opinion of counsel that the City's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. Each party's obligations under this Disclosure Agreement shall terminate (a) upon the legal defeasance, prior redemption or payment in full of all of the Bonds or (b) if, in the opinion of nationally recognized bond counsel, the City ceases to be an "obligated person" (within the meaning of the Rule) with respect to the Bonds or the Bonds otherwise cease to be subject to the requirements of the Rule. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

SECTION 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty days written notice to the City. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Agreement. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent. The initial Dissemination Agent shall be U.S. Bank National Association

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the City, the Trustee and the Dissemination Agent may amend this Disclosure Agreement, (and the Trustee and the Dissemination Agent shall agree to any amendment so requested by the City, provided such amendment does not impose any greater duties, nor risk of liability, on the Trustee or the Dissemination Agent, as the case may be), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the City shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Electronic Filing. Submission of Annual Reports and notices of Listed Events to DisclosureUSA.org or another "Central Post Office" designated and accepted by the S.E.C. shall constitute compliance with the requirement of filing such reports and notices with each National Repository and any State Repository hereunder.

SECTION 11. Default. In the event of a failure of the City, the Trustee or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City, the Trustee or the Dissemination Agent to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Trust Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the City, the Trustee or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 12. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. Article VIII of the Trust Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Trust Agreement. The Dissemination Agent shall be entitled to the protections and limitations from liability afforded to the Trustee thereunder. The Dissemination Agent and the Trustee shall have only such duties as are specifically set forth in this Disclosure Agreement, and the City, to the extent permitted by law, agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Trustee's negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 13. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given as follows:

To the City:	City of Compton 205 South Willowbrook Avenue Compton, CA 90220 Attention: City Manager and City Attorney
To the Trustee and Dissemination Agent:	U.S. Bank National Association 1420 5th Avenue, 7th Floor Seattle, WA 98101 Attention: Corporate Trust Services

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

SECTION 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriters and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2009

CITY OF COMPTON

By _____
City Manager

U.S. BANK NATIONAL ASSOCIATION, as Trustee and Dissemination Agent

By _____
Authorized Officer

EXHIBIT A

FORM OF NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of Obligated Person:	City Manager City of Compton, California
Name of Issue:	City of Compton, California Sewer Revenue Bonds, Series 2009
Date of Issuance:	_____, 2009

NOTICE IS HEREBY GIVEN that the City of Compton, California, has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 hereof. The City anticipates that the Annual Report will be filed by _____.

Dated:_____

U.S. BANK NATIONAL ASSOCIATION

By _____
Title _____

Exhibit C

Authority	Bond	Appendix A Arbitrage Rebate Compliance Services (One Time Pmt)	Appendix B Continuing Disclosure Services ($25K Annual for all Bonds, Stated amount is for a 5yr term)	Appendix C S.B. 1029 Annual Debt Transparency Reporting ($1,500 Annual, Stated amount is for a 5yr term)	Total
Compton Public Finance Authority	Lease Revenue Bond Series 2008	$5,500.00	$20,833.20	$0.00	**$26,333.20**
Compton Public Finance Authority	Lease Revenue Bond Series 2016	$5,500.00	$20,833.20	$0.00	**$26,333.20**
City of Compton	Sewer Rev. Bond Series 2009	$5,500.00	$20,833.20	$0.00	**$26,333.20**
City of Compton	Water Rev. Bond Series 2009	$5,500.00	$20,833.20	$0.00	**$26,333.20**
Independent Cities Finance Authority	Sales Tax Revenue Bond Series 2021	$5,500.00	$20,833.20	$2,500.00	**$28,833.20**
Successor Agency to the CRA	Tax Allocation Refunding Bond Series 2022A	$2,750.00	$10,417.00	$2,500.00	**$15,667.00**
Successor Agency to the CRA	Tax Allocation Refunding Bond Series 2022B	$2,750.00	$10,417.00	$2,500.00	**$15,667.00**
	Total	**$33,000.00**	**$125,000.00**	**$7,500.00**	**$165,500.00**

July 23, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION 25,981 AND APPROVING AND ADOPTING THE ANNUAL APPROPRIATION (GANN) LIMIT FOR FISCAL YEARS 2020-2021, 2021-2022, 2022-2023, 2023-2024 AND 2024-2025**

SUMMARY

This Resolution rescinds Resolution No. 25,981 which established the appropriations GANN limit for fiscal years 2020-2021 through 2023-2024. Since the adoption of that resolution, the calculated figures have been revised and the updated appropriation limits must be adopted. In order for the City of Compton to be compliant with the Appropriation Limit Law pursuant to Article XIII B of the California Constitution and establish the maximum annual Appropriation (GANN) Limit for the City of Compton for Fiscal Years 2020-2021, 2021-2022, 2022-2023, 2023-2024 and 2024-2025.

BACKGROUND

On February 20, 2024, the City Council adopted Resolution 25,981 authorizing the adoption of the annual appropriation (GANN) limit for fiscal years 2020-2021 through 2023-2024. Since the adoption of that Resolution the calculated figures have been revised and the updated appropriation limits must be adopted.

In November of 1979, California voters approved Proposition 4 (Prop 4) commonly known as the GANN Initiative. Prop 4 created Article XIII B of the State of California Constitution which placed limits on the amount of Tax Revenue Proceeds appropriated each fiscal year. Restricted revenues noted in Article XIII B are those referred to as "Proceeds of Taxes." The City may not appropriate money over and above the GANN Appropriation Limit.

The annual growth factors used in calculating the City's Appropriation Limit are as follows:

a) Factor 1- the calculation includes the percentage (%) change in City of Compton Non-Residential New Construction (%) change in the California Per Capita Income. The greater (%) change is used. The HdL Companies provided the Assessed Valuation information to the City of Compton based on the analysis of Proposition 111. The (%) change in California Per Capita Income was provided by the State Department of Finance.

b) Factor 2 - the calculation includes the percentage (%) change in population in the City of Compton, or the (%) change in Los Angeles County's population. The greater percentage was used. This population information was provided by the State Department of Finance.

c) Total Adjustment Factor = Factor 1 (x) Factor 2

d) Current Year's Appropriation Limit = Total Adjustment Factor (x) Previous Year's Appropriation Limit

Attachments B, C, D, E and F have been included to show the calculations for each fiscal year.

Also, in accordance to the California Constitution Art XIII B §1.5, the Appropriation Limit is required for the annual financial audit. As noted in Attachment A, failure to provide this information during the annual audit may subject the City to an audit finding.

STATEMENT OF THE ISSUE

Resolution No. 25,981 established the City's Appropriation (GANN) Limit for Fiscal Year 2020-2021, 2021-2022, 2022-2023, and 2023-2024, authorizing the adoption of the annual appropriation (GANN) limits. Since the adoption of that Resolution the calculated figures have been revised and the updated appropriation limits must be adopted. In addition, the fiscal year 2024-2025 appropriation limit has been calculated and added to this resolution.

Staff has prepared the City of Compton's Appropriation (GANN) Limit for Fiscal Years 2020-2021, 2021-2022, 2022-2023, 2023-2024 and 2024-2025 using the Nonresidential New Cost reports provided by HDL Coren & Cone and attachments from the Department of Finance as information sources. *(Please see "Attachments B, C, D, E and F for references)*

The City's Appropriation (GANN) Limit for the Fiscal Year 2020-2021 has been calculated at $113,668,399. The Proceeds of Taxes amounted to $85,267,202. Therefore, the City of Compton is under its Maximum Appropriation Limit by $28,401,197. *(Please see "Attachment B" for calculations)*

The City's Appropriation (GANN) Limit for the Fiscal Year 2021-2022 has been calculated at $119,364,357. The Proceeds of Taxes amounted to $85,937,178. Therefore, the City of Compton is under its' Maximum Appropriation Limit by $33,427,179. *(Please see "Attachment C" for calculations)*

The City's Appropriation (GANN) Limit for the Fiscal Year 2022-2023 has been calculated at $127,464,900. The Proceeds of Taxes amounted to $93,642,186. Therefore, the City of Compton is under its' Maximum Appropriation Limit by $33,822,714. (*Please see "Attachment D" for calculations)*

The City's Appropriation (GANN) Limit for the Fiscal Year 2023-2024 has been calculated at $136,115,178. The Proceeds of Taxes amounted to $103,231,189. Therefore, the City of Compton is under its' Maximum Appropriation Limit by $32,883,989. (*Please see "Attachment E" for calculations)*

The City's Appropriation (GANN) Limit for the Fiscal Year 2024-2025 has been calculated at $142,338,718. The Proceeds of Taxes amounted to $116,737,300. Therefore, the City of Compton is under its' Maximum Appropriation Limit by $25,601,418. (*Please see "Attachment F" for calculations)*

As the calculations indicate, the City of Compton did not exceed its Appropriation Limit for Fiscal Years 2020-2021, 2021-2022, 2022-2023, 2023-2024 and 2024-2025, but was actually under the appropriation limit by $25,601,418, $28,401,197, $33,427,179, $33,822,714 and $32,883,989 respectively. This is compliant with Article XIII B of the California Constitution and Proposition III.

A resolution has been prepared by staff to conform with Article XIII B of the California Constitution and Proposition 111, whereby the City establishes its GANN Appropriation Limit for Fiscal Years 2020-2021, 2021-2022, 2022-2023, 2023-2024 and 2024-2025.

ALTERNATIVE

The City will not be compliant with the Appropriation Limit Law governed under the California Constitution if the GANN Appropriation Limit is not computed and monitored to ensure that the City is within the required limit.

FINANCIAL IMPACT

There is no financial impact.

RECOMMENDATION

Staff respectfully recommends that the City Council adopt the attached Resolution.

REGINALD J. SMITH
BUDGET OFFICER

APPROVED FOR FORWARDING:
WILLIE A. HOPKINS, JR.
CITY MANAGER

ATTACHMENTS

1. City of Compton Appropriation Limit Calculations FY 20/21 – FY 24/25
2. Department of Finance Price Factor and Population Information FY 20/21 – FY 24/25
3. HdL City of Compton Nonresidential New Construction GANN Limit FY 20/21 – FY 24/25

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION 25,981 AND APPROVING AND ADOPTING THE ANNUAL APPROPRIATION (GANN) LIMIT FOR FISCAL YEARS 2020-2021, 2021-2022, 2022-2023, 2023-2024 AND 2024-2025

WHEREAS, on February 20, 2024, the City Council adopted Resolution 25,981 authorizing the adoption of the annual appropriation (GANN) limit for fiscal years 2020-2021 through 2023-2024; and

WHEREAS, this Resolution rescinds Resolution No. 25,981, since the adoption of that resolution, the calculated figures have been revised and the updated appropriation limits must be adopted; and

WHEREAS, in order for the City of Compton to be compliant with the Appropriation Limit law pursuant to Article XIII B of the California Constitution and establish the maximum annual Appropriation (GANN) Limit for the City of Compton for Fiscal Years 2020-2021, 2021-2022, 2022-2023, 2023-2024 and 2024-2025; and

WHEREAS, in November of 1979, California voters approved Proposition 4 (Prop 4) commonly known as the GANN Initiative; and

WHEREAS, Prop 4 created Article XIII B of the State of California Constitution which placed limits on the amount of Tax Revenue Proceeds appropriated each fiscal year. Restricted revenues noted in Article XIII B are those referred to as "Proceeds of Taxes." The City may not appropriate money over and above the GANN Appropriation Limit; and

WHEREAS, the annual growth factors used in calculating the City's Appropriation Limit are as follows:

a) Factor 1- the calculation includes the percentage (%) change in the City of Compton Non-Residential New Construction (Assessed Valuation), or the (%) change in the California Per Capita Income. The greater (%) change is used. The County of Los Angeles-Office of the Assessor provided the Assessed Valuation information to the Cities, including the City of Compton based on the analysis of Proposition 111. The (%) change in California Per Capita Income was provided by the State Department of Finance.

b) Factor 2 - the calculation includes the percentage (%) change in population in the City of Compton, or the (%) change in Los Angeles County's population. The greater percentage was used. This population information was provided by the State Department of Finance.

c) Total Adjustment Factor = Factor 1 (x) Factor 2

d) Current Year's Appropriation Limit = Total Adjustment Factor (x) Previous Year's Appropriation Limit

WHEREAS, in accordance to the California Constitution Art XIII B §1.5, it is needed for the annual financial audit, and failure to provide this information during the annual audit may subject the City to an audit finding; and

WHEREAS, staff has prepared the City of Compton's Appropriation (GANN) Limit for Fiscal Years 2020-2021, 2021-2022, 2022-2023, 2023-2024 and 2024-2025 using Nonresidential New Cost reports provided by HDL Coren & Cone and attachments from the Department of Finance as information sources. *(Please see "Attachments B, C, D, E and F for references;* and

WHEREAS, the City's Appropriation (GANN) Limit for the Fiscal Year 2020-2021 has been calculated at $113,668,399. The Proceeds of Taxes amounted to

$85,267,202. Therefore, the City of Compton is under its Maximum Appropriation Limit by $28,401,197; and

WHEREAS, the City's Appropriation (GANN) Limit for the Fiscal Year 2021-2022 has been calculated at $119,364,357. The Proceeds of Taxes amounted to $85,937,178. Therefore, the City of Compton is under its Maximum Appropriation Limit by $33,427,179; and

WHEREAS, the City's Appropriation (GANN) Limit for the Fiscal Year 2022-2023 has been calculated at $127,464,900. The Proceeds of Taxes amounted to $93,642,186. Therefore, the City of Compton is under its Maximum Appropriation Limit by $33,822,714; and

WHEREAS, the City's Appropriation (GANN) Limit for the Fiscal Year 2023-2024 has been calculated at $136,115,178. The Proceeds of Taxes amounted to $103,231,189. Therefore, the City of Compton is under its Maximum Appropriation Limit by $32,883,989; and

WHEREAS, the City's Appropriation (GANN) Limit for the Fiscal Year 2024-2025 has been calculated at $142,338,718. The Proceeds of Taxes amounted to $116,737,300. Therefore, the City of Compton is under its Maximum Appropriation Limit by $25,601,418; and

WHEREAS, as the calculations indicate, the City of Compton did not exceed its Appropriation Limit for Fiscal Years 2020-2021, 2021-2022, 2022-2023, 2023-2024 and 2024-2025, but was actually under the appropriation limit by $25,601,418, $28,401,197, $33,427,179, $33,822,714 and $32,883,989 respectively. This is compliant with Article XIII B of the California Constitution and Proposition III; and

WHEREAS, a resolution has been prepared by staff to conform with Article XIII B of the California Constitution and Proposition III, whereby the City establishes its GANN Appropriation Limit for Fiscal Years 2020-2021, 2021-2022, 2022-2023, 2023-2024 and 2024-2025; and

WHEREAS, alternatively, the City will not be compliant with the Appropriation Limit law governed under the California Constitution if the GANN Appropriation Limit is not computed and monitored to ensure that the City is within the required limit; and

WHEREAS, there is no financial impact; and

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

Section 1. That Resolution 25,981, adopted by the City Council on February 20, 2024, is hereby rescinded.

Section 2. That the City's Appropriation (GANN) Limit for the City of Compton shall be the following:

- Fiscal Year 2020-2021- $113,668,399
- Fiscal Year 2021-2022- $119,364,357
- Fiscal Year 2022-2023- $127,464,900
- Fiscal Year 2023-2024- $136,115,178
- Fiscal Year 2024-2025- $142,338,718

Section 3. That the City of Compton's Appropriation Limit for Fiscal Years 2020-2021, 2021-2022, 2022-2023, 2023-2024 and 2024-2025 exceeds the Proceeds of Taxes in each Fiscal Year's Budget and is compliant with Article XIII B of the California Constitution and Proposition III and therefore, the City is under its Appropriation Limit.

Section 4. That the growth factors used in calculating the Appropriation (GANN) Limits are as follows:

- Fiscal Year 2020-2021- Percentage Change in Compton's Assessed Valuation Due to New Non-Residential Construction and the Percentage Change in the Los Angeles County Population.
- Fiscal Year 2021-2022- Percentage Change in Compton's Assessed Valuation Due to New Non-Residential Construction and Percentage Change in Compton's Population.
- Fiscal Year 2022-2023- Percentage Change in California Per Capita Income and the Percentage Change in the Los Angeles County Population.
- Fiscal Year 2023-2024- Percentage Change in Compton's Assessed Valuation Due to New Non-Residential Construction and Percentage Change in Compton's Population.
- Fiscal Year 2024-2025- Percentage Change in Compton's Assessed Valuation Due to New Non-Residential Construction and Percentage Change in Compton's Population.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, and City Clerk.

Section 6. 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:

_____
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, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held oh the _____ 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

CITY OF COMPTON
APPROPRIATIONS LIMIT CALCULATION
FISCAL YEAR 2020/2021

FY 2019/2020 Appropriations Limit	**$ 109,701,706**
Change in County Population*-0.11% **OR** Change in City Population growth* = -0.18%	-0.11%
Change in Non-Residential Assessed Valuation** = 0.60% **OR** Change in Per Capita Income* = 3.73%	3.73%
Cumulative Compound Change Factor (0.9989X 1.0373)	1.0361589
FY 2020/2021 Appropriations Limit	**$ 113,668,399**

SUMMARY

FY 2020/2021 Net Proceeds of Taxes Subject to the Limit	$ 85,267,202
Less: FY 2020/2021 Appropriation Limit	$ (113,668,399)
Budget Appropriation Over (Under) the Limit	**$ (28,401,197)**

*Number provided from Department of Finance
**Number provided from HDL

CITY OF COMPTON
APPROPRIATIONS LIMIT CALCULATION
FISCAL YEAR 2021/2022

FY 2020/2021 Appropriations Limit	**$ 113,668,399**
Change in County Population*-0.89% **OR** Change in City Population growth* = -0.68%	-0.68%
Change in Non-Residential Assessed Valuation** = 5.12% **OR** Change in Per Capita Income* = 5.73%	5.73%
Cumulative Compound Change Factor (0.9932 X 1.0573)	1.0501103
FY 2021/2022 Appropriations Limit	**$ 119,364,357**

SUMMARY

FY 2021/2022 Net Proceeds of Taxes Subject to the Limit	$ 85,937,178
Less: FY 2021/2022 Appropriation Limit	$ (119,364,357)
Budget Appropriation Over (Under) the Limit	**$ (33,427,179)**

*Number provided from Department of Finance
**Number provided from HDL

CITY OF COMPTON
APPROPRIATIONS LIMIT CALCULATION
FISCAL YEAR 2022/2023

FY 2021/2022 Appropriations Limit	**$ 119,364,357**
Change in County Population*-0.71% **OR** Change in City Population growth* = -1.08%	-0.71%
Change in Non-Residential Assessed Valuation** = 2.89% **OR** Change in Per Capita Income* = 7.55%	7.55%
Cumulative Compound Change Factor (0.9929 X 1.0755)	1.0678640
FY 2022/2023 Appropriations Limit	**$ 127,464,900**

SUMMARY

FY 2022/2023 Net Proceeds of Taxes Subject to the Limit	$ 93,642,186
Less: FY 2022/2023 Appropriation Limit	$ (127,464,900)
Budget Appropriation Over (Under) the Limit	**$ (33,822,714)**

*Number provided from Department of Finance
**Number provided from HDL

CITY OF COMPTON
APPROPRIATIONS LIMIT CALCULATION
FISCAL YEAR 2023/2024

FY 2022/2023 Appropriations Limit	**$ 127,464,900**
Change in County Population*-0.75% **OR** Change in City Population growth* = -0.61%	-0.61%
Change in Non-Residential Assessed Valuation** = 2.11% **OR** Change in Per Capita Income* = 4.44%	4.44%
Cumulative Compound Change Factor (0.9939 X 1.0444)	1.0678640
FY 2023/2024 Appropriations Limit	**$ 136,115,178**

SUMMARY

FY 2023/2024 Net Proceeds of Taxes Subject to the Limit	$ 103,231,189
Less: FY 2023/2024 Appropriation Limit	$ (136,115,178)
Budget Appropriation Over (Under) the Limit	**$ (32,883,989)**

*Number provided from Department of Finance
**Number provided from HDL

CITY OF COMPTON
APPROPRIATIONS LIMIT CALCULATION
FISCAL YEAR 2024/2025

FY 2023/2024 Appropriations Limit	$	136,115,178
Change in County Population*0.05% OR Change in City Population growth*= -0.37%		0.05%
Change in Non-Residential Assessed Valuation** = 4.52% OR Change in Per Capita Income* = 3.62%		4.52%
Cumulative Compound Change Factor (1.0005 X 1.0452)		1.0457226
FY 2024/2025 Appropriations Limit	$	142,338,718

SUMMARY

FY 2024/2025 Net Proceeds of Taxes Subject to the Limit	$	116,737,300
Less: FY 2024/2025 Appropriation Limit	$	(142,338,717.84)
Budget Appropriation Over (Under) the Limit	**$**	**(25,601,418)**

*Number provided from the Department of Finance
**Number provided from Hinderliter De Llamas & Association

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

GAVIN NEWSOM • GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2020

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2020, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2020-21. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2020-21 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2020.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data. Given the stay-at-home orders due to COVID-19, growth in the coming years may be substantially lower than recent trends.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s/ Keely Martin Bosler

KEELY MARTIN BOSLER
Director

Attachment

May 2020

Attachment A

A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2020-21 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2020-21	3.73

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2020-21 appropriation limit.

2020-21:

Per Capita Cost of Living Change = 3.73 percent
Population Change = 0.22 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.73 + 100}{100} = 1.0373$

Population converted to a ratio: $\frac{0.22 + 100}{100} = 1.0022$

Calculation of factor for FY 2020-21: $1.0373 \times 1.0022 = 1.0396$

Fiscal Year 2020-21

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019

County City	Percent Change 2019-2020	--- Population Minus Exclusions --- 1-1-19	 1-1-20	Total Population 1-1-2020
Los Angeles				
Agoura Hills	-0.27	20,622	20,566	20,566
Alhambra	0.00	86,793	86,792	86,792
Arcadia	-0.09	57,262	57,212	57,212
Artesia	-0.27	16,448	16,404	16,490
Avalon	-0.25	3,939	3,929	3,929
Azusa	0.24	49,537	49,658	49,658
Baldwin Park	-0.08	76,311	76,252	76,252
Bell	0.06	36,510	36,531	36,531
Bellflower	-0.16	78,239	78,110	78,110
Bell Gardens	-0.31	42,579	42,449	42,449
Beverly Hills	-0.45	33,926	33,775	33,775
Bradbury	-0.38	1,056	1,052	1,052
Burbank	0.35	105,496	105,861	105,861
Calabasas	0.03	24,185	24,193	24,193
Carson	-0.05	93,153	93,108	93,108
Cerritos	0.00	49,995	49,994	49,994
Claremont	-0.18	35,872	35,807	35,807
Commerce	-0.47	12,929	12,868	12,868
Compton	-0.18	98,206	98,032	98,032
Covina	0.33	48,683	48,846	48,846
Cudahy	-0.23	24,227	24,172	24,172
Culver City	0.54	39,493	39,705	39,705
Diamond Bar	-0.23	57,308	57,177	57,177
Downey	-0.29	113,863	113,529	113,529
Duarte	-0.04	21,681	21,673	21,673
El Monte	0.10	116,563	116,675	116,675
El Segundo	-0.21	16,812	16,777	16,777
Gardena	0.07	60,892	60,937	60,937
Glendale	0.22	204,883	205,331	205,331
Glendora	0.44	51,840	52,067	52,067
Hawaiian Gardens	-0.25	14,685	14,649	14,649
Hawthorne	-0.19	87,071	86,903	86,903
Hermosa Beach	-0.14	19,641	19,614	19,614
Hidden Hills	0.32	1,862	1,868	1,868
Huntington Park	-0.21	59,642	59,515	59,515
Industry	0.00	427	427	427
Inglewood	-0.33	112,345	111,971	111,971
Irwindale	-0.62	1,443	1,434	1,434

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019

County City	Percent Change 2019-2020	--- Population Minus Exclusions --- 1-1-19	 1-1-20	Total Population 1-1-2020
La Canada Flintridge	-0.18	20,497	20,461	20,461
La Habra Heights	-0.16	5,470	5,461	5,461
Lakewood	-0.31	80,168	79,919	79,919
La Mirada	-0.27	49,007	48,877	48,877
Lancaster	0.10	157,174	157,338	161,699
La Puente	0.09	40,532	40,568	40,568
La Verne	0.03	33,289	33,300	33,300
Lawndale	-0.24	32,879	32,799	32,799
Lomita	-0.32	20,614	20,549	20,549
Long Beach	-0.12	472,730	472,140	472,217
Los Angeles	-0.06	4,010,280	4,007,960	4,010,684
Lynwood	-0.39	71,549	71,269	71,269
Malibu	-0.54	11,784	11,720	11,720
Manhattan Beach	-0.48	35,419	35,250	35,250
Maywood	-0.30	27,988	27,904	27,904
Monrovia	-0.06	37,956	37,935	37,935
Montebello	-0.31	63,742	63,544	63,544
Monterey Park	-0.34	60,943	60,734	60,734
Norwalk	-0.21	105,087	104,862	105,717
Palmdale	-0.24	157,117	156,737	156,737
Palos Verdes Estates	-0.30	13,230	13,190	13,190
Paramount	-0.19	55,569	55,461	55,461
Pasadena	0.11	144,686	144,842	144,842
Pico Rivera	-0.03	63,390	63,374	63,374
Pomona	0.09	154,675	154,817	154,817
Rancho Palos Verdes	-0.26	41,821	41,714	41,731
Redondo Beach	-0.24	67,154	66,994	66,994
Rolling Hills	-0.32	1,880	1,874	1,874
Rolling Hills Estates	0.39	8,035	8,066	8,066
Rosemead	0.30	54,198	54,363	54,363
San Dimas	-0.28	34,042	33,945	33,945
San Fernando	1.65	24,798	25,207	25,207
San Gabriel	-0.22	40,194	40,104	40,104
San Marino	-0.14	13,106	13,087	13,087
Santa Clarita	0.10	221,703	221,932	221,932
Santa Fe Springs	-0.29	18,303	18,250	18,295
Santa Monica	-0.13	92,480	92,357	92,357
Sierra Madre	-0.25	10,843	10,816	10,816
Signal Hill	-0.27	11,744	11,712	11,712
South El Monte	1.98	20,792	21,204	21,204

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2020-21

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019

County City	Percent Change 2019-2020	--- Population Minus Exclusions --- 1-1-19	 1-1-20	Total Population 1-1-2020
South Gate	-0.21	97,211	97,003	97,003
South Pasadena	-0.26	25,524	25,458	25,458
Temple City	0.14	36,098	36,150	36,150
Torrance	-0.26	145,922	145,546	145,546
Vernon	-0.34	298	297	297
Walnut	-0.16	29,977	29,929	29,929
West Covina	-0.30	106,313	105,999	105,999
West Hollywood	-0.36	36,335	36,203	36,203
Westlake Village	-0.18	8,227	8,212	8,212
Whittier	-0.31	87,073	86,801	86,801
Unincorporated	-0.50	1,038,938	1,033,771	1,034,689
County Total	-0.11	10,175,203	10,163,868	10,172,951

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
State Capitol ▪ Room 1145 ▪ Sacramento CA ▪ 95814-4998 ▪ www.dof.ca.gov

May 2021

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2021, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2021-22. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2021-22 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

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The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2021.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data. Given the stay-at-home orders due to COVID-19, growth in the coming years may be substantially lower than recent trends.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER
Director
By:

/s/ Erika Li

Erika Li
Chief Deputy Director

Attachment

May 2021

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2021-22 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2021-22	5.73

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2021-22 appropriation limit.

2021-22:

Per Capita Cost of Living Change = 5.73 percent
Population Change = -0.46 percent

Per Capita Cost of Living converted to a ratio: $\frac{5.73 + 100}{100} = 1.0573$

Population converted to a ratio: $\frac{-0.46 + 100}{100} = 0.9954$

Calculation of factor for FY 2021-22: $1.0573 \times 0.9954 = 1.0524$

Fiscal Year 2021-22

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2020 to January 1, 2021 and Total Population, January 1, 2021

County City	Percent Change 2020-2021	--- Population Minus Exclusions --- 1-1-20	 1-1-21	Total Population 1-1-2021
Los Angeles				
Agoura Hills	-0.69	20,599	20,457	20,457
Alhambra	-0.38	86,588	86,258	86,258
Arcadia	-0.28	57,820	57,660	57,660
Artesia	-0.70	16,514	16,398	16,484
Avalon	-0.80	4,005	3,973	3,973
Azusa	-0.44	49,805	49,587	49,587
Baldwin Park	-0.59	76,388	75,935	75,935
Bell	-0.43	36,475	36,319	36,319
Bellflower	-0.58	77,909	77,458	77,458
Bell Gardens	-0.67	42,518	42,233	42,233
Beverly Hills	-0.78	33,660	33,399	33,399
Bradbury	-1.04	1,056	1,045	1,045
Burbank	-0.54	104,535	103,969	103,969
Calabasas	0.76	24,157	24,341	24,341
Carson	-0.49	92,121	91,668	91,668
Cerritos	-0.43	50,262	50,048	50,048
Claremont	-0.47	35,877	35,707	35,707
Commerce	-0.74	12,888	12,792	12,792
Compton	-0.68	98,447	97,775	97,775
Covina	-0.13	48,899	48,833	48,833
Cudahy	-0.78	23,937	23,750	23,750
Culver City	0.05	39,785	39,805	39,805
Diamond Bar	-0.65	57,088	56,717	56,717
Downey	-0.68	112,186	111,425	111,425
Duarte	-0.34	21,531	21,457	21,457
El Monte	-0.35	116,876	116,465	116,465
El Segundo	-0.53	16,749	16,660	16,660
Gardena	-0.64	60,732	60,344	60,344
Glendale	-0.27	204,392	203,834	203,834
Glendora	-0.65	51,879	51,540	51,540
Hawaiian Gardens	-0.71	14,571	14,467	14,467
Hawthorne	-0.65	87,571	86,999	86,999
Hermosa Beach	-0.77	19,601	19,451	19,451
Hidden Hills	0.63	1,901	1,913	1,913
Huntington Park	-0.67	59,337	58,937	58,937
Industry	-0.23	428	427	427
Inglewood	-0.69	110,925	110,159	110,159
Irwindale	-0.07	1,442	1,441	1,441

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2020 to January 1, 2021 and Total Population, January 1, 2021

County City	Percent Change 2020-2021	--- Population Minus Exclusions --- 1-1-20	 1-1-21	Total Population 1-1-2021
La Canada Flintridge	-0.78	20,352	20,194	20,194
La Habra Heights	-0.33	5,469	5,451	5,451
Lakewood	-0.67	80,757	80,218	80,218
La Mirada	-0.65	48,947	48,631	48,631
Lancaster	-0.12	157,696	157,504	161,372
La Puente	-0.67	40,358	40,087	40,087
La Verne	-0.69	33,313	33,084	33,084
Lawndale	-0.50	32,873	32,710	32,710
Lomita	-0.73	20,582	20,431	20,431
Long Beach	-0.91	471,975	467,684	467,730
Los Angeles	-1.29	3,973,512	3,922,113	3,923,341
Lynwood	-2.13	71,399	69,880	69,880
Malibu	-0.61	11,608	11,537	11,537
Manhattan Beach	-0.67	35,294	35,058	35,058
Maywood	-0.60	27,837	27,670	27,670
Monrovia	1.36	37,964	38,479	38,479
Montebello	-0.55	63,264	62,914	62,914
Monterey Park	-0.70	60,808	60,380	60,380
Norwalk	-0.62	105,207	104,554	105,393
Palmdale	-0.53	156,910	156,074	156,074
Palos Verdes Estates	-0.68	13,377	13,286	13,286
Paramount	-0.66	55,566	55,200	55,200
Pasadena	0.17	145,061	145,306	145,306
Pico Rivera	-0.59	63,530	63,157	63,157
Pomona	-1.74	153,992	151,319	151,319
Rancho Palos Verdes	-0.70	41,835	41,541	41,541
Redondo Beach	-0.62	66,900	66,484	66,484
Rolling Hills	-0.59	1,877	1,866	1,866
Rolling Hills Estates	0.15	8,086	8,098	8,098
Rosemead	-0.44	54,471	54,229	54,229
San Dimas	-0.65	34,226	34,003	34,003
San Fernando	0.05	24,742	24,754	24,754
San Gabriel	-0.46	40,129	39,945	39,945
San Marino	-0.36	13,008	12,961	12,961
Santa Clarita	0.21	221,106	221,572	221,572
Santa Fe Springs	-0.74	18,219	18,084	18,129
Santa Monica	-0.03	92,995	92,968	92,968
Sierra Madre	-0.68	10,728	10,655	10,655
Signal Hill	-0.67	11,695	11,617	11,617
South El Monte	0.21	21,252	21,296	21,296

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2021-22

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2020 to January 1, 2021 and Total Population, January 1, 2021

County City	Percent Change 2020-2021	--- Population Minus Exclusions --- 1-1-20	 1-1-21	Total Population 1-1-2021
South Gate	0.42	96,147	96,553	96,553
South Pasadena	-0.72	25,853	25,668	25,668
Temple City	-0.32	36,343	36,225	36,225
Torrance	-0.65	145,783	144,832	144,832
Vernon	-0.67	297	295	295
Walnut	-0.60	30,015	29,835	29,835
West Covina	-0.58	106,209	105,593	105,593
West Hollywood	-0.60	36,344	36,125	36,125
Westlake Village	-0.74	8,241	8,180	8,180
Whittier	-0.34	86,487	86,196	86,196
Unincorporated	-1.14	1,035,457	1,023,632	1,024,204
County Total	-0.89	10,127,550	10,037,774	10,044,458

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 2022

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2022, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2022-23. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2022-23 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2022.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2022-23 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2022-23	7.55

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2022-23 appropriation limit.

2022-23:

Per Capita Cost of Living Change = 7.55 percent
Population Change = -0.30 percent

Per Capita Cost of Living converted to a ratio: $\frac{7.55 + 100}{100} = 1.0755$

Population converted to a ratio: $\frac{-0.30 + 100}{100} = 0.997$

Calculation of factor for FY 2022-23: $1.0755 \times 0.997 = 1.0723$

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022

County City	Percent Change 2021-2022	--- Population Minus Exclusions --- 1-1-21	 1-1-22	Total Population 1-1-2022
Los Angeles				
Agoura Hills	-1.02	19,975	19,771	19,771
Alhambra	-0.42	82,182	81,834	81,834
Arcadia	-0.54	56,240	55,934	55,934
Artesia	-0.74	16,261	16,140	16,226
Avalon	-0.99	3,428	3,394	3,394
Azusa	-0.97	50,191	49,704	49,704
Baldwin Park	-0.84	71,455	70,855	70,855
Bell	-1.00	33,962	33,624	33,624
Bellflower	-0.96	78,107	77,359	77,359
Bell Gardens	-1.03	39,265	38,861	38,861
Beverly Hills	-0.92	32,565	32,265	32,265
Bradbury	-1.09	914	904	904
Burbank	-0.77	106,268	105,451	105,451
Calabasas	-0.97	23,151	22,926	22,926
Carson	-0.59	92,912	92,362	92,362
Cerritos	-1.08	49,163	48,634	48,634
Claremont	-0.78	37,364	37,072	37,072
Commerce	-1.08	12,273	12,140	12,140
Compton	-1.08	95,261	94,233	94,233
Covina	-0.95	50,933	50,449	50,449
Cudahy	-0.92	22,526	22,318	22,318
Culver City	-0.48	40,330	40,135	40,135
Diamond Bar	-1.06	54,782	54,204	54,204
Downey	-0.83	113,525	112,584	112,584
Duarte	-1.00	21,473	21,258	21,258
El Monte	-0.94	108,728	107,706	107,706
El Segundo	-0.93	17,244	17,084	17,084
Gardena	-0.72	60,382	59,947	59,947
Glendale	-0.77	194,618	193,116	193,116
Glendora	-0.95	52,316	51,821	51,821
Hawaiian Gardens	-0.99	13,755	13,619	13,619
Hawthorne	-1.00	87,722	86,841	86,841
Hermosa Beach	-1.09	19,382	19,171	19,171
Hidden Hills	0.12	1,736	1,738	1,738
Huntington Park	-1.06	54,519	53,942	53,942
Industry	-0.45	440	438	438
Inglewood	-0.62	107,143	106,481	106,481
Irwindale	0.54	1,482	1,490	1,490

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2022-23

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022

County City	Percent Change 2021-2022	--- Population Minus Exclusions --- 1-1-21	 1-1-22	Total Population 1-1-2022
La Canada Flintridge	-1.03	20,291	20,081	20,081
La Habra Heights	-1.08	5,655	5,594	5,594
Lakewood	-0.99	81,681	80,876	80,876
La Mirada	-0.77	49,074	48,696	48,696
Lancaster	-0.62	172,298	171,234	175,164
La Puente	-0.10	37,626	37,587	37,587
La Verne	-0.93	32,608	32,304	32,304
Lawndale	-1.07	31,638	31,301	31,301
Lomita	-1.05	20,851	20,633	20,633
Long Beach	0.20	459,711	460,636	460,682
Los Angeles	-0.88	3,851,093	3,817,053	3,819,538
Lynwood	-0.80	67,260	66,723	66,723
Malibu	-0.49	10,739	10,686	10,686
Manhattan Beach	-1.29	35,357	34,902	34,902
Maywood	-0.87	25,033	24,814	24,814
Monrovia	-0.65	37,809	37,563	37,563
Montebello	-0.90	62,180	61,622	61,622
Monterey Park	-1.00	60,814	60,207	60,207
Norwalk	-0.56	101,517	100,946	101,645
Palmdale	-0.89	168,895	167,398	167,398
Palos Verdes Estates	-1.04	13,116	12,980	12,980
Paramount	-1.00	53,009	52,477	52,477
Pasadena	-0.52	139,029	138,310	138,310
Pico Rivera	-0.62	61,827	61,442	61,442
Pomona	0.60	148,879	149,766	149,766
Rancho Palos Verdes	-0.98	41,861	41,451	41,468
Redondo Beach	-1.10	69,742	68,972	68,972
Rolling Hills	-1.12	1,703	1,684	1,684
Rolling Hills Estates	0.07	8,283	8,289	8,289
Rosemead	-0.61	50,823	50,511	50,511
San Dimas	-0.86	34,651	34,352	34,352
San Fernando	0.00	23,520	23,519	23,519
San Gabriel	-1.03	39,250	38,845	38,845
San Marino	-0.62	12,334	12,257	12,257
Santa Clarita	0.33	228,084	228,835	228,835
Santa Fe Springs	1.05	18,523	18,718	18,763
Santa Monica	-0.89	93,242	92,408	92,408
Sierra Madre	-0.86	10,959	10,865	10,865
Signal Hill	-0.90	11,702	11,597	11,597
South El Monte	0.70	19,532	19,668	19,668

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2022-23

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022

County City	Percent Change 2021-2022	--- Population Minus Exclusions --- 1-1-21	 1-1-22	Total Population 1-1-2022
South Gate	0.51	92,783	93,259	93,259
South Pasadena	-1.00	26,849	26,580	26,580
Temple City	-0.64	36,497	36,262	36,262
Torrance	-0.99	145,876	144,433	144,433
Vernon	-0.95	210	208	208
Walnut	-0.88	28,344	28,094	28,094
West Covina	-0.96	109,290	108,243	108,243
West Hollywood	-0.43	35,553	35,399	35,399
Westlake Village	-0.96	8,121	8,043	8,043
Whittier	0.05	87,886	87,931	87,931
Unincorporated	-0.67	1,016,054	1,009,225	1,009,857
County Total	-0.71	9,923,635	9,853,284	9,861,224

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom • Governor
1021 O Street, Suite 3110 • Sacramento CA 95814 • www.dof.ca.gov

May 2023

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2023, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2023-24. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2023-24 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
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Population Certification
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Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE SPEPHENSHAW
Director
By:

Erika Li
Chief Deputy Director

Attachment

May 2023

Attachment A

A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2023-24 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2023-24	4.44

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2023-24 appropriation limit.

2023-24:

Per Capita Cost of Living Change = 4.44 percent
Population Change = -0.35 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.44 + 100}{100} = 1.0444$

Population converted to a ratio: $\frac{-0.35 + 100}{100} = 0.9965$

Calculation of factor for FY 2023-24: $1.0444 \times 0.9965 = 1.0407$

Fiscal Year 2023-24

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2022 to January 1, 2023 and Total Population, January 1, 2023

County City	Percent Change 2022-2023	--- Population Minus Exclusions --- 1-1-22	 1-1-23	Total Population 1-1-2023
Los Angeles				
Agoura Hills	-0.03	19,776	19,770	19,770
Alhambra	-0.37	81,609	81,303	81,303
Arcadia	-0.74	55,918	55,503	55,503
Artesia	-0.82	16,139	16,007	16,093
Avalon	-1.03	3,386	3,351	3,351
Azusa	0.06	49,453	49,483	49,483
Baldwin Park	-0.63	70,815	70,368	70,368
Bell	-0.72	33,612	33,370	33,370
Bellflower	-0.92	77,638	76,924	76,924
Bell Gardens	-0.84	38,774	38,447	38,447
Beverly Hills	-0.90	31,945	31,658	31,658
Bradbury	0.34	886	889	889
Burbank	-0.42	104,976	104,535	104,535
Calabasas	-0.99	23,037	22,808	22,808
Carson	-0.60	92,746	92,186	92,186
Cerritos	-1.06	48,402	47,887	47,887
Claremont	-0.74	37,034	36,759	36,759
Commerce	-1.04	12,163	12,036	12,036
Compton	-0.61	94,294	93,719	93,719
Covina	-0.67	50,690	50,350	50,350
Cudahy	-0.52	22,386	22,270	22,270
Culver City	-0.73	39,972	39,682	39,682
Diamond Bar	-1.03	53,935	53,381	53,381
Downey	-0.73	112,078	111,261	111,261
Duarte	6.60	21,384	22,796	22,796
El Monte	-0.84	107,279	106,377	106,377
El Segundo	-0.67	17,042	16,928	16,928
Gardena	-0.47	60,090	59,809	59,809
Glendale	-0.82	192,870	191,284	191,284
Glendora	-0.80	51,571	51,159	51,159
Hawaiian Gardens	-0.94	13,675	13,546	13,546
Hawthorne	-0.96	86,535	85,702	85,702
Hermosa Beach	-0.98	19,206	19,018	19,018
Hidden Hills	-0.80	1,745	1,731	1,731
Huntington Park	-0.93	53,783	53,281	53,281
Industry	-0.23	428	427	427
Inglewood	-0.64	106,928	106,248	106,248
Irwindale	-0.87	1,496	1,483	1,483

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2022 to January 1, 2023 and Total Population, January 1, 2023

County City	Percent Change 2022-2023	--- Population Minus Exclusions --- 1-1-22	 1-1-23	Total Population 1-1-2023
La Canada Flintridge	-0.65	20,060	19,930	19,930
La Habra Heights	-1.06	5,564	5,505	5,505
Lakewood	-0.92	80,900	80,154	80,154
La Mirada	-1.00	48,384	47,899	47,899
Lancaster	-0.54	170,660	169,742	173,376
La Puente	-0.63	37,594	37,356	37,356
La Verne	-0.89	32,344	32,056	32,056
Lawndale	-0.93	31,171	30,882	30,882
Lomita	-1.02	20,300	20,092	20,092
Long Beach	-0.44	460,199	458,168	458,222
Los Angeles	-0.97	3,800,240	3,763,328	3,766,109
Lynwood	-0.55	66,595	66,228	66,228
Malibu	-0.21	10,534	10,512	10,512
Manhattan Beach	-1.24	34,713	34,284	34,284
Maywood	-0.94	24,779	24,546	24,546
Monrovia	-0.62	37,772	37,539	37,539
Montebello	-0.26	61,804	61,645	61,645
Monterey Park	-0.90	59,824	59,288	59,288
Norwalk	-0.71	101,116	100,399	101,153
Palmdale	-0.66	167,015	165,917	165,917
Palos Verdes Estates	-0.90	13,052	12,935	12,935
Paramount	-0.72	52,557	52,178	52,178
Pasadena	-0.60	137,814	136,988	136,988
Pico Rivera	-0.77	61,446	60,975	60,975
Pomona	-0.12	149,908	149,721	149,721
Rancho Palos Verdes	-1.02	41,434	41,013	41,030
Redondo Beach	-0.97	69,078	68,407	68,407
Rolling Hills	-1.13	1,688	1,669	1,669
Rolling Hills Estates	-0.40	8,480	8,446	8,446
Rosemead	-0.17	50,109	50,022	50,022
San Dimas	-0.95	34,407	34,079	34,079
San Fernando	-0.20	23,533	23,487	23,487
San Gabriel	-0.58	38,690	38,466	38,466
San Marino	-0.62	12,282	12,206	12,206
Santa Clarita	0.71	229,039	230,659	230,659
Santa Fe Springs	-0.88	18,689	18,525	18,570
Santa Monica	-0.02	91,739	91,720	91,720
Sierra Madre	-0.81	10,909	10,821	10,821
Signal Hill	-0.84	11,528	11,431	11,431
South El Monte	-0.85	19,627	19,461	19,461

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2022 to January 1, 2023 and Total Population, January 1, 2023

County City	Percent Change 2022-2023	--- Population Minus Exclusions --- 1-1-22	 1-1-23	Total Population 1-1-2023
South Gate	-0.78	93,355	92,628	92,628
South Pasadena	-0.59	26,428	26,273	26,273
Temple City	-0.55	36,010	35,813	35,813
Torrance	-0.88	144,327	143,057	143,057
Vernon	-0.97	207	205	205
Walnut	-0.61	27,721	27,553	27,553
West Covina	0.23	107,642	107,893	107,893
West Hollywood	-0.39	34,930	34,793	34,793
Westlake Village	-1.12	8,009	7,919	7,919
Whittier	-0.47	87,707	87,291	87,291
Unincorporated	-0.95	1,006,954	997,407	997,999
County Total	-0.75	9,826,563	9,753,247	9,761,210

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

April 30, 2024

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2024, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2024-25. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2024-25 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2024.** Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Richard Gillihan

RICHARD GILLIHAN
Chief Operating Officer

Attachment

May 2024

Attachment A

A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2024-25 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2024-25	3.62

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2024-25 appropriation limit.

2024-25:

Per Capita Cost of Living Change = 3.62 percent
Population Change = 0.17 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.62 + 100}{100} = 1.0362$

Population converted to a ratio: $\frac{0.17 + 100}{100} = 1.0017$

Calculation of factor for FY 2024-25: $1.0362 \times 1.0017 = 1.0379$

Fiscal Year 2024-25

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2023 to January 1, 2024 and Total Population, January 1, 2024

County City	Percent Change 23-24	--- Population Minus Exclusions --- 1-1-23	 1-1-24	Total Population 1-1-24
Los Angeles				
Agoura Hills	-0.44	19,928	19,841	19,841
Alhambra	0.05	81,753	81,790	81,811
Arcadia	-0.13	55,855	55,783	55,783
Artesia	-0.21	16,053	16,019	16,019
Avalon	-0.57	3,332	3,313	3,313
Azusa	-0.35	49,595	49,420	49,420
Baldwin Park	-0.06	70,700	70,660	70,660
Bell	-0.34	33,414	33,301	33,301
Bellflower	-0.03	77,014	76,990	76,990
Bell Gardens	-0.49	38,569	38,381	38,381
Beverly Hills	-0.45	31,950	31,806	31,806
Bradbury	-0.77	905	898	898
Burbank	0.11	105,484	105,603	105,603
Calabasas	-0.50	22,857	22,742	22,742
Carson	-0.52	92,399	91,920	91,924
Cerritos	-0.53	48,063	47,806	47,806
Claremont	0.03	37,673	37,686	37,686
Commerce	0.57	12,055	12,124	12,124
Compton	-0.37	94,016	93,671	93,671
Covina	0.19	50,390	50,485	50,485
Cudahy	-0.52	22,327	22,210	22,210
Culver City	0.89	39,859	40,213	40,213
Diamond Bar	-0.43	53,566	53,335	53,335
Downey	-0.15	111,656	111,493	111,493
Duarte	3.04	22,958	23,656	23,656
El Monte	0.08	106,649	106,738	106,786
El Segundo	-0.08	16,953	16,939	16,964
Gardena	0.22	59,896	60,028	60,028
Glendale	-0.25	192,072	191,586	191,586
Glendora	-0.32	51,374	51,209	51,209
Hawaiian Gardens	-0.29	13,600	13,560	13,560
Hawthorne	-0.37	85,886	85,566	85,566
Hermosa Beach	-0.42	19,169	19,088	19,088
Hidden Hills	0.17	1,724	1,727	1,727
Huntington Park	-0.31	53,374	53,209	53,219
Industry	-0.23	427	426	426
Inglewood	-0.53	106,628	106,065	106,065
Irwindale	0.74	1,488	1,499	1,499

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2023 to January 1, 2024 and Total Population, January 1, 2024

County City	Percent Change 23-24	--- Population Minus Exclusions --- 1-1-23	 1-1-24	Total Population 1-1-24
La Canada Flintridge	-0.20	20,089	20,048	20,048
La Habra Heights	-0.45	5,513	5,488	5,488
Lakewood	-0.25	80,365	80,162	80,162
La Mirada	-0.40	48,271	48,077	48,077
Lancaster	-0.10	169,939	169,776	172,631
La Puente	-0.19	37,530	37,459	37,459
La Verne	0.06	31,678	31,697	31,697
Lawndale	-0.55	31,026	30,855	30,855
Lomita	-0.38	20,397	20,320	20,320
Long Beach	-0.18	459,315	458,498	458,813
Los Angeles	0.27	3,800,438	3,810,548	3,814,318
Lynwood	-0.23	66,424	66,271	66,271
Malibu	-0.18	10,640	10,621	10,621
Manhattan Beach	-0.50	34,367	34,195	34,195
Maywood	-0.49	24,572	24,451	24,451
Monrovia	1.39	37,563	38,087	38,087
Montebello	0.32	61,730	61,930	61,930
Monterey Park	-0.42	59,592	59,340	59,347
Norwalk	-0.39	100,732	100,341	101,172
Palmdale	-0.02	166,089	166,055	166,055
Palos Verdes Estates	-0.44	13,031	12,974	12,974
Paramount	-0.34	52,331	52,153	52,153
Pasadena	1.09	138,187	139,692	139,692
Pico Rivera	-0.32	61,014	60,820	60,820
Pomona	0.68	151,132	152,166	152,166
Rancho Palos Verdes	-0.50	41,106	40,902	40,919
Redondo Beach	-0.27	68,424	68,239	68,239
Rolling Hills	-0.53	1,686	1,677	1,677
Rolling Hills Estates	0.46	8,495	8,534	8,534
Rosemead	0.08	50,503	50,541	50,541
San Dimas	-0.31	34,027	33,920	33,920
San Fernando	0.04	23,633	23,643	23,643
San Gabriel	-0.09	38,648	38,613	38,613
San Marino	0.23	12,350	12,379	12,379
Santa Clarita	-0.27	231,045	230,428	230,428
Santa Fe Springs	-0.34	18,574	18,511	18,640
Santa Monica	0.34	92,598	92,912	92,912
Sierra Madre	-0.15	10,925	10,909	10,909
Signal Hill	-0.35	11,488	11,448	11,448
South El Monte	-0.21	19,482	19,441	19,441

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2024-25

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2023 to January 1, 2024 and Total Population, January 1, 2024

County City	Percent Change 23-24	--- Population Minus Exclusions --- 1-1-23	 1-1-24	Total Population 1-1-24
South Gate	0.03	92,701	92,729	92,729
South Pasadena	-0.37	26,367	26,270	26,270
Temple City	-0.18	36,040	35,975	35,975
Torrance	-0.36	143,433	142,910	142,910
Vernon	-0.49	206	205	205
Walnut	-0.10	27,896	27,867	27,867
West Covina	0.65	108,404	109,105	109,105
West Hollywood	-0.44	35,229	35,075	35,075
Westlake Village	-0.45	7,938	7,902	7,902
Whittier	0.22	87,333	87,527	87,527
Unincorporated	-0.19	998,818	996,956	997,587
County Total	0.05	9,810,925	9,815,428	9,824,091

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

HdL Coren & Cone

THE CITY OF COMPTON

NONRESIDENTIAL NEW CONSTRUCTION

2018/19 TO 2019/20 TAX YEARS - IN PARCEL NUMBER ORDER

FOR USE IN CALCULATING 2020/21 GANN LIMIT

Parcel	Use Category	Owner	Prior Year Improvements	Current Year Improvements	Percent Change
6146-013-027	Commercial	Saint John S Well Child And Family Cent	590,808	612,624	+ 3.7%
6147-006-006	Industrial	Petersen Walter D Cotrustee Et Al W Anc	286,285	389,008	+ 35.9%
6147-006-019	Industrial	Petersen Walter D Cotrustee Et Al W Anc	130,535	191,359	+ 46.6%
6147-027-006	Commercial	Tran Duc Cotrustee Mdrll Trust	99,028	550,000	+ 455.4%
6150-035-021	Industrial	Alfaro Armando	0	6,350	+ 99,999.9%
6156-005-002	Commercial	Guanda Llc	2,142,000	2,244,000	+ 4.8%
6157-017-055	Commercial	Jbr Enterprise Llc	145,656	282,780	+ 94.1%
6163-001-021	Commercial	Mclaurin Joyce L Trust Joyce L Mclaurin	182	12,835	+ 6,952.2%
6164-003-026	Commercial	Vigil Manuel A Deceased Estate Of	112,254	126,484	+ 12.7%
6164-003-028	Industrial	Sierra Cheese Manufacturing Company I	545,948	818,382	+ 49.9%
6166-019-042	Commercial	Seletos Thomas	22,503	74,284	+ 230.1%
6169-021-018	Industrial	424 Weber Llc	141,826	148,827	+ 4.9%
6169-021-020	Industrial	424 Weber Llc	6,746	105,437	+ 1,463.0%
6169-023-018	Commercial	Ramirez Ruben And Alicia Trust Ramirez	0	11,068	+ 99,999.9%
6169-030-001	Industrial	Demenno Kerdoon	10,304,334	10,680,584	+ 3.7%
6178-020-031	Commercial	German Dowell Enterprises Inc	1,020	6,226	+ 510.4%
6184-015-029	Commercial	Rahma Investments Llc	341,537	510,000	+ 49.3%
6185-013-059	Commercial	Vasquez Aldo Cesar	140,692	153,527	+ 9.1%
7318-002-035	Industrial	Fgi Properties Llc	3,646,602	3,946,133	+ 8.2%
7318-002-077	Industrial	Tytrade Llc	1,855,879	2,051,761	+ 10.6%
7318-004-011	Commercial	Santa Fe Trust 2100	506,691	526,904	+ 4.0%
7318-004-020	Industrial	Kawabata American Inc	1,832,535	1,976,090	+ 7.8%
7319-034-019	Industrial	Ma Stephen Et Al	824,639	972,774	+ 18.0%
7319-034-025	Industrial	Rancho Dominguez Equity Llc	3,243,222	3,522,824	+ 8.6%
24 Parcels Listed			**26,920,922**	**29,920,261**	**+ 11.1%**

This calculation reflects the 2019/20 increase in taxable values for this city due to non-residential new construction as a percentage of the total taxable value **Increase** (as of the 2019/20 lien year roll date). This percentage may be used as an alternative to the change in California per-capita personal income for calculating a taxing agency's annual adjustment of its Appropriation Limit pursuant to Article XIIIB of the State Constitution as Amended by Proposition 111 in June, 1990.

Total Change in Non-Residential Valuation Due to New Development	2,999,339
Less Automatic 2.000% Assessors's Inflation Adjustment	-538,418
Actual Change in Non-Residential Valuation	2,460,921
Change in Total Assessed Value	410,820,986
= Alternate 2020/21 Appropriations Limit Factor	**0.60%**

Includes taxable primary parcels with known nonresidential use codes, no prior lien year transfers, and improvement value increases greater than 2.0%
Change in Total Assessed Value is the assessed value change of the locally assessed secured and unsecured tax rolls.

Data Source: Los Angeles County Assessor 2019/20 Secured Tax Rolls

Prepared On 6/18/2024 By PC

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

GAVIN NEWSOM • GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2020

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2020, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2020-21. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2020-21 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2020.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data. Given the stay-at-home orders due to COVID-19, growth in the coming years may be substantially lower than recent trends.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s/ Keely Martin Bosler

KEELY MARTIN BOSLER
Director

Attachment

Fiscal Year 2020-21

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019

County City	Percent Change 2019-2020	--- Population Minus Exclusions --- 1-1-19	 1-1-20	Total Population 1-1-2020
Los Angeles				
Agoura Hills	-0.27	20,622	20,566	20,566
Alhambra	0.00	86,793	86,792	86,792
Arcadia	-0.09	57,262	57,212	57,212
Artesia	-0.27	16,448	16,404	16,490
Avalon	-0.25	3,939	3,929	3,929
Azusa	0.24	49,537	49,658	49,658
Baldwin Park	-0.08	76,311	76,252	76,252
Bell	0.06	36,510	36,531	36,531
Bellflower	-0.16	78,239	78,110	78,110
Bell Gardens	-0.31	42,579	42,449	42,449
Beverly Hills	-0.45	33,926	33,775	33,775
Bradbury	-0.38	1,056	1,052	1,052
Burbank	0.35	105,496	105,861	105,861
Calabasas	0.03	24,185	24,193	24,193
Carson	-0.05	93,153	93,108	93,108
Cerritos	0.00	49,995	49,994	49,994
Claremont	-0.18	35,872	35,807	35,807
Commerce	-0.47	12,929	12,868	12,868
Compton	-0.18	98,206	98,032	98,032
Covina	0.33	48,683	48,846	48,846
Cudahy	-0.23	24,227	24,172	24,172
Culver City	0.54	39,493	39,705	39,705
Diamond Bar	-0.23	57,308	57,177	57,177
Downey	-0.29	113,863	113,529	113,529
Duarte	-0.04	21,681	21,673	21,673
El Monte	0.10	116,563	116,675	116,675
El Segundo	-0.21	16,812	16,777	16,777
Gardena	0.07	60,892	60,937	60,937
Glendale	0.22	204,883	205,331	205,331
Glendora	0.44	51,840	52,067	52,067
Hawaiian Gardens	-0.25	14,685	14,649	14,649
Hawthorne	-0.19	87,071	86,903	86,903
Hermosa Beach	-0.14	19,641	19,614	19,614
Hidden Hills	0.32	1,862	1,868	1,868
Huntington Park	-0.21	59,642	59,515	59,515
Industry	0.00	427	427	427
Inglewood	-0.33	112,345	111,971	111,971
Irwindale	-0.62	1,443	1,434	1,434

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019

County City	Percent Change 2019-2020	--- Population Minus Exclusions --- 1-1-19	 1-1-20	Total Population 1-1-2020
South Gate	-0.21	97,211	97,003	97,003
South Pasadena	-0.26	25,524	25,458	25,458
Temple City	0.14	36,098	36,150	36,150
Torrance	-0.26	145,922	145,546	145,546
Vernon	-0.34	298	297	297
Walnut	-0.16	29,977	29,929	29,929
West Covina	-0.30	106,313	105,999	105,999
West Hollywood	-0.36	36,335	36,203	36,203
Westlake Village	-0.18	8,227	8,212	8,212
Whittier	-0.31	87,073	86,801	86,801
Unincorporated	-0.50	1,038,938	1,033,771	1,034,689
County Total	-0.11	10,175,203	10,163,868	10,172,951

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

HdL Coren & Cone

THE CITY OF COMPTON

NONRESIDENTIAL NEW CONSTRUCTION

2019/20 TO 2020/21 TAX YEARS - IN PARCEL NUMBER ORDER

FOR USE IN CALCULATING 2021/22 GANN LIMIT

Parcel	Use Category	Owner	Prior Year Improvements	Current Year Improvements	Percent Change
6134-020-078	Industrial	Inland Empire Holdco Llc	1,692,548	1,923,782	+ 13.7%
6134-020-080	Commercial	South Bay Contractors	2,562,785	2,813,380	+ 9.8%
6134-020-100	Industrial	Goodman Compton Spe Llc	10,505,959	11,666,177	+ 11.0%
6134-021-015	Industrial	La Brickyard Llc	34,447,642	36,120,282	+ 4.9%
6144-022-015	Commercial	Unlimited Zone Corporation	334,545	536,377	+ 60.3%
6147-006-023	Industrial	Wire Storage Compton Lp	1,899,240	10,338,500	+ 444.3%
6151-010-068	Institutional	Sticks Holdings Llc	20,808	56,597	+ 172.0%
6153-005-026	Commercial	Ramirez Joanna And Castellon Daniel	50,548	145,656	+ 188.2%
6153-014-030	Commercial	527-531 W Rosecrans Avenue Llc	625,280	793,845	+ 27.0%
6157-017-087	Commercial	Mason Homer	270,504	832,320	+ 207.7%
6163-016-018	Commercial	Ruiz Jorge A	73,542	145,812	+ 98.3%
6163-018-056	Institutional	Movimiento Misionero Mundial Inc	146,260	165,421	+ 13.1%
6164-002-024	Industrial	Clarke Sarah A	0	334,420	+ 99,999.9%
6164-010-023	Commercial	Edwards Lois	120,879	159,120	+ 31.6%
6166-016-003	Commercial	Dang Kenny C And Ha Binh	346,745	368,244	+ 6.2%
6167-034-030	Commercial	Archland Property Ii Lp	696,486	726,021	+ 4.2%
6169-028-003	Industrial	Yoon Kyung B	124,948	218,262	+ 74.7%
6176-014-034	Commercial	Park John And Grace J Trust Park Famil	281,046	309,066	+ 10.0%
6177-004-012	Commercial	Walmart Real Estate Business Trust	3,330,214	9,721,617	+ 191.9%
6178-006-031	Commercial	Moon Young Soon Trust Young Soon Mo	68,940	239,026	+ 246.7%
6178-025-026	Commercial	Harvey Frank Iii Cotrustee Frank And Kri	0	432,000	+ 99,999.9%
6179-002-020	Commercial	Marquez Rolando And Elida	213,872	253,868	+ 18.7%
6179-006-024	Institutional	Nelson Glenorce And Mary E	247,641	300,347	+ 21.3%
6179-026-040	Commercial	C And S Property Investment Corporatio	4,274,074	4,415,655	+ 3.3%
6179-027-029	Commercial	Lb 457 Llc	1,077,391	1,629,542	+ 51.2%
6180-006-013	Commercial	Lee Jae H And Sonnia N	22,935	39,311	+ 71.4%
6183-012-014	Commercial	Jones Lisa M Trust Melvin Morris Deceas	41,325	127,500	+ 208.5%
7302-016-015	Commercial	Hby Inc	1,147,500	1,594,950	+ 39.0%
7318-001-094	Industrial	Advanced Fresh Concepts Corporation	604,448	2,223,600	+ 267.9%
7318-002-031	Industrial	Colosseum Athletics Corporation	3,909,357	4,295,294	+ 9.9%
7318-002-039	Industrial	Swan Fence Inc	1,332,603	1,422,703	+ 6.8%
7318-004-036	Industrial	Beauchamp Distributing Company	8,178,548	8,357,418	+ 2.2%
7318-021-014	Industrial	Pr I Dominguez Hills Industrial California	6,688,635	7,154,294	+ 7.0%
7319-024-041	Industrial	Kens Spray Equipment Inc	1,866,560	1,975,291	+ 5.8%
7319-028-038	Industrial	Pauls Tarpaulins And Merchandise Inc	2,995,420	3,261,878	+ 8.9%
35 Parcels Listed			**90,199,228**	**115,097,576**	**+ 27.6%**

This calculation reflects the 2020/21 increase in taxable values for this city due to non-residential new construction as a percentage of the total taxable value **increase** (as of the 2020/21 lien year roll date). This percentage may be used as an alternative to the change in California per-capita personal income for calculating a taxing agency's annual adjustment of its Appropriation Limit pursuant to Article XIIIB of the State Constitution as Amended by Proposition 111 in June, 1990.

Total Change in Non-Residential Valuation Due to New Development	24,898,348
Less Automatic 2.000% Assessors's Inflation Adjustment	-1,803,985
Actual Change in Non-Residential Valuation	23,094,363
Change in Total Assessed Value	451,393,886
= Alternate 2021/22 Appropriations Limit Factor	**5.12%**

Includes taxable primary parcels with known nonresidential use codes, no prior lien year transfers, and improvement value increases greater than 2.0%
Change in Total Assessed Value is the assessed value change of the locally assessed secured and unsecured tax rolls.

Data Source: Los Angeles County Assessor 2020/21 Secured Tax Rolls

Prepared On 6/18/2024 By PC

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom • Governor
State Capitol ■ Room 1145 ■ Sacramento CA ■ 95814-4998 ■ www.dof.ca.gov

May 2021

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2021, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2021-22. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2021-22 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2021.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data. Given the stay-at-home orders due to COVID-19, growth in the coming years may be substantially lower than recent trends.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER
Director
By:

/s/ Erika Li

Erika Li
Chief Deputy Director

Attachment

Fiscal Year 2021-22

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2020 to January 1, 2021 and Total Population, January 1, 2021

County City	Percent Change 2020-2021	--- Population Minus Exclusions --- 1-1-20	 1-1-21	Total Population 1-1-2021
Los Angeles				
Agoura Hills	-0.69	20,599	20,457	20,457
Alhambra	-0.38	86,588	86,258	86,258
Arcadia	-0.28	57,820	57,660	57,660
Artesia	-0.70	16,514	16,398	16,484
Avalon	-0.80	4,005	3,973	3,973
Azusa	-0.44	49,805	49,587	49,587
Baldwin Park	-0.59	76,388	75,935	75,935
Bell	-0.43	36,475	36,319	36,319
Bellflower	-0.58	77,909	77,458	77,458
Bell Gardens	-0.67	42,518	42,233	42,233
Beverly Hills	-0.78	33,660	33,399	33,399
Bradbury	-1.04	1,056	1,045	1,045
Burbank	-0.54	104,535	103,969	103,969
Calabasas	0.76	24,157	24,341	24,341
Carson	-0.49	92,121	91,668	91,668
Cerritos	-0.43	50,262	50,048	50,048
Claremont	-0.47	35,877	35,707	35,707
Commerce	-0.74	12,888	12,792	12,792
Compton	-0.68	98,447	97,775	97,775
Covina	-0.13	48,899	48,833	48,833
Cudahy	-0.78	23,937	23,750	23,750
Culver City	0.05	39,785	39,805	39,805
Diamond Bar	-0.65	57,088	56,717	56,717
Downey	-0.68	112,186	111,425	111,425
Duarte	-0.34	21,531	21,457	21,457
El Monte	-0.35	116,876	116,465	116,465
El Segundo	-0.53	16,749	16,660	16,660
Gardena	-0.64	60,732	60,344	60,344
Glendale	-0.27	204,392	203,834	203,834
Glendora	-0.65	51,879	51,540	51,540
Hawaiian Gardens	-0.71	14,571	14,467	14,467
Hawthorne	-0.65	87,571	86,999	86,999
Hermosa Beach	-0.77	19,601	19,451	19,451
Hidden Hills	0.63	1,901	1,913	1,913
Huntington Park	-0.67	59,337	58,937	58,937
Industry	-0.23	428	427	427
Inglewood	-0.69	110,925	110,159	110,159
Irwindale	-0.07	1,442	1,441	1,441

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2021-22

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2020 to January 1, 2021 and Total Population, January 1, 2021

County City	Percent Change 2020-2021	--- Population Minus Exclusions --- 1-1-20	 1-1-21	Total Population 1-1-2021
South Gate	0.42	96,147	96,553	96,553
South Pasadena	-0.72	25,853	25,668	25,668
Temple City	-0.32	36,343	36,225	36,225
Torrance	-0.65	145,783	144,832	144,832
Vernon	-0.67	297	295	295
Walnut	-0.60	30,015	29,835	29,835
West Covina	-0.58	106,209	105,593	105,593
West Hollywood	-0.60	36,344	36,125	36,125
Westlake Village	-0.74	8,241	8,180	8,180
Whittier	-0.34	86,487	86,196	86,196
Unincorporated	-1.14	1,035,457	1,023,632	1,024,204
County Total	-0.89	10,127,550	10,037,774	10,044,458

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

HdL Coren & Cone

THE CITY OF COMPTON

NONRESIDENTIAL NEW CONSTRUCTION

2020/21 TO 2021/22 TAX YEARS - IN PARCEL NUMBER ORDER

FOR USE IN CALCULATING 2022/23 GANN LIMIT

Parcel	Use Category	Owner	Prior Year Improvements	Current Year Improvements	Percent Change
6146-013-027	Commercial	Saint John S Well Child And Family Cent	624,676	726,161	+ 16.2%
6147-007-014	Commercial	Marshall Property Holding Llc	143,263	228,785	+ 59.7%
6152-005-028	Commercial	Today Cal Llc	805,800	1,091,123	+ 35.4%
6162-001-003	Institutional	Williams Charlotte	45,487	190,654	+ 319.1%
6166-019-042	Commercial	Ttt Holdings Llc	35,000	116,191	+ 232.0%
6167-001-006	Industrial	Westcore Alpha Alameda Llc	12,263,000	12,540,044	+ 2.3%
6167-019-025	Industrial	Foster Poultry Farms Corporation	3,427,691	5,389,164	+ 57.2%
6167-034-030	Commercial	Archland Property Ii Lp	726,021	1,494,322	+ 105.8%
6169-018-013	Industrial	Tnemec Company Of California Inc	343,006	353,908	+ 3.2%
6169-018-023	Industrial	423 E Weber Llc	0	131,397	+ 99,999.9%
6169-018-025	Industrial	Aaa Plating And Inspection Inc	2,167,037	2,388,922	+ 10.2%
6169-019-002	Commercial	Ramos Ivyn And Jose F Trust Ivyn And J	379,746	434,136	+ 14.3%
6178-017-006	Commercial	Crystal Nath Diane	83,995	142,000	+ 69.1%
6185-013-059	Commercial	Vasquez Aldo C	156,597	163,868	+ 4.6%
6195-004-022	Commercial	Tsaturyan Edvin	3,152	40,414	+ 1,182.2%
7301-003-012	Commercial	Bronco Motor Inn Llc	918,000	956,796	+ 4.2%
7318-024-006	Industrial	Prologis Uslv Exchange 225 West Manvi	0	303,108	+ 99,999.9%
7318-024-008	Industrial	Prologis Uslv Newca 2 Llc	7,417,836	7,568,267	+ 2.0%
7319-003-109	Commercial	In N Out Burgers Corporation	0	2,172,274	+ 99,999.9%
7319-024-017	Commercial	Rexford Industrial-2020 Central Llc	1,910,174	2,222,792	+ 16.4%
7319-034-012	Industrial	Magnadyne Corporation	1,984,717	2,009,809	+ 1.3%
7319-034-025	Industrial	Rancho Dominguez Equity Llc	3,593,280	3,651,529	+ 1.6%
22 Parcels Listed			**37,028,478**	**44,315,664**	**+ 19.7%**

This calculation reflects the 2021/22 increase in taxable values for this city due to non-residential new construction as a percentage of the total taxable value **Increase** (as of the 2021/22 lien year roll date). This percentage may be used as an alternative to the change in California per-capita personal income for calculating a taxing agency's annual adjustment of its Appropriation Limit pursuant to Article XIIIB of the State Constitution as Amended by Proposition 111 in June, 1990.

Total Change in Non-Residential Valuation Due to New Development	7,287,186
Less Automatic 1.036% Assessors's Inflation Adjustment	-383,615
Actual Change in Non-Residential Valuation	6,903,571
Change in Total Assessed Value	238,979,896
= Alternate 2022/23 Appropriations Limit Factor	**2.89%**

Includes taxable primary parcels with known nonresidential use codes, no prior lien year transfers, and improvement value increases greater than 1.0%
Change in Total Assessed Value is the assessed value change of the locally assessed secured and unsecured tax rolls.

Data Source: Los Angeles County Assessor 2021/22 Secured Tax Rolls

Prepared On 6/18/2024 By PC

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom • Governor
1021 O Street, Suite 3110 • Sacramento CA 95814 • www.dof.ca.gov

May 2022

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2022, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2022-23. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2022-23 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2022.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

Fiscal Year 2022-23

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022

County City	Percent Change 2021-2022	--- Population Minus Exclusions --- 1-1-21	 1-1-22	Total Population 1-1-2022
Los Angeles				
Agoura Hills	-1.02	19,975	19,771	19,771
Alhambra	-0.42	82,182	81,834	81,834
Arcadia	-0.54	56,240	55,934	55,934
Artesia	-0.74	16,261	16,140	16,226
Avalon	-0.99	3,428	3,394	3,394
Azusa	-0.97	50,191	49,704	49,704
Baldwin Park	-0.84	71,455	70,855	70,855
Bell	-1.00	33,962	33,624	33,624
Bellflower	-0.96	78,107	77,359	77,359
Bell Gardens	-1.03	39,265	38,861	38,861
Beverly Hills	-0.92	32,565	32,265	32,265
Bradbury	-1.09	914	904	904
Burbank	-0.77	106,268	105,451	105,451
Calabasas	-0.97	23,151	22,926	22,926
Carson	-0.59	92,912	92,362	92,362
Cerritos	-1.08	49,163	48,634	48,634
Claremont	-0.78	37,364	37,072	37,072
Commerce	-1.08	12,273	12,140	12,140
Compton	-1.08	95,261	94,233	94,233
Covina	-0.95	50,933	50,449	50,449
Cudahy	-0.92	22,526	22,318	22,318
Culver City	-0.48	40,330	40,135	40,135
Diamond Bar	-1.06	54,782	54,204	54,204
Downey	-0.83	113,525	112,584	112,584
Duarte	-1.00	21,473	21,258	21,258
El Monte	-0.94	108,728	107,706	107,706
El Segundo	-0.93	17,244	17,084	17,084
Gardena	-0.72	60,382	59,947	59,947
Glendale	-0.77	194,618	193,116	193,116
Glendora	-0.95	52,316	51,821	51,821
Hawaiian Gardens	-0.99	13,755	13,619	13,619
Hawthorne	-1.00	87,722	86,841	86,841
Hermosa Beach	-1.09	19,382	19,171	19,171
Hidden Hills	0.12	1,736	1,738	1,738
Huntington Park	-1.06	54,519	53,942	53,942
Industry	-0.45	440	438	438
Inglewood	-0.62	107,143	106,481	106,481
Irwindale	0.54	1,482	1,490	1,490

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2022-23

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022

County City	Percent Change 2021-2022	--- Population Minus Exclusions --- 1-1-21	 1-1-22	Total Population 1-1-2022
South Gate	0.51	92,783	93,259	93,259
South Pasadena	-1.00	26,849	26,580	26,580
Temple City	-0.64	36,497	36,262	36,262
Torrance	-0.99	145,876	144,433	144,433
Vernon	-0.95	210	208	208
Walnut	-0.88	28,344	28,094	28,094
West Covina	-0.96	109,290	108,243	108,243
West Hollywood	-0.43	35,553	35,399	35,399
Westlake Village	-0.96	8,121	8,043	8,043
Whittier	0.05	87,886	87,931	87,931
Unincorporated	-0.67	1,016,054	1,009,225	1,009,857
County Total	-0.71	9,923,635	9,853,284	9,861,224

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

HdL Coren & Cone

THE CITY OF COMPTON

NONRESIDENTIAL NEW CONSTRUCTION

2021/22 TO 2022/23 TAX YEARS - IN PARCEL NUMBER ORDER

FOR USE IN CALCULATING 2023/24 GANN LIMIT

Parcel	Use Category	Owner	Prior Year Improvements	Current Year Improvements	Percent Change
6146-005-004	Commercial	Ellis Jayson D And Melchor Monique E	113,362	127,561	+ 12.5%
6147-006-023	Industrial	Wire Storage Compton Lp	10,445,606	10,675,129	+ 2.2%
6164-003-036	Industrial	Cisco Management Llc	10,103	11,548	+ 14.3%
6164-003-037	Commercial	Cisco Management Llc	60,621	69,304	+ 14.3%
6164-007-025	Commercial	Buena Creek Properties Lp	2,608,248	2,787,907	+ 6.9%
6166-025-047	Commercial	Kwon Cho Ja	433,023	500,000	+ 15.5%
6167-001-006	Industrial	Westcore Alpha Alameda Llc	12,540,044	21,318,044	+ 70.0%
6167-005-022	Commercial	Quezada Samuel R Cotrustee Samuba J	745,499	772,925	+ 3.7%
6169-018-025	Industrial	Aaa Plating And Inspection Inc	2,388,922	2,508,612	+ 5.0%
6176-004-055	Commercial	Flores Arturo And Delia M	57,527	260,848	+ 353.4%
6178-014-036	Commercial	Saint Paul Management Llc	315,353	378,948	+ 20.2%
6179-003-030	Commercial	Sou Mike Cotrustee Mike Sou And Sue T	592,276	610,693	+ 3.1%
6179-026-042	Commercial	Vrpo Capital Llc	50,958	123,667	+ 142.7%
6183-005-018	Commercial	Olivos Oscar S Trust Olivos And Neder C	46,411	65,373	+ 40.9%
7318-002-039	Industrial	Swan Fence Inc	1,425,608	1,471,153	+ 3.2%
7318-002-060	Industrial	South Bay Public Warehouse	3,262,281	3,338,570	+ 2.3%
7318-004-021	Industrial	Walter Properties Llc	341,193	637,442	+ 86.8%
7319-029-033	Industrial	South Bay Industrial Building 1 Llc	1,367,057	3,600,285	+ 163.4%
18 Parcels Listed			**36,804,092**	**49,258,009**	**+ 33.8%**

This calculation reflects the 2022/23 increase in taxable values for this city due to non-residential new construction as a percentage of the total taxable value **Increase** (as of the 2022/23 lien year roll date). This percentage may be used as an alternative to the change in California per-capita personal income for calculating a taxing agency's annual adjustment of its Appropriation Limit pursuant to Article XIIIB of the State Constitution as Amended by Proposition 111 in June, 1990.

Total Change in Non-Residential Valuation Due to New Development	12,453,917
Less Automatic 2.000% Assessors's Inflation Adjustment	-736,082
Actual Change in Non-Residential Valuation	11,717,835
Change in Total Assessed Value	556,322,218
= Alternate 2023/24 Appropriations Limit Factor	**2.11%**

Includes taxable primary parcels with known nonresidential use codes, no prior lien year transfers, and improvement value increases greater than 2.0%
Change in Total Assessed Value is the assessed value change of the locally assessed secured and unsecured tax rolls.

Data Source: Los Angeles County Assessor 2022/23 Secured Tax Rolls

Prepared On 6/18/2024 By PC

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DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 2023

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2023, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2023-24. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2023-24 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

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Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE SPEPHENSHAW
Director
By:

Erika Li
Chief Deputy Director

Attachment

Fiscal Year 2023-24

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2022 to January 1, 2023 and Total Population, January 1, 2023

County City	Percent Change 2022-2023	--- Population Minus Exclusions --- 1-1-22	 1-1-23	Total Population 1-1-2023
Los Angeles				
Agoura Hills	-0.03	19,776	19,770	19,770
Alhambra	-0.37	81,609	81,303	81,303
Arcadia	-0.74	55,918	55,503	55,503
Artesia	-0.82	16,139	16,007	16,093
Avalon	-1.03	3,386	3,351	3,351
Azusa	0.06	49,453	49,483	49,483
Baldwin Park	-0.63	70,815	70,368	70,368
Bell	-0.72	33,612	33,370	33,370
Bellflower	-0.92	77,638	76,924	76,924
Bell Gardens	-0.84	38,774	38,447	38,447
Beverly Hills	-0.90	31,945	31,658	31,658
Bradbury	0.34	886	889	889
Burbank	-0.42	104,976	104,535	104,535
Calabasas	-0.99	23,037	22,808	22,808
Carson	-0.60	92,746	92,186	92,186
Cerritos	-1.06	48,402	47,887	47,887
Claremont	-0.74	37,034	36,759	36,759
Commerce	-1.04	12,163	12,036	12,036
Compton	-0.61	94,294	93,719	93,719
Covina	-0.67	50,690	50,350	50,350
Cudahy	-0.52	22,386	22,270	22,270
Culver City	-0.73	39,972	39,682	39,682
Diamond Bar	-1.03	53,935	53,381	53,381
Downey	-0.73	112,078	111,261	111,261
Duarte	6.60	21,384	22,796	22,796
El Monte	-0.84	107,279	106,377	106,377
El Segundo	-0.67	17,042	16,928	16,928
Gardena	-0.47	60,090	59,809	59,809
Glendale	-0.82	192,870	191,284	191,284
Glendora	-0.80	51,571	51,159	51,159
Hawaiian Gardens	-0.94	13,675	13,546	13,546
Hawthorne	-0.96	86,535	85,702	85,702
Hermosa Beach	-0.98	19,206	19,018	19,018
Hidden Hills	-0.80	1,745	1,731	1,731
Huntington Park	-0.93	53,783	53,281	53,281
Industry	-0.23	428	427	427
Inglewood	-0.64	106,928	106,248	106,248
Irwindale	-0.87	1,496	1,483	1,483

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2022 to January 1, 2023 and Total Population, January 1, 2023

County City	Percent Change 2022-2023	--- Population Minus Exclusions --- 1-1-22	 1-1-23	Total Population 1-1-2023
South Gate	-0.78	93,355	92,628	92,628
South Pasadena	-0.59	26,428	26,273	26,273
Temple City	-0.55	36,010	35,813	35,813
Torrance	-0.88	144,327	143,057	143,057
Vernon	-0.97	207	205	205
Walnut	-0.61	27,721	27,553	27,553
West Covina	0.23	107,642	107,893	107,893
West Hollywood	-0.39	34,930	34,793	34,793
Westlake Village	-1.12	8,009	7,919	7,919
Whittier	-0.47	87,707	87,291	87,291
Unincorporated	-0.95	1,006,954	997,407	997,999
County Total	-0.75	9,826,563	9,753,247	9,761,210

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

HdL Coren & Cone

THE CITY OF COMPTON

NONRESIDENTIAL NEW CONSTRUCTION

2022/23 TO 2023/24 TAX YEARS - IN PARCEL NUMBER ORDER

FOR USE IN CALCULATING 2024/25 GANN LIMIT

Parcel	Use Category	Owner	Prior Year Improvements	Current Year Improvements	Percent Change
6150-036-018	Industrial	3201 3221 Alameda St Llc	1,518,906	4,080,000	+ 168.6%
6151-009-048	Commercial	Stamps Frank Jr	35,429	40,800	+ 15.2%
6151-010-054	Commercial	Trackless Train Party Services Llc	20,326	117,300	+ 477.1%
6153-029-027	Commercial	Pencor Inc	345,823	880,000	+ 154.5%
6164-003-042	Industrial	Granados Jose G	331,406	2,325,000	+ 601.6%
6167-011-026	Commercial	Story Investments Llc	227,206	340,891	+ 50.0%
6169-018-013	Industrial	Tnemec Company Of California Inc	294,822	366,270	+ 24.2%
6169-018-025	Industrial	Aaa Plating And Inspection Inc	2,508,612	2,560,174	+ 2.1%
6169-026-020	Industrial	Ub Ii Santa Fe Llc Lessor	2,875,968	4,204,713	+ 46.2%
6169-026-021	Industrial	Ub Ii Santa Fe Llc Lessor	2,815,294	3,479,399	+ 23.6%
6169-027-014	Industrial	Ub Ii Santa Fe Llc Lessor	98,628	189,211	+ 91.8%
6169-027-015	Industrial	Ub Ii Santa Fe Llc Lessor	1,456,182	2,070,821	+ 42.2%
6169-027-016	Industrial	Ub Ii Santa Fe Llc Lessor	2,687,877	2,806,646	+ 4.4%
6169-027-021	Industrial	Ub Ii Santa Fe Llc Lessor	2,390,570	4,698,767	+ 96.6%
6169-027-024	Industrial	Ub Ii Santa Fe Llc Lessor	2,354,166	2,480,779	+ 5.4%
6169-027-025	Industrial	Ub Ii Santa Fe Llc Lessor	2,036,504	2,480,779	+ 21.8%
6169-030-001	Industrial	Demenno Kerdoon	9,042,269	9,518,575	+ 5.3%
6176-010-039	Institutional	First Fundamental Bible Church	10,200	52,020	+ 410.0%
6179-003-009	Commercial	Lifeline School Facilities Llc	5,914	300,000	+ 4,972.7%
6179-009-004	Institutional	Lifeline School Facilities Llc	492,625	510,000	+ 3.5%
6181-010-027	Commercial	Adame Ana C Trust Contreras Deceased	50,762	91,135	+ 79.5%
6183-012-011	Commercial	Ramos Vanessa Michelle Art	18,450	135,000	+ 631.7%
6183-023-006	Commercial	Special Services For Groups Inc	2,298,164	4,365,000	+ 89.9%
7318-002-039	Industrial	Swan Fence Inc	1,471,153	1,501,701	+ 2.1%
7318-004-020	Industrial	Kawabata American Inc	2,049,714	2,095,297	+ 2.2%
7319-029-035	Industrial	South Bay Industrial Building 2 Llc	3,541,771	6,862,092	+ 93.7%
7319-029-047	Industrial	South Bay Industrial Building 3 Llc	1,282,845	2,819,889	+ 119.8%
7319-029-048	Industrial	South Bay Industrial Building 4 Llc	1,115,517	2,584,005	+ 131.6%
7319-029-049	Industrial	South Bay Industrial Building 5 Llc	3,011,899	6,336,714	+ 110.4%
29 Parcels Listed			**46,389,002**	**70,292,978**	**+ 51.5%**

This calculation reflects the 2023/24 increase in taxable values for this city due to non-residential new construction as a percentage of the total taxable value **increase** (as of the 2023/24 lien year roll date). This percentage may be used as an alternative to the change in California per-capita personal income for calculating a taxing agency's annual adjustment of its Appropriation Limit pursuant to Article XIIIB of the State Constitution as Amended by Proposition 111 in June, 1990.

Total Change in Non-Residential Valuation Due to New Development	23,903,976
Less Automatic 2.000% Assessors's Inflation Adjustment	-927,780
Actual Change in Non-Residential Valuation	22,976,196
Change in Total Assessed Value	508,040,633
= Alternate 2024/25 Appropriations Limit Factor	**4.52%**

Includes taxable primary parcels with known nonresidential use codes, no prior lien year transfers, and improvement value increases greater than 2.0%
Change in Total Assessed Value is the assessed value change of the locally assessed secured and unsecured tax rolls.

Data Source: Los Angeles County Assessor 2023/24 Secured Tax Rolls

Prepared On 6/18/2024 By PC

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

April 30, 2024

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2024, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2024-25. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2024-25 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2024.** Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Richard Gillihan

RICHARD GILLIHAN
Chief Operating Officer

Attachment

Fiscal Year 2024-25

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2023 to January 1, 2024 and Total Population, January 1, 2024

County City	Percent Change 23-24	--- Population Minus Exclusions --- 1-1-23	 1-1-24	Total Population 1-1-24
Los Angeles				
Agoura Hills	-0.44	19,928	19,841	19,841
Alhambra	0.05	81,753	81,790	81,811
Arcadia	-0.13	55,855	55,783	55,783
Artesia	-0.21	16,053	16,019	16,019
Avalon	-0.57	3,332	3,313	3,313
Azusa	-0.35	49,595	49,420	49,420
Baldwin Park	-0.06	70,700	70,660	70,660
Bell	-0.34	33,414	33,301	33,301
Bellflower	-0.03	77,014	76,990	76,990
Bell Gardens	-0.49	38,569	38,381	38,381
Beverly Hills	-0.45	31,950	31,806	31,806
Bradbury	-0.77	905	898	898
Burbank	0.11	105,484	105,603	105,603
Calabasas	-0.50	22,857	22,742	22,742
Carson	-0.52	92,399	91,920	91,924
Cerritos	-0.53	48,063	47,806	47,806
Claremont	0.03	37,673	37,686	37,686
Commerce	0.57	12,055	12,124	12,124
Compton	-0.37	94,016	93,671	93,671
Covina	0.19	50,390	50,485	50,485
Cudahy	-0.52	22,327	22,210	22,210
Culver City	0.89	39,859	40,213	40,213
Diamond Bar	-0.43	53,566	53,335	53,335
Downey	-0.15	111,656	111,493	111,493
Duarte	3.04	22,958	23,656	23,656
El Monte	0.08	106,649	106,738	106,786
El Segundo	-0.08	16,953	16,939	16,964
Gardena	0.22	59,896	60,028	60,028
Glendale	-0.25	192,072	191,586	191,586
Glendora	-0.32	51,374	51,209	51,209
Hawaiian Gardens	-0.29	13,600	13,560	13,560
Hawthorne	-0.37	85,886	85,566	85,566
Hermosa Beach	-0.42	19,169	19,088	19,088
Hidden Hills	0.17	1,724	1,727	1,727
Huntington Park	-0.31	53,374	53,209	53,219
Industry	-0.23	427	426	426
Inglewood	-0.53	106,628	106,065	106,065
Irwindale	0.74	1,488	1,499	1,499

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2024-25

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2023 to January 1, 2024 and Total Population, January 1, 2024

County City	Percent Change 23-24	--- Population Minus Exclusions --- 1-1-23	 1-1-24	Total Population 1-1-24
South Gate	0.03	92,701	92,729	92,729
South Pasadena	-0.37	26,367	26,270	26,270
Temple City	-0.18	36,040	35,975	35,975
Torrance	-0.36	143,433	142,910	142,910
Vernon	-0.49	206	205	205
Walnut	-0.10	27,896	27,867	27,867
West Covina	0.65	108,404	109,105	109,105
West Hollywood	-0.44	35,229	35,075	35,075
Westlake Village	-0.45	7,938	7,902	7,902
Whittier	0.22	87,333	87,527	87,527
Unincorporated	-0.19	998,818	996,956	997,587
County Total	0.05	9,810,925	9,815,428	9,824,091

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

RESOLUTION NO. 25,981

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AND ADOPTING THE ANNUAL APPROPRIATION (GANN) LIMIT FOR FISCAL YEARS 2020-2021, 2021-2022, 2022-2023, AND 2023-2024

WHEREAS, in November of 1979, California voters approved Proposition 4 (Prop 4) commonly known as the GANN Initiative; and

WHEREAS, Prop 4 created Article XIII B of the State of California Constitution which placed limits on the amount of Tax Revenue Proceeds appropriated each fiscal year. Restricted revenues noted in Article XIII B are those referred to as "Proceeds of Taxes." The City may not appropriate money over and above the GANN Appropriation Limit; and

WHEREAS, the annual growth factors used in calculating the City's Appropriation Limit are as follows:

a) Factor 1- the calculation includes the percentage (%) change in California Non-Residential New Construction (Assessed Valuation), or the (%) change in the California Per Capita Income. The greater (%) change is used. The County of Los Angeles-Office of the Assessor provided the Assessed Valuation information to the Cities, including the City of Compton based on the analysis of Proposition 111. The (%) change in California Per Capita Income was provided by the State Department of Finance.

b) Factor 2 - the calculation includes the percentage (%) change in population in the City of Compton, or the (%) change in Los Angeles County's population. The greater percentage was used. This population information was provided by the State Department of Finance.

c) Total Adjustment Factor = Factor 1 (x) Factor 2

d) Current Year's Appropriation Limit = Total Adjustment Factor (x) Previous Year's Appropriation Limit

WHEREAS, Resolution #25,070 established the City's Appropriation (GANN) Limit for Fiscal Year 2019-2020 as One Hundred Nine Million, Seven Hundred One Thousand , Seven Hundred Six Dollars ($109,701,706), which is used to calculate Fiscal Year's 2020-2021 Appropriation (GANN) Limit; and

WHEREAS, the City's Appropriations (GANN) Limit were not included in prior year budgets for Fiscal Years 2020-2021, 2021-2022, 2022-2023, and 2023-2024; and

WHEREAS, in accordance to the California Constitution Art XIII B §1.5, it is needed for the annual financial audit, and failure to provide this information during the annual audit may subject the City to an audit finding; and

WHEREAS, staff has prepared the City of Compton's Appropriation (GANN) Limit for Fiscal Years 2020-2021, 2021-2022, 2022-2023, and 2023-2024 using Proposition III Analysis from the County of Los Angeles Assessor's Office and attachments from the Department of Finance as information sources; and

WHEREAS, the City's Appropriation (GANN) Limit for the Fiscal Year 2020-2021 has been calculated at $117,841,573. The Proceeds of Taxes amounted to $85,267,202. Therefore, the City of Compton is under its Maximum Appropriation Limit by $32,574,371; and

WHEREAS, the City's Appropriation (GANN) Limit for the Fiscal Year 2021-2022 has been calculated at $124,676,384. The Proceeds of Taxes amounted to $85,937,178. Therefore, the City of Compton is under its Maximum Appropriation Limit by $38,739,206; and

ADOPTED this 20th day of FEBRUARY, 2024.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 20th day of FEBRUARY, 2024

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

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

CITY CLERK OF THE CITY OF COMPTON

June 23, 2024

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **MUNICIPAL WATER DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE WATER DEPARTMENT'S 2024-2025 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE TWO HUNDRED FIFTY THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS ($250,756.00) FOR CALRECYCLE GRANT – ROUND 4.**

SUMMARY

The City Council will consider a resolution to accept and appropriate Two Hundred Fifty Thousand Seven Hundred Fifty-Six Dollars ($250,756.00) from the CalRecycle Grant – Round 4. The funds for this expenditure will be sourced from the SB1383 Organic Waste Recycling 4 account 2789-850-WR4-3569 and is based on the City's population (approximately 93,000). The city intends to utilize these funds for the implementation of Compton's Waste Management Plan (IWMP) in compliance with SB1383, following CalRecycle rules and regulations.

BACKGROUND

The Municipal Water Department is entrusted with the implementation of State Mandate SB1383. These regulations necessitate that jurisdictions conduct comprehensive education and outreach programs on organics recycling for all residents, businesses (including those generating edible food for donation), haulers, solid waste facilities, local food banks, and other food recovery organizations.

Jurisdictions, which encompass cities, counties, or special districts providing solid waste collection services, are required to maintain all necessary records under the SB1383 regulations within an Implementation Record (14 CCR Section 18995.2). Following the SB1383 Model Ordinance, the City of Compton has chosen to execute a performance-based source-separated organic waste collection service, as defined in Title 14 California Code of Regulations Article 17.

To comply with SB1383, jurisdictions must conduct a performance-based source separation and organics waste collection audit, recording the results in a Performance-Based Model Implementation Record Tool.

STATEMENT OF THE ISSUE

The City of Compton Water Department applied for and successfully secured Two Hundred Fifty Thousand Seven Hundred Fifty-Six Dollars ($250,756.00) from CalRecycle Grant – Round 4. The corresponding check was received on May 21, 2024, and now the

funds need to be appropriated. The city intends to utilize these funds for the development of the City of Compton's Implementation Waste Management Plan (IWMP) for SB1383.

ALTERNATIVES

Staff does not recommend any alternatives.

FISCAL IMPACT

Staff is requesting an amendment to the Fiscal Year 2024-2025 budget to accept and appropriate as outlined below:

Increase Revenue:

ACCOUNT NO	Description	Amount
2789-850-WR4-3569	Other State Grants	$250,756.00

RECOMMENDATIONS

Staff recommends that the City Council adopt the attached resolution to accept and appropriate Two Hundred Fifty Thousand Seven Hundred Fifty-Six Dollars ($250,756.00) from CalRecycle Grant – Round 4.

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 AMENDING THE WATER DEPARTMENT'S 2024-2025 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE TWO HUNDRED FIFTY THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS ($250,756.00) FOR CALRECYCLE GRANT – ROUND 4.

WHEREAS, the City of Compton has approximately 93,000 residents and the City of Compton Municipal Water Department's water system serves approximately 58,000 residents and is responsible for implementing State Mandate SB1383 which requires jurisdictions to conduct comprehensive education and outreach programs on organics recycling; and

WHEREAS, under SB1383 regulations, jurisdictions must maintain all necessary records within an Implementation Record and conduct performance-based source separation and organics waste collection audits; and

WHEREAS, the City of Compton Water Department successfully applied for and secured $250,756.00 from the CalRecycle Grant — Round 4 to assist with implementation and compliance with SB1383 regulations; and

WHEREAS, on May 21, 2024, the City received the grant funds from CalRecycle and now needs to appropriate the funds in the 2024-2025 Fiscal Year Budget to utilize for the development of the City's Implementation Waste Management Plan (IWMP) under SB1383; and

WHEREAS, staff is requesting an amendment to the 2024-2025 Fiscal Year Budget to increase revenue in the amount of $250,756.00.

WHEREAS, CalRecycle grant application procedures require an applicant's governing body, the City Manager, to declare by resolution certain authorizations related to the administration of CalRecycle grants.

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

SECTION 1. That the Water Department's CalRecycle Grant Round 4 is hereby accepted for the amount of $250,756.00 for the implementation of the City's Waste Management Plan under SB1383.

SECTION 2. That the FY2024-25 Water Department's Budget is amended as follows:

Increase in revenue appropriations for account 2789-850-WR4-3569 (Cal Recycle Fund, Rubbish Division, Other State Grants)

SECTION 3. That the City Manager is authorized to take certain authorizations related to the administration of CalRecycle grants.

SECTION 4. That a copy of this Resolution shall be provided to the City Clerk, City Attorney, 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

CITY OF COMPTON: ss

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

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

AYES: **COUNCIL MEMBERS-**

NOES: **COUNCIL MEMBERS-**

ABSENT: **COUNCIL MEMBERS-**

ABSTAIN: **COUNCIL MEMBERS-**

_____

CITY CLERK OF THE CITY OF COMPTON

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - VIEW AT AN ANGLE

STATE OF CALIFORNIA

WARRANT NUMBER
67-238657

H THE TREASURER OF THE STATE WILL PAY OUT OF THE
IDENTIFICATION NO.
0000011693 0000

FUND NO. 8087 FUND NAME FISCAL CONSOLIDATED PMT

MO. 05 DAY 21 YR. 2024

90-1342/1211
67238657

DOLLARS $**250756.00 CENTS

TO: 238657
--- CITY OF COMPTON
205 S WILLOWBROOK AVE
COMPTON CA 90220-3134

Malia Cohen
MALIA M. COHEN
CALIFORNIA STATE CONTROLLER

FORM CD-85(1/99) CONTROLLERS WARRANT

⑆121113423⑆ 67238657⑈

DETACH ON DOTTED LINE
KEEP THIS PORTION FOR YOUR RECORDS

67-238657

ISSUE DATE: 05/21/2024

RESOURCES RECYCLING & RECOVERY
1001 I ST. P.O. BOX 4025
SACRAMENTO CA 95812-4025
FOR QUESTIONS CONTACT ACCOUNTING DEPARTMENT AT 916/341-6645

VENDOR NAME	VENDOR ID
CITY OF COMPTON	0000011693

VOUCHER ID	INVOICE ID	PO ID
00195972	OWR4-22-0539	0000014170

AMOUNT PAID
$250756.00

PAYMENT MESSAGE
ATTN: WATER DEPARTMENT/WASTE DIVISION

ADDITIONAL PAYMENT MESSAGE
SB1383 ORGANIC WASTE RECYCLING 4 GRANT PAYMENT PROGRAM

Semmik Wilson

From: Andrews, Mai@CalRecycle <Mai.Andrews@calrecycle.ca.gov>
Sent: Monday, February 26, 2024 9:49 AM
To: Jerry Groomes; Victor Meza; Semmik Wilson
Subject: SB 1383 Local Assistance Grant Program (OWR4) – City of Compton– Award Notification
Attachments: SB 1383 Local Assistance Terms and Conditions FY22-23.pdf; Procedures and Requirements - SB 1383 Local Assistance Grant (1).pdf

Congratulations! The Department of Resources Recycling and Recovery (CalRecycle) approved awards for the SB 1383 Local Assistance Grant Program, FY 2022-23. The Grant Award package consists of the following:

- Exhibit A – Terms and Conditions
- Exhibit B – Procedures and Requirements

Your specific award amount is $250,756.00.

The grant award is subject to the conditions as stated in the Request for Approval of Awards for SB 1383 Local Assistance Grant Program.

1. If the recommended grantee does not pay or bring current all outstanding debts or scheduled payments owed to CalRecycle within 60 calendar days of the date of this letter, then the proposed grantee will not have met the required conditions, and the award will be void.
2. The recommended grantee is responsible for submitting all outstanding documents required by CalRecycle during the application process, as well as those identified in the Application Guidelines and Instructions, prior to the release of funding.
3. The recommended grantee must have a valid Resolution in place within 60 days of the date of the award email.

Please note that your budget and activities have not yet been approved. I will be reaching out to you in the next few weeks to revise your budget and discuss eligible and ineligible costs. Please do not incur costs until after a budget has been approved. If costs are incurred prior to budget approval, they will be considered ineligible.

A formal Grant Agreement will not be sent out. The Application Certification submitted with your application will act as the agreement for this program.

Please retain all Grant Award package documents, which include Exhibits A and B for your records.

If you have any questions, please contact me at (916) 341-6215 or mai.andrews@CalRecycle.ca.gov.

I look forward to your participation in this grant program.

Sincerely,

Mai Andrews
Program Advisor/Grant Manager

Department of Resources Recycling and Recovery (CalRecycle)
Grants & Payments Section - FiRM Branch
Mai.Andrews@CalRecycle.ca.gov | (916) 341-6215
1001 I Street, Sacramento, CA 95814

July 23, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBER**

FROM: **CITY MANAGER**

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

Recommendation: Authorize travel to attend the Gateway Cities 2024 Conference & Retreat

Location: Catalina, CA

Meeting Date: September 4, 2024 and September 5, 2024

Approximate Cost: Registration: **$325** (per attendee)
Hotel: **$213.00** per night
Transportation: **$83**
Per Diem: Receipts required (Not to exceed $75 per day)

Source of Funds: General Fund

Purpose: The purpose of attending the 2024 Annual Conference and Expo is to learn and discuss issues that are impacting our city.

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

July 23, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBER**

FROM: **CITY MANAGER**

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

Recommendation: Authorize travel to attend the 53rd Annual Legislative Conference

Location: Washington, D.C.

Meeting Date: September 11, 2024 and September 15, 2024

Approximate Cost: Registration: **$200** (per attendee)
Hotel: **$350.00** per night Transportation: **$83**
Per Diem: Receipts required (Not to exceed $75 per day)

Source of Funds: General Fund

Purpose: The purpose of attending the 53rd Annual Legislative Conference is to learn and discuss issues that are impacting communities similar to Compton across the nation.

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

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ORDERING CHARGES FOR SOLID WASTE DELINQUENCIES TO BE COLLECTED ON THE LOS ANGELES COUNTY TAX ROLL FOR FISCAL YEAR 2024-2025 FOR OUTSTANDING BALANCES FOR TAX ROLL BILLING FOR FISCAL YEAR 2023-2024

WHEREAS, The City Council is authorized pursuant to Chapter XXI of the Compton Municipal Code and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 ("HSC Code") to levy annual charges for solid waste delinquent accounts to be collected on the County of Los Angeles Property Tax Roll ("Tax Roll") by separate bill of the City or the City's franchise hauler, Republic Services, Inc. ("Republic"); and

WHEREAS, charges collected on the Tax Roll shall be collected in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City; and

WHEREAS, for Charges billed by Republic, the Charge will be considered delinquent if payment is not received by Republic on or before 30 days after billing, and upon Charges becoming delinquent, Republic shall notify the customer that the invoice is overdue and that nonpayment will result in further collection action; and

WHEREAS, Republic may turn over delinquent accounts to the City for collection on the Tax Roll; and

WHEREAS, Republic submitted a list of accounts that are delinquent at least 90 days, as of April 19, 2024, to the City for collection on the fiscal year 2024-25 Tax Roll, and the City has reviewed such list; and

WHEREAS, the City has caused a written report to be prepared and filed with the City Clerk in accordance with HSC Section 5473 ("Report") and the Report is on file in the office of the City Clerk and in the Water Department. The Report contains (i) a description of each single-family residential parcel within the City to which the Charge is applicable and for which the City intends to collect the Charge on the Tax Roll for fiscal year 2024-25, including the amount of the Charge for each parcel for fiscal year 2024-25, and (ii) a description of each parcel within the City for which Republic billed the Charge which is now delinquent and which Republic has requested the City to collect on the Tax Roll for fiscal year 2024-25, including the delinquent amount; and

WHEREAS, the City, included herein a list of outstanding accounts for collection on the fiscal year 2023-24 Tax Roll, and the City has reviewed such list; and

WHEREAS, the City has caused a written report to be prepared and filed with the City Clerk in accordance with HSC Section 5473 ("Report") and the Report is on file in the office of the City Clerk and in the Water Department. The Report contains (i) a description of each parcel within the City which is delinquent and is to be collected on Tax Roll for fiscal year 2024-25; and

WHEREAS, following notice duly given in accordance with law, the City Council held a public hearing on the Report pursuant to HSC Code Section 5473 to consider collecting Charges and delinquencies on the Tax Roll for Fiscal Year 2024-25 combined with Tax Roll for Fiscal Year 2023-24, as described herein, and heard and considered all objections and protests thereto; and

WHEREAS, no majority protest to the Report exists, as determined in accordance with HSC Section 5473.2.

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

Section 1. That each of the above recitals is true and correct and is adopted by the City Council.

Section 2. That the City Council hereby overrules all objections or protests to the Report, and approves the Report as filed, except that the General Manager of the City's Water Department is hereby authorized to remove from the Report any property for which the Charge or delinquent amount has been paid in full, or to reduce the amount set forth in the Report for any property for which there has been a partial payment.

Section 3. That the City Clerk is hereby authorized and directed to file the Report with the City Treasurer with a statement endorsed on said Report over the City Clerk's signature that the Report has been approved and finally adopted by the City Council.

Section 4. That the General Manager of the City's Water Department is hereby authorized and directed to cause to be filed with the Los Angeles County Auditor a copy of the Report with a certified copy of this Resolution.

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

ADOPTED this _____ day of _____, 2024.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

JULY 23, 2024

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **WATER DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ORDERING CHARGES FOR SOLID WASTE DELINQUENCIES TO BE COLLECTED ON THE LOS ANGELES COUNTY TAX ROLL FOR FISCAL YEAR 2024-2025 FOR OUTSTANDING BALANCES FOR TAX ROLL BILLING FOR FISCAL YEAR 2023-2024**

SUMMARY

Staff respectfully requests the City Council to;

(i) Conduct a public hearing; and

(ii) Adopt the attached Resolution ordering charges for solid waste delinquencies to be collected on the Los Angeles County Property Tax roll for Fiscal Year 2024-2025 for Outstanding Balances for Fiscal Year 2023-2024.

BACKGROUND

The City Council is authorized pursuant to Chapter XXI of the Compton Municipal Code and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 ("HSC Code") to levy annual charges for solid waste delinquent accounts to be collected on the County of Los Angeles Property Tax Roll ("Tax Roll") by separate bill of the City or the City's franchise hauler, Republic Services, Inc. ("Republic").

STATEMENT OF ISSUE

Pursuant to the City's Amended and Restated Agreement with Republic, Republic bills and collects Charges for all other customers. For charges billed by Republic, the Charge will be considered delinquent if payment is not received by Republic on or before 30 days after billing, and upon Charges becoming delinquent, Republic shall notify the customer that the invoice is overdue and that nonpayment will result in further collection action. Republic may turn over delinquent accounts to the City for collection on the Tax Roll. Republic has submitted a list of accounts that are delinquent at least 90 days, as of April 19, 2024, to the City for collection on the fiscal year 2024-25 Tax Roll, and staff has reviewed such list. Additionally, included herein are the Outstanding Balances for Fiscal Year 2023-2024 to be collected on the Los Angeles County Property Tax Roll, and staff has reviewed such list.

The collection of Charges and delinquencies on the Tax Roll requires the preparation of a report and the holding of a public hearing. Staff has caused a written report to be prepared and filed with the City Clerk in accordance with HSC Section 5473 ("Report") and the Report is on file in the office of the City Clerk and in the Water Department. The Report contains (i) a description of each parcel within the City for which Republic billed the Charge which is now delinquent and which Republic has requested the City to collect on the Tax Roll for Fiscal Year 2024-2025 delinquent amount.

Pursuant to a previous resolution, the City Council received the Report, set a public hearing on the Report for July 23, 2024, at 5:35 p.m., and directed that notice of the public hearing be provided in accordance with law.

At the public hearing, the City Council must hear and consider all objections and protests to the Report and the collection of Charges and delinquencies on the Tax Roll. If the City Council determines at the close of the public hearing that oral or written protests have been presented, and not withdrawn, the City Council shall not approve the Report and shall not collect the delinquencies on the 2024-2025 and outstanding balances for Fiscal Year 2023-2024 Tax Roll. However, the City may still pursue the delinquencies but not by including the delinquencies on the Tax Roll.

RECOMMENDATION

That the City Council hold a public hearing and, in the absence of a majority protest, adopt the attached Resolution.

JOSE GARFIAS
INTERIM WATER DEPARTMENT GENERAL MANAGER

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS JR.
CITY MANAGER

REPUBLIC SERVICES
DELINQUENT LIST
FY 2024-2025

PARCEL NO.	OWNER NAME	ADDRESS			CITY	TOTAL
6134020079	AVALON COLD STOR	2501	ROSECRANS	AVE	COMPTON	26,381.71
7318002047	CAPITAL FREIGHT	525	MANVILLE	ST	COMPTON	10,868.44
6181005026	CALVARY BAPTIST	1517	ALONDRA	BLVD	COMPTON	1,221.66
7318003061	AMERICAN CARVET	123	ARTESIA	BLVD	COMPTON	4,202.62
6164007008	MARTIN MOORE	1004	POINSETTIA	AVE	COMPTON	9,160.36
6139003016	COMPTON ECONO	720	COMPTON	BLVD	COMPTON	7,932.00
6161017041	PLANET HEALTH CO	546	COMPTON	BLVD	COMPTON	7,805.43
6163024018	ANTONIO PIMENTEL	1309	ALAMEDA	ST	COMPTON	5,832.65
6181024023	ALFREDO ALVAREZ	2623	ALONDRA	BLVD	COMPTON	5,691.45
7302002027	DHS COMMERCIAL I	1712	ALONDRA	BLVD	COMPTON	5,506.85
6166017006	JULIA CHO	222	ROSE	AVE	COMPTON	5,230.43
7318003063	DANIEL'S JEWELER	200	TOWNE CENTER	DR	COMPTON	4,868.27
6143002054	AIM RENTAL	1540	ROSECRANS	AVE	COMPTON	4,635.37
2724970000	JANG HONG	239	ROSECRANS	AVE	COMPTON	4,529.91
6163024015	RICARDO GARCIA	243	ALAMEDA	ST	COMPTON	4,406.46
6167011025	NESTOR CORONA	509	ROSECRANS	AVE	COMPTON	4,148.94
6162010039	SHARONI LITTLE	511	RAYMOND	ST	COMPTON	4,146.94
6181001006	INCAN PROJECT DE	714	LONG BEACH	BLVD	COMPTON	4,118.73
6162005023	MICHAEL ARMSTRON	1520	WILMINGTON	AVE	COMPTON	3,772.51
1827750002	COMPTON COMMERCI	1610	ROSECRANS	AVE	COMPTON	3,740.02
6153027013	ALATORRE MARKET	1709	WILLOWBROOK	AVE	COMPTON	2,334.48
6162007004	DONALD GREEN	448	CALDWELL	ST	COMPTON	3,672.52
6167022021	INTRA WORLD WIDE	807	ROSECRANS	AVE	COMPTON	3,483.52
6167002013	JORGE & MAGDALEN	117	ROSECRANS	AVE	COMPTON	3,483.52
6153005025	SAINT JAMES AME	601	ROSECRANS	AVE	COMPTON	3,456.95
6164025026	AILINE ADKINS	850	GREENLEAF	BLVD	COMPTON	3,456.58
7102670149	CHESS TRANSPORT	1165	WALNUT	ST	COMPTON	2,807.60
7318001802	AJ NURSERY	1600	WILMINGTON	AVE	COMPTON	3,348.76
6147006013	S&K INDUSTRIES	1821	EL SEGUNDO	BLVD	COMPTON	3,348.76

6157002001	ANNA MACIAS	204	ROSECRANS	AVE	COMPTON	2,848.76
6162008032	CARMEN CAUDILLO	453	CALDWELL	ST	COMPTON	3,348.76
6164002004	BSI SPORTS TURF	1205	SANTA FE	AVE	COMPTON	3,348.76
6164023023	ADELINE MARTINEZ	1521	LONG BEACH	BLVD	COMPTON	2,848.76
6169020023	RAMON SOTO	2919	SANTA FE	AVE	COMPTON	3,348.76
6169024028	CONSUELO G MEZA	2501	SANTA FE	AVE	COMPTON	3,348.76
6179002040	HARRISON ROSS	436	COMPTON	BLVD	COMPTON	3,348.76
7101017016	ALL STAR JUMP	1400	SPORTSMAN	DR	COMPTON	3,348.66
6179029004	BILLIONARE BURGE	811	LONG BEACH	BLVD	COMPTON	3,334.68
6164018017	LOS ANGELES META	321	JOHNSON	ST	COMPTON	3,299.43
6179029017	CHRIST FIRST BAP	701	LONG BEACH	BLVD	COMPTON	3,240.98
6160004030	HAMMED ANIMASHAU	413	ACACIA	AVE	COMPTON	3,194.65
6184015025	RAJENDRA PATEL	1408	LONG BEACH	BLVD	COMPTON	3,160.52
6142006004	DOTSIES TOTS	1480	COMPTON	BLVD	COMPTON	658.55
6166001008	MARIA LOPEZ	108	ROSECRANS	AVE	COMPTON	2,448.75
6160019030	DOMINIQUE ROBERT	100	MYRRH	ST	COMPTON	2,900.02
6162002024	ARTURO CAMPOS	715	TICHENOR	ST	COMPTON	2,900.02
6179029003	ROSA SOLARES	817	LONG BEACH	BLVD	COMPTON	2,900.02
6151009004	DOLAN HOO	624	MAGNOLIA	ST	COMPTON	2,765.26
6162003015	LEONA CHEEKS	724	TICHENOR	ST	COMPTON	2,765.26
6164002020	LUIS MADRID	1110	PETROLIA	AVE	COMPTON	2,765.26
6176016026	CANDIDA PROPERTY	2013	LONG BEACH	BLVD	COMPTON	2,765.26
6179011001	JUAN VARGAS	900	COMPTON	BLVD	COMPTON	2,765.26
6183001031	AILETRA BLUITT	410	LONG BEACH	BLVD	COMPTON	2,765.26
6183002019	HIGH PERFORMANCE	312	LONG BEACH	BLVD	COMPTON	2,765.26
6183021001	MEHDI FATHI	1924	COMPTON	BLVD	COMPTON	2,765.26
6183022003	PRO WAY FUMIGATI	1818	COMPTON	BLVD	COMPTON	2,765.26
6184007020	ANA'S TOWING	2000	ROSECRANS	AVE	COMPTON	2,765.26
6151005042	CASPER ANDREWS	410	WILMINGTON	AVE	COMPTON	2,715.81
6178001034	GABRIEL ZACARIAS	735	COMPTON	BLVD	COMPTON	2,565.21
6142026006	EXPLORER-1 AMBUL	1038	COMPTON	BLVD	COMPTON	2,550.35
6169028011	FRANCO AUTO BODY	540	EUCLID	AVE	COMPTON	2,550.35
6167006005	WSP GIVE ME A HA	311	ROSECRANS	AVE	COMPTON	2,549.08
6184008022	ROSECRANS AVENUE	1500	KAY	ST	COMPTON	2,395.06
6167032026	HELENS NURSERY	1107	KAY	ST	COMPTON	2,349.00
6134039016	SAHAK VOSKANYAN	1113	MCKINLEY	AVE	LOS ANGELES	2,265.20

6183013013	CCC	2007	COMPTON	BLVD	COMPTON	2,178.63
6134020033	DAVID Y	2343	ROSECRANS	AVE	COMPTON	2,148.27
6181003015	FERNADOS MUFFLER	616	LONG BEACH	BLVD	COMPTON	106.18
6162005031	ELDORA RANSFER	711	GREENLEAF	BLVD	COMPTON	2,099.28
6169020017	METAL POLISHING	3013	SANTA FE	AVE	COMPTON	2,063.20
6181001008	MC AUTOMOTIVE	718	LONG BEACH	BLVD	COMPTON	529.91
1795780170	WEST COAST DENTA	1633	ALAMEDA	ST	COMPTON	2,014.02
6184005022	CPT SHOES	1800	ROSECRANS	BLVD	COMPTON	1,870.11
7318001062	NATIONAL RETAIL	1620	WILMINGTON	AVE	COMPTON	1,870.11
7319028059	NOBLE HOUSE HOME	1714	ANDERSON	AVE	COMPTON	1,796.29
6163021017	FRANK DARMIENTO	102	BENNETT	ST	COMPTON	1,714.36
6178001017	CECILIA BARNETT	115	CHESTER	AVE	COMPTON	1,694.20
6137011018	CASPER ANDREWS	2025	COMPTON	BLVD	COMPTON	1,577.13
720410000	THE ORIGINAL SCR	1703	ALONDRA	BLVD	COMPTON	1,444.70
4547010001	COMMUNITY PHYSIC	725	LONG BEACH	BLVD	COMPTON	1,430.38
6179010035	NORA NATARAJAN	800	COMPTON	BLVD	COMPTON	1,399.52
6177005008	ABELINO ROSAS	1716	LONG BEACH	BLVD	COMPTON	234.02
6147006023	FINE ARTIST HOME	1927	EL SEGUNDO	BLVD	COMPTON	1,268.36
6164011018	MARIA JOHNSON	1411	LONG BEACH	BLVD	COMPTON	1,268.36
6178024011	STEVE NOU	511	LONG BEACH	BLVD	COMPTON	1,268.36
6183002017	BELTRAN BROTHER	308	LONG BEACH	BLVD	COMPTON	1,268.36
6142014902	TOMMORROWS AERON	961	ALONDRA	BLVD	COMPTON	1,235.50
6181023030	VICTORY OUTREACH	4205	ALONDRA	BLVD	COMPTON	1,222.67
6169020002	TORIBIO & MARIA	503	BANNING	ST	COMPTON	1,052.85
6169036007	UNITED ENGINE &	539	CARLIN	AVE	COMPTON	1,047.85
6167031001	HORN AUTO BODY &	1411	LONG BEACH	BLVD	COMPTON	936.08
1668230000	GRAPHIC PRINTS,	1200	KONA	DR	COMPTON	906.72
6169024023	B YEARBROUGH	2515	SANTA FE	AVE	COMPTON	873.91
6178022038	WOUNDED ENTERPRI	1318	ROSECRANS	AVE	COMPTON	820.67
7318013033	MTA BLUE LINE ST	1920	ACACIA	AVE	COMPTON	752.41
6179006037	JORGE OLIVERA	711	ALONDRA	BLVD	COMPTON	732.60
6183013023	CHOUNG MIN HAN	2015	COMPTON	BLVD	COMPTON	717.24
6137011027	JUICE ME	2105	COMPTON	BLVD	COMPTON	699.76
6141013086	TOMORROWS AERONA	950	ALONDRA	BLVD	COMPTON	699.76
6153003017	CARVER FOURSQUAR	717	CHERRY	ST	COMPTON	699.76
6153014006	LILIANA PULIDO	537	ROSECRANS	AVE	COMPTON	699.76

6156016053	FASSIL HAWAZ	995	COMPTON	BLVD	COMPTON	699.76
6156016064	919 W COMPTON BL	919	COMPTON	BLVD	COMPTON	699.76
6166016002	COMMUNITY LEGAL	331	COMPTON	BLVD	COMPTON	699.76
6167034016	FIVE STARS	1121	ROSECRANS	AVE	COMPTON	699.76
6169021021	FAIN FAMILY TRUS	501	BANNING	ST	COMPTON	699.76
6179028022	IMRAN M BHOLOT	605	LONG BEACH	BLVD	COMPTON	699.76
6180006016	MASJID AR-RASHID	2226	COMPTON	BLVD	COMPTON	699.76
6183025004	NEW BRIGHTER DAY	1546	COMPTON	BLVD	COMPTON	699.76
6183022003	ELLEN WATSON	1820	COMPTON	BLVD	COMPTON	685.37
3283830001	SUBWAY #10434	1720	ROSECRANS	AVE	COMPTON	671.28
6178020020	EVERY MOVE MATTE	1333	COMPTON	BLVD	COMPTON	641.47
6166017019	GODS PRECIOUS LI	203	SPRING	AVE	COMPTON	636.05
6143009027	NIA YARBROUGH	400	CENTRAL	AVE	COMPTON	627.94
7302002016	KATHY'S BEAUTY S	1337	LONG BEACH	BLVD	COMPTON	599.76
6178019001	TESHOME WOLDEMAG	1239	COMPTON	BLVD	COMPTON	585.65
6179026037	THE HAIR EXPERIE	1236	COMPTON	BLVD	COMPTON	532.98
6151001008	HOGAN HOSKINS	1002	WILMINGTON	AVE	COMPTON	232.51
6178001030	RONY CALDERON	729	COMPTON	BLVD	COMPTON	504.53
6178019005	JOSE CONTRERAS	1225	COMPTON	BLVD	COMPTON	498.10
6166012015	GREATER UNION BP	714	TAMARIND	AVE	COMPTON	468.04
6157017095	CYNTHIA SAUNDERS	515	PALM	ST	COMPTON	213.95
6141014033	CHARLOTTE THOMAS	1045	GUNLOCK	AVE	COMPTON	295.06
6162004036	LUIS ZEPEDA	627	BENNETT	ST	COMPTON	285.04
6164010025	SHAWNS LIQUOR	1333	LONG BEACH	BLVD	COMPTON	243.11
615166140	AVA ENVIRONMENTA	306	WILMINGTON	AVE	COMPTON	236.88
6178024014	MARGARITA AUDETA	427	LONG BEACH	BLVD	COMPTON	236.88
6153015900	CARLOS ARANDA	405	ROSECRANS	AVE	COMPTON	203.24
6181001005	SERENITY GRACE	710	LONG BEACH	BLVD	COMPTON	186.26
6153026019	IMELDA MARIN	1701	WILLOWBROOK	AVE	COMPTON	177.66
6146009004	CYNTHIA GREER	1323	132ND	ST	COMPTON	148.52
7302016015	HBY, INC	1110	LONG BEACH	BLVD	COMPTON	132.63
6157011010	AURORA MUNEZ CUR	332	ELM	ST	COMPTON	130.86
6167005022	SUB PROPERTIES	1501	ALAMEDA	ST	COMPTON	72.22
7301023027	ALYSIA RIVERS	1408	BUTLER	AVE	COMPTON	63.22
6144019005	MARCIA E ZURIC	971	ROSECRANS	AVE	COMPTON	59.22
3241410000	AUSTIN HERNANDEZ	1331	COMPTON	BLVD	COMPTON	44.98

6162009017	MIGUEL HERNANDEZ	525	TICHENOR	ST	COMPTON	30.82

July 23, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-1.9 (a) OF THE COMPTON MUNICIPAL CODE GOVERNING THE AGENDA PREPARATION PROCEDURE FOR THE CITY OF COMPTON**

BACKGROUND

The Compton Municipal Code Section 2-1.9 (a) presently addresses the manner in which the agenda in prepared. However, the City Manager would like to amend the manner in which the items are prepared and City Council is agreeance with the revisions set forth.

FINANCIAL IMPACT

There is no fiscal impact at this time

RECOMMENDATION

Staff recommends that the City Council pass the ordinance of amending section 2-1.9 (a) of the Compton Municipal Code governing the agenda preparation procedure for the City of Compton.

WILLIE A. HOPKINS, JR.
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-1.9 (a) OF THE COMPTON MUNICIPAL CODE GOVERNING THE AGENDA PREPARATION PROCEDURE FOR THE CITY OF COMPTON

WHEREAS, Compton Municipal Code Section 2-1.9 (a) presently addresses the manner in which the agenda is prepared; and

WHEREAS, the City Manager is requesting to amend section 2-1.9 (a); and

WHEREAS, the City Manager and the City Council of the City of Compton desire to revise the ordinance and streamline the process by which the agenda for the City of Compton is prepared.

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

Section 1. That Chapter 2-1.9 (a) is hereby amended in its entirety to read as follows:

2-1.9 Agenda Preparation Procedure. The City Clerk shall prepare an agenda prior to each meeting of the City Council as follows:

a. Each item intended to be brought up at the meeting for discussion and/or action shall be listed on the agenda. Matters may be placed on the agenda at the request of any member of the City Council. All submissions are subject to City Attorney or special counsel to the City Council or City Manager approval as to form only. If the City Attorney or special counsel fails to approve the matter "as to form," such action by the City Attorney or special counsel shall not prevent or prohibit the agenda item from being considered or approved by the City Council. The forgoing sentence shall also apply to any contracts subject to review and approval by the City Council and/or City Manager. All items for the agenda shall be submitted to the City Manager. The City Manager will cause the appropriate staff report to be prepared so that the matter may be scheduled to be placed on the agenda no later than the third regular meeting after its submission.

Section 2. The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be posted in the manner required by law,

Section 3. This Ordinance shall be effective thirty (30) days following its adoption.

Section 4. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, City Treasurer and City Controller Department.

Section 5. The Mayor shall sign and the City Clerk shall attest to the adoption of this ordinance.

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

July 23, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY CONTROLLER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE AN AMENDMENT TO THE CITY CONTROLLER'S DEPARTMENT FY2024-2025 BUDGET, AND TO AUTHORIZE THE CITY MANAGER TO OPEN A NEW PURCHASE ORDER TO TANDYM GROUP LLC, AND ROBERT HALF INTERNATIONAL INC. FOR CONTINUAL ACCOUNTING TEMP AGENCY SERVICES ($75,000 FOR ALL AGREEMENTS COMBINED).**

SUMMARY

Adoption of the attached Resolution will authorize the amendment to the City Controller's Department FY2024-2025 budget, and to establish a new Purchase Order of Seventy-Five Thousand Dollars ($75,000) for the combined services of Tandym Group LLC and Robert Half International Inc.

BACKGROUND

Resolutions #25,879 and #25,983 authorized the City Manager to execute the initial agreement and extend the use of services from a Temp Agency for temporary staffing to assist in achieving compliance with the State Auditor, State Controller, and External Auditor's recommendations for continuous staffing of qualified personnel. The City Controller requested the use of a Temp Agency, as it would be beneficial for the City to use temporary staff in the interim until the hiring process has been completed. Currently, the City Controller's Department has been using the combined services of Robert Half International Inc. and Tandym for temporary staffing.

The term of the agreement was approved from July 25, 2023 through July 31, 2024. The Controller's Department has been using (3) months increments to temporarily staff the office until the recruitment process was completed. Purchase Orders were approved reflecting this (3) months incremental time period in the amount of Seventy-Five Thousand Dollars ($75,000) per period for the services. The Purchase Orders covered the periods of August-October 2023 and November 2023-January 2024. The funds for these Purchase Orders have been exhausted.

STATEMENT OF THE ISSUE

The recruitment for the Accountant I, Accountant II, and Accounting Specialist positions are still a work in progress and the expected duration for the use of the Temp Agencies have expired again.

The roles of these positions are needed as current, and foreseeable, expectations require their obligations and skill sets. The Controller's Department will continue to work with the Human Resources Department to fill the vacancies in the office. In adherence to the State of California Auditor's deadlines, the roles of these positions are pivotal, and a delay in progress will not be in the best interest of the City, as timely and legally required functions of the City Controller's Department could be at risk if the staffing is not sufficiently maintained by the help of the temp agencies.

With the need to continue the use of the temp agencies for maintaining operations, the Controller's Department has attempted to meet with the Bargaining Unit of the said positions again, but was unsuccessful in arranging a meeting.

Staff is requesting for the approval of an amendment to the City Controller's Department FY2024-2025 budget, and to establish a new Purchase Order of Seventy-Five Thousand Dollars ($75,000) for the combined services of Tandym Group LLC and Robert Half International Inc, since the funds of the previous Purchase Orders have been exhausted.

FISCAL IMPACT

The cost for these services is not to exceed Seventy-Five-Thousand Dollars ($75,000). A budget amendment to the FY2024-2025 City Controller's Department Budget is being requested for the following:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept Other Professional Services	$75,000

A new Purchase Order for Seventy-Five Thousand Dollars ($75,000) is also being requested to be authorized to be issued to either firm or to all firms with a total-combined, but not-to-exceed the spending amount of Seventy-Five Thousand Dollars ($75,000), out of the following account:

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services Controller's Department	$75,000

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution to authorize the City Manager to approve a budget amendment to the City Controller's Department FY2024-2025 budget and to open a Purchase Order for Tandym Group LLC, and Robert Half International Inc. for Accounting Temp Agency Services.

SHARON RAHBAN NAVIZADEH
CITY CONTROLLER

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE AN AMENDMENT TO THE CITY CONTROLLER'S DEPARTMENT FY2024-2025 BUDGET, AND TO AUTHORIZE THE CITY MANAGER TO OPEN A NEW PURCHASE ORDER TO TANDYM GROUP LLC, AND ROBERT HALF INTERNATIONAL INC. FOR CONTINUAL ACCOUNTING TEMP AGENCY SERVICES ($75,000 FOR ALL AGREEMENTS COMBINED).

WHEREAS, Resolutions #25,879 and #25,983 authorized the City Manager to execute the initial agreement and extend the use of services from a Temp Agency for temporary staffing to assist in achieving compliance with the State Auditor, State Controller, and External Auditor's recommendations for continuous staffing of qualified personnel; and

WHEREAS, the City Controller requested the use of a Temp Agency, as it would be beneficial for the City to use temporary staff in the interim until the hiring process has been completed; and

WHEREAS, Currently, the City Controller's Department has been using the combined services of Robert Half International Inc. and Tandym for temporary staffing; and

WHEREAS, the term of the agreement was approved from July 25th, 2023 through July 31st, 2024; and

WHEREAS, the Controller's Department has been using (3) months increments to temporarily staff the office until the recruitment process was completed; and

WHEREAS, Purchase Orders were approved reflecting this (3) months incremental time period in the amount of Seventy-Five Thousand Dollars ($75,000) per period for the services. The Purchase Orders covered the periods of August-October 2023 and November 2023-January 2024. The funds for these Purchase Orders have been exhausted; and

WHEREAS, The Controller's Department will continue to work with the Human Resources Department to fill the vacancies in the office; and

WHEREAS, the recruitments from the Accountant I, Accountant II, and Accounting Specialist positions are still a work in progress and the expected duration for the use of the Temp Agencies have expired again; and

WHEREAS, the roles of these positions are needed as current, and foreseeable, expectations require their obligations and skill sets. In adherence to the State of California Auditor's deadlines, the roles of these positions are pivotal, and a delay in progress will not be in the best interest of the City, as timely and legally required functions of the City Controller's Department could be at risk if the staffing is not sufficiently maintained by the help of the temp agencies; and

WHEREAS, with the need to continue the use of the temp agencies for maintaining operations, the Controller's Department has attempted to meet with the Bargaining Unit of the said positions again, but was unsuccessful in arranging a meeting; and

WHEREAS, staff is requesting for the approval of an amendment to the City Controller's Department FY2024-2025 budget, and to establish a new Purchase Order of Seventy-Five Thousand Dollars ($75,000) for the combined services of Tandym Group LLC and Robert Half International Inc, since the funds of the previous Purchase Orders have been exhausted; and

WHEREAS, the cost for these services is not to exceed Seventy-Five-Thousand Dollars ($75,000). A budget amendment to the FY2024-2025 City Controller's Department Budget is being requested for the following:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept Other Professional Services	$75,000

WHEREAS, a new Purchase Order for Seventy-Five Thousand Dollars ($75,000) is also being requested to be authorized to be issued to either firm or to all firms with a total-combined, but not-to-exceed the spending amount of Seventy-Five Thousand Dollars ($75,000), out of the following account:

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services	$75,000

WHEREAS, staff recommends that the City Council adopt the attached Resolution to authorize the City Manager to approve a budget amendment to the City Controller's Department FY2024-2025 budget and to open a new Purchase Order for Tandym Group LLC, and Robert Half International Inc. for Accounting Temp Agency Services; and

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

SECTION 1. That the City Controller's Department Fiscal Year 2024-2025 Budget is authorized to be amended as follows:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept Other Professional Services	$75,000

SECTION 2. That a new Purchase Order shall be issued to either firm or to all firms with a total combined, but not-to-exceed spending amount of Seventy-Five-Thousand Dollars ($75,000), out of the following account:

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services Controller's Department	$75,000

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

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

ADOPTED this _____ day of _____, 2024.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CLERK OF THE CITY OF COMPTON

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

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

RESOLUTION NO. 25,879

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENTS WITH HELPMATES STAFFING SERVICES LLC, CENTURY GROUP, TANDYM GROUP LLC, AND WITH ROBERT HALF INTERNATIONAL INC FOR ACCOUNTING TEMP AGENCY SERVICES, TO AUTHORIZE AN AMENDMENT TO THE CITY CONTROLLER'S DEPARTMENT FY2023-2024 BUDGET, AND TO AUTHORIZE A PURCHASE ORDER ($75,000.00 FOR ALL AGREEMENTS COMBINED).

WHEREAS, the State of California State Auditor's Department issued an Audit report to the City in October of 2022. This report had findings and recommendations for various areas of improvement needed for the City. A few of the recommendations included in this report were (on page 4 and 6 of the report) stated as the following,

"By July 2023, direct the City Manager to make efforts to fully staff the human resources department and the City Controller's office with qualified individuals to ensure that these departments can address Compton's broader, chronic issues related to staffing and finances. The level of staffing in the departments should be sufficient for the successful performance of key tasks, including those listed in our recommendations"

"By July 2024, the City Council should ensure that the City has issued its audited financial statements for fiscal years 2020-21, 2021-22, and 2022-23. The Council should adopt a requirement that, for subsequent years, the City must issue complete audited financial statements by six months after the end of the fiscal year. To ensure that it has the ability to meet this requirement, the City should consider measure such as increasing staff in the City Controller's office and training them on their responsibilities for preparing the financial statements."

"By December 2024, Compton should resolve all of the audit findings it has received that predate its fiscal year 2020-21 audited financial statements and any findings from subsequent audit reports, including findings related to improving financial controls."

WHEREAS, prior to the State Auditor's Report of October of 2022, there were also audit findings and recommendations to enhance the staffing in the City Controller's department that were published in the City's Single Audit Report and in the State Controller's Audit Report of 2018. The audit findings from the State Controller's Audit Report were combined with the City's external auditor (Eadie & Payne LLC)'s audit findings and were stated in the Fiscal Year 2019-2020 Single Audit report as follows:

The City has received 9 findings from the State Controller's office and from Eadie and Payne LLP external audit firm during FY2018- FY2020 as follows:

Finding Number	Finding Title	Recommendation
2014-074B	Commitment to Competence (SD)	We recommend that the City implement a remedial action plan to adequately staff the departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff member are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the

		processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information
2014-062A	Turnover and Lack of Consistent Leadership (MW)	Recommendation: The SCO recommended that the City evaluate its hiring practices for its upper management positions. In addition, the SCO recommended that the City develop a succession plan that will help it to ensure continued leadership even during management turnover. E+P concurs with the SCO finding and recommendation.
2014-064A	Lack of Adequate Staff Performing Critical Functions (MW)	Recommendation: The SCO recommended that the City implement a remedial action plan to adequately staff the noted departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, the SCO recommended that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information.
2014-085B	Management Philosophy and Operating Style (SD)	Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information.
2014-089B	Organizational Structure (MW)	Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available
2014-091B	Organizational Structure (MW)	Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.

2014-116B	Information (SD)	Recommendation: We recommend that the City assign a higher priority to, and direct more resources towards completing, its audited financial statements by the deadline of no later than six months after fiscal year-end.
2014-072B	Commitment to Competence (SD)	Recommendation: We recommend the City implement a remedial action plan to adequately staff the departments that are short on staff. In addition, we recommend the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.
2014-073B	Commitment to Competence (SD)	Recommendation: We recommend the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.

WHEREAS, in order to comply with the State Auditor, State Controller, and External Auditor recommendations for continuous staffing of qualified personnel, the City Controller is requesting that an agreement with at least one Temp Agency (a Temp Agency is firm that provides a pool of staff in a particular industry, for organizations that need assistance with maintaining sufficient, qualified staff on an on-going basis) be approved so that operations can be maintained.

WHEREAS, a Meet and Confer with affected Bargaining Unit representatives has already taken place on February 9th, 2023, and an agreement was reached that all other routine avenues of staffing the department were exhausted and that a temp agency would be the only avenue at this time to assist the Controller's Department to fulfill the requirements of the various auditing authorities through staffing.

WHEREAS, Controller Department staff has searched for quotes for accountants from various temp agencies specializing in Accounting staff.

WHEREAS, Section 4-11.7.d of the Municipal Code states the following in regards to competitive bidding requirements for accountants:

> *"Except as otherwise provided in Section 1409 of the City Charter, state, or federal law, the competitive bidding requirements of this section shall not apply in the following circumstances:*
>
> *d. Any contract for professional services; such as, but not limited to, attorneys, physicians, architects, engineers, consultants, accountant, specialized printers or other individuals or organizations possessing a high degree of professional, unique, specialized or technical skill or expertise. Selection of professional services providers shall be on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price."*

WHEREAS, careful scrutiny has been placed by the City Controller Department staff on achieving qualified temporary candidates at a reasonable price by the comparison of various quotes of hourly rates and qualifications listed by temp agency candidate resumes. It is not feasible to know at the time of this agenda item the actual temp candidate that will be brought on-board since the pool of candidates maintained by different temp agency firms changes daily.

WHEREAS, currently there are two permanent vacancies in the Accounting Specialist position (due to a retirement and selection of internal candidate for the Financial Analyst position recruitment), and one temporary vacancy in the Accounting Specialist position (due

to a temporary move up opportunity of an existing Accounting Specialist into an Accountant I position). Additionally, there is one permanent vacancy for an Accountant II position. There is an on-going recruitment for Accounting Specialist for the permanent vacancies. The recruitment for Accountant II has not yet begun. The Controller's office is also waiting for a recruitment of Internal Auditor to be completed which may also affect the temporary vacancy in one of the Accounting Specialist positions.

WHEREAS, different temp agency firms have different candidates with different backgrounds, experiences, and different hourly rates who are available at different times. Therefore, agreements with four firms are being requested so that the most advantageous candidate can be selected at the best hourly rate from any of the firms. This approach increases the opportunities for the City to achieve its objectives at the lowest possible rate.

WHEREAS, the cost for these services is not to exceed Seventy-Five-Thousand Dollars ($75,000.00), which is $25,000.00 per vacancy, per the negotiation with the affected Bargaining Unit. A budget amendment to the FY2023-2024 City Controller's Department Budget is being requested for the following:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000.00

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept Other Professional Services	$75,000.00

WHEREAS, a purchase order for Seventy-Five-Thousand Dollars ($75,000.00) is also being requested to be authorized to be issued to either firm or to all firms with a total-combined not-to-exceed-spending-amount of Seventy-Five-Thousand Dollars ($75,000.00), out of the following account.

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services	$75,000.00

WHEREAS, it is recommended that the City Council adopt the attached Resolution to approve the agreements and to authorize the City Manager to open a purchase order to Helpmates Staffing Services LLC, Century Group, Tandym Group LLC, and with Robert Half International Inc. for Accounting Temp Agency Services.

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

SECTION 1. That the City Manager is hereby authorized to enter into a professional services agreement with Helpmates Staffing Services LLC, with Century Group, with Tandym Group LLC, and with Robert Half International Inc. for Accounting Temporary Staffing Services.

SECTION 2. That the City Council hereby authorizes a term ending July 31st, 2024 for Temporary Staffing Services with Helpmates Staffing Services LLC, Century Group, Tandym Group LLC, and with Robert Half International Inc. at a cost not-to-exceed Seventy-Five-Thousand Dollars ($75,000.00).

SECTION 3. That the term of the agreements will begin on July 25th, 2023 and end on July 31, 2024.

SECTION 4. That the City Controller's Department Fiscal Year 2023-2024 Budget is authorized to be amended as follows:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000.00

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept Other Professional Services	$75,000.00

SECTION 5. That the amount of Seventy-Five-Thousand Dollars ($75,000.00) will be available in the Fiscal Year 2023-2024 Budget allocated from account number 1001-650-000-4262 General Fund, Other Professional Services account.

SECTION 6. That a purchase order shall be issued to either firm or to all firms with a total-combined not-to-exceed-spending-amount of Seventy-Five-Thousand Dollars ($75,000.00), out of the following account.

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services	$75,000.00

SECTION 7. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, and City Controller.

SECTION 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 25th day of JULY, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 25th day of JULY, 2023.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 25,983

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE AN AMENDMENT TO THE CITY CONTROLLER'S DEPARTMENT FY2023-2024 BUDGET AND TO AUTHORIZE THE CITY MANAGER TO OPEN A PURCHASE ORDER TO TANDYM GROUP LLC, AND ROBERT HALF INTERNATIONAL INC. FOR ACCOUNTING TEMP AGENCY SERVICES ($75,000 FOR ALL AGREEMENTS COMBINED)

WHEREAS, in order to achieve compliance with the State Auditor, State Controller, and External Auditor's recommendations for continuous staffing of qualified personnel, the City Controller requested the use of a Temp Agency, as it would be beneficial to have temporary staff available in the interim until the hiring process has been completed; and

WHEREAS, Resolution #25,879 authorized the City Manager to execute agreements with Helpmates Staffing Services LLC, Century Group, Tandym Group LLC, and Robert Half International Inc for accounting temp services.

WHEREAS, staff was unable to commence services with Century Group and Helpmates Staffing Services due to the City not receiving the required documentation to commence services; and

WHEREAS, the purpose of the Temp Agency was to provide a pool of staff to assist with maintaining sufficient, qualified staff in the Controller's office, so that operations can be maintained; and

WHEREAS, the term of the agreement was approved from July 25th, 2023 through July 31st, 2024; and

WHEREAS, a Purchase Order was approved for Seventy-Five Thousand Dollars ($75,000) for the services; and

WHEREAS, the funds for these services was expected to cover a three (3) month time span (August-October of 2023) while the Controller's Department's staffing vacancies were being filled. The approved Purchase Order funds have now been exhausted, and the Controller's office staffing levels are still a work in progress; and

WHEREAS, the Accountant I, Accountant II, and Accounting Specialist positions have not been completely filled and the original expected duration for the use of the Temp Agencies have expired; and

WHEREAS, in 2022, a recruitment for the Accounting Specialist position was successfully done, but due to a promotional advancement and temporary move-ups, there are remaining vacancies in the department; and

WHEREAS, in November 2023, the recruitment for the Accounting II position began and we anticipate a positive outcome; and

WHEREAS, the City Controller's office has and will continue to work with Human Resources to fill these vacancies; and

WHEREAS, the roles of these positions are needed as the City has new legal requirements for payroll, in which more Controller Accounting staffing resources will be needed to assist the Payroll Division; and

WHEREAS, in adherence to the State of California Auditor's deadlines, the roles of these positions are pivotal, and a delay in progress will not be in the best interest of the City, as timely and legally required payroll dates and vendor payments could be at risk if the staffing is not sufficiently maintained by the help of the temp agencies; and

WHEREAS, with the need to continue the use of the temp agencies for maintaining operations, the Controller's office has attempted to meet with the Bargaining Unit of the said positions again, but was unsuccessful in arranging a meeting due to the lack of availability or non-response from most of the board members; and

WHEREAS, staff is requesting for the approval of an amendment to the City Controller's Department FY2023-20234 budget and to establish a new Purchase Order of Seventy-Five Thousand Dollars ($75,000) for the combined services of Tandym Group LLC and Robert Half International Inc, since the last ones has been exhausted; and

WHEREAS, the cost for these services is not to exceed Seventy-Five-Thousand Dollars ($75,000). A budget amendment to the FY2023-2024 City Controller's Department Budget is being requested for the following:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept Other Professional Services	$75,000

WHEREAS, a Purchase Order for Seventy-Five Thousand Dollars ($75,000) is also being requested to be authorized to be issued to either firm or to all firms with a total-combined, but not-to-exceed the spending amount of Seventy-Five Thousand Dollars ($75,000), out of the following account:

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services	$75,000

WHEREAS, staff recommends that the City Council adopt the attached Resolution to authorize the City Manager to approve a budget amendment to the City Controller's Department FY2023-20234 budget and to open a new Purchase Order for Tandym Group LLC, and Robert Half International Inc. for Accounting Temp Agency Services; and

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

SECTION 1. That the City Controller's Department Fiscal Year 2023-2024 Budget is authorized to be amended as follows:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept Other Professional Services	$75,000

SECTION 2. That a new Purchase Order shall be issued to either firm or to all firms with a total combined, but not-to-exceed spending amount of Seventy-Five-Thousand Dollars ($75,000), out of the following account:

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services	$75,000

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

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

ADOPTED this 20th day of FEBRUARY, 2024.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 20th day of FEBRUARY, 2024.

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

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

CITY CLERK OF THE CITY OF COMPTON

Controller's Office
2023 SEP 12 AM 11:33

RECRUITING AND STAFFING SERVICES AGREEMENT

This Recruiting and Staffing Services Agreement ("Agreement"), dated as 07/28/2023 (the "Effective Date"), is made by and between Tandym Group, LLC, with offices at 675 Third Avenue, 5th Floor, New York, NY 10017, ("Tandym") and City of Compton, with offices at 205 S Willowbrook Avenue, Compton, CA 90220 (the "Client").

In consideration of the mutual covenants and undertakings set forth herein, the sufficiency of which is hereby acknowledged, Tandym and Client agree as follows:

1. **Client Request**. For any recruiting or staffing services to be provided by Tandym to Client, Client will specify in writing ("Request"), at minimum: (a) whether the position to be filled is temporary or direct hire; (b) the job description, duties, and work location of the role; (c) any required education, experience, training, certificates, or licenses; (d) anticipated compensation; (e) whether any pre-employment screening such as criminal background checks, MVR searches, drug tests, education, certification, license verification, and/or the existence of non-competes or other restrictive covenant agreements, is required, and the scope thereof; and (e) any agreements that a Client wishes a candidate to sign.

2. **Direct Hire Services**. Where Client requests Direct Hire services, Tandym will refer candidates ("Candidates") that meet or exceed Client's requirements for a direct hire role.
   a. Tandym shall have earned a Placement Fee for any Candidate hired by Client and/or its affiliates or subsidiaries in the amount of twenty (20.0%) of the annualized first-year guaranteed compensation to be paid by Client to the Candidate for any Candidate hired or otherwise engaged for the provision of services by Client and/or its affiliates or subsidiaries for any role within one (1) year of the date of first presentment by Tandym or most recent interview by Client, whichever is later. Client and/or its affiliates, or subsidiary companies must notify us within 10 (ten) calendar days if a candidate has already been presented by another source, and no fee will be due. Failure to notify us of previously presented candidate within 10 (ten) calendar days will result in a presumption that any hiring or signing of the Candidate to a contract was due to a referral by our firm, in such case our fee will be paid in full. We reserve the right to request proof that the candidate was previously presented.

   b. Tandym will invoice the Client for the Placement Fee on the date the candidate commences employment, and are due within 60 calendar days following the date of the invoice. In the event Candidate is terminated (provided that the resignation or termination is not the result of, or in connection with a reduction-in-force, lay-off, down-sizing, reorganization, acquisition, merger, Customer exiting a particular line of business, material change in role, material change in resource allocations) within 30 days of commencement of employment, Tandym will use best efforts to provide a replacement, at no further cost, or provide 100% refund upon Client request. Additionally, Tandym will endeavor to provide a replacement with a comparable salaried person, at no additional cost to the Client, if termination/resignation should occur within 31 to 90 days. This and any other written or implied guarantee or discount is contingent upon payment of all invoices. All outstanding balances not paid within 90 days of the invoice date shall be subject to a late payment charge of 1.5 percent per month.

3. **Staffing Services**. Where Client requests Staffing services, TANDYM will recruit, interview, screen, verify employment authorization, employ (or, in the case of an independent contractors, engage), and refer candidates ("Assigned Staff") that meet or exceed Client's requirements for a temporary role.
   a. For all Assigned Staff, TANDYM shall be responsible for the payment of wages, provision of benefits, withholding and transmission of payroll taxes, unemployment insurance and workers' compensation as required by law, maintenance of employment records, providing health coverage as required by the Affordable Care Act (ACA), discipline and coaching based on Client feedback and, where requested by Client, removal from Assignment.
   b. TANDYM will advise Assigned Staff that they are not employees of Client and not entitled to vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by Client to its employees. Where required by Client, TANDYM shall require Assigned Staff to sign agreements with respect to maintaining confidentiality of Client information and assignment to Client of intellectual property rights in work performed on assignment with Client.

   c. If Client hires, retains, or otherwise directly or indirectly engages any Assigned Staff during an assignment or up to one (1) year thereafter, Client shall notify Tandym within ten (10) days of the commencement of such individual's

employment, retention, or engagement and pay to Tandym a Conversion Fee based upon the annualized guaranteed compensation to be paid to such converted Assigned Staff in their first year of employment by Client, as detailed below ("Conversion Fee"). There shall be no Guarantee Period for converted Assigned Staff. Conversion Fees are due within thirty (30) days of the commencement of the converted Assigned Staff's employment or engagement with Client. Any visa-sponsored staff are not eligible for conversion. This section shall survive termination of this Agreement for any reason.

Conversion Fee	Billable Hours Worked On Assignment
20%	0-520
10%	521-850
5%	851 and up

d. For all Assigned Staff on Assignment, Client will be responsible for (i) supervision, direction, and control of Assigned Staff activities while on assignment, (ii) providing any equipment or training required for the Assignment; (iii) providing workplace that complies with applicable federal, state and local laws including, but not limited to those laws mandating workplace safety requirements (including those of the Occupational Safety and Health Administration); (iv) providing rest and meal breaks where required by law; (v) not allowing Assigned Staffs to operate any vehicle or motorized equipment; (vi) employing reasonable controls to safeguard its physical property, confidential information, and intellectual property; (vii) not changing Assigned Staff's work site or job duties without prior written approval by Tandym.

e. Hourly Bill Rate for Accountant II position will not exceed $72/hr. Hourly Bill Rate for Accounting Specialist position will not exceed $47/hr.

4. **Staffing Services Fees.**

a. Fee rates for Assigned Staff services will be agreed to in writing on a per-role basis. Client will be invoiced on a weekly basis for hours worked by Assigned Staff, plus any applicable sales tax and approved expenses. Client shall be responsible for all fees and costs associated with providing Assigned Staff to Client, including, but not limited to pre-employment screenings, additional Client-mandated training and orientation, travel, lodging, orientation periods, and legally-mandated paid leave. Tandym will apply interest in the amount of one and one-half percent (1.5%) per annum on any amounts that remain outstanding past their due date.

b. If changes to applicable law result in an increase of labor costs of Assigned Staff (including, but not limited to wages, payroll taxes, and paid leave), Client will additionally pay the amount of any such costs until the parties agree on new bill rates. Tandym fee rates will be adjusted upward annually to account for inflation based upon the *U.S. Consumer Price Index for All Urban Consumers, All Items, U.S. City Average*, with a maximum adjustment of three percent (3%) per annum.

c. Unless a specific exemption applies under applicable law, Assigned Staff are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. Any overtime worked by nonexempt Assigned Staff shall be billed at the applicable overtime multiple (i.e. 1.5x regular rate of pay). Payment for Assigned Staffing services is due within sixty (60) days of Client's receipt of our invoice.

d. Time worked by Assigned Staff on Holidays will be billed at one and one-half times normal bill rate. Holidays will include: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

e. Client shall utilize Tandym's time tracking system for Assigned Staff, and shall designate a member of its staff who will be authorized to approve Assigned Staff time records. Time records approved by Client will be conclusive as to the Assigned Staff time worked, that the work performed by Assigned Staff was to Client's satisfactions, and that Client will pay for all such time worked at agreed-upon rates. Tandym may approve timesheets on Client's behalf if such timesheet is not approved within ten (10) days of the approval deadline. Client shall not ask any

Assigned Staff to perform services "off the clock." Client shall promptly notify Tandym of any issues with Assigned Staff. If Client disputes any portion of Tandym invoice, Client shall pay the undisputed portion. Any such issues, including but not limited to time record disputes, not reported to Tandym by Client within ten (10) days of the approval deadline shall be deemed waived.

5. **Compliance.**
   a. Client and Tandym affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. Client and Tandym agree that they shall not, and shall not permit, unlawful harassment, discrimination, or retaliation against any Candidate, or Assigned Staff on the basis of such individual's race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such unlawful discrimination, harassment, or retaliation. In the event of that either party receives a complaint of unlawful discrimination, harassment, or retaliation by or against any Candidate or Assigned Staff, the parties agree to cooperate in the prompt investigation and resolution of such complaint.

   b. Both parties will comply with all applicable laws with regard to hiring practices including, but not limited to, those regulating inquires into salary and criminal history. Tandym will not perform any background screening unless requested by Client.
   c. Client shall be solely responsible for reviewing and evaluating the qualifications, credentials, experience, and pre-employment screening results of any Candidate or Assigned Staff referred by Tandym, including determining the acceptability and competence of such individuals. Client will immediately notify Tandym if any such individual is found to be unacceptable. Client acknowledges that the ultimate decision concerning Assigned Staff's credentials, background, and qualifications belongs to Client.

6. **Client Subsidiaries and Affiliates.** Any of Client's parents, subsidiaries, or affiliates ("Affiliates") may engage Tandym for the provision of services under this Agreement. In such event, all references to "Client" shall, for the purposes of those services only, refer to such Affiliate and Tandym shall, unless directed otherwise in writing, send any invoices directly to such Affiliate. Notwithstanding the foregoing, Client shall remain responsible for payment of any fees due with respect to services provided to a Client subsidiary or affiliate who has not entered into a separate written agreement with Tandym.

7. **Confidential Information and Intellectual Property.**

   a. The parties acknowledge that either may be granted access to the information of the other that is confidential or proprietary in connection with this Agreement. Any such information received by either party or the Assigned Employees shall be deemed to be confidential and proprietary information, and shall be held by the receiving party strict confidence and shall not be disclosed to any third parties or used for any purposes other than the performance of obligations under this Agreement.

   b. Client shall be, the sole and exclusive owner of all right, title, and interest, including all intellectual property rights, in and to the work performed by Assigned Staff while on assignment with Client ("Work Product"). Tandym agrees, and will cause Assigned Staff to agree, that Work Product shall be considered "work made for hire" for Client. To the extent that any Work Product does not constitute a "work made for hire," Tandym hereby irrevocably assigns, and shall cause the Assigned Staff to irrevocably assign to Client, without additional consideration, all right, title, and interest in and to Work Product, including all intellectual property rights therein. Tandym shall cause the Assigned Staff to irrevocably waive, to the extent permitted by applicable law, any and all claims such Assigned Staff may now or hereafter have in any jurisdiction to moral rights with respect to the Work Product. Where requested by Client, Tandym shall cause Assigned Staff to sign an agreement consistent with this section and take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Work Product.

8. **Term and Termination.** This Agreement shall commence on the Effective Date and continue until terminated by either party. Either party may terminate this agreement upon thirty (30) days written notice to the other party.

9. **Disputes and Indemnification.**

a. In the event that Client believes that Tandym is in breach of this Agreement, before terminating this Agreement or commencing any legal action, Client must provide Tandym with a detailed written notice of the alleged breach and an opportunity to cure such breach of no less than thirty (30) days. In the event of impossibility of performance due to circumstances beyond a party's control (i.e., force majeure), such non-performance shall be excused.
b. Client shall indemnify, hold harmless, and defend Tandym, its parents, affiliates, and their respective officers, members, directors, employees, agents, successors, and permitted assigns from and against all claims, losses, and liabilities, including reasonable attorneys' fees arising out of or resulting from (i) the acts or omissions of Client, its affiliates, and their respective employees, independent contractors, vendors; (ii) the acts or omissions of any individual hired or converted to be an employee of Client; or (iii) Client's breach of this Agreement. In the event Tandym is required to commence litigation to collect any amounts due under this Agreement, Client shall, in addition to any fee due to us, be responsible to reimburse Tandym for reasonable attorney fees incurred in connection with such litigation.
c. EXCEPT WITH RESPECT TO A DIRECT HIRE CANDIDATE DURING THEIR FIRST NINETY (90) DAYS OF EMPLOYMENT WITH CUSTOMER, TANDYM MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO PERFORMANCE OR FITNESS FOR EMPLOYMENT OF ANY DIRECT HIRE CANDIDATE OR ASSIGNED STAFF. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF TANDYM SHALL BE LIMITED TO THE TOTAL FEES PAID BY CLIENT WITHIN THE TWELVE (12) MONTHS PRECEEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.
d. The provisions of this section shall survive termination of this Agreement for any reason.

10. **Miscellaneous**.
a. This Agreement supersedes all prior and contemporaneous agreements and understandings, written or verbal, concerning the Services and constitutes the complete agreement and understanding between the parties with respect to the Services. No amendment or other modification to this Agreement shall be valid or binding unless in writing and signed by an authorized officer of each party. Captions and headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. Notwithstanding anything in the foregoing to the contrary, Company may, without breach or penalty, change the services outlined in this Agreement as necessary to comply with applicable law.
b. This agreement, and any disputes arising hereunder, shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any conflict or choice of law provisions thereof. Any legal action arising under or relating to this letter agreement shall be brought exclusively to the state or federal courts located in the State of California, County of Los Angeles. Except as specified herein, failure by a party to enforce its rights under this agreement shall not constitute a waiver of such right.
c. Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other Party.
d. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired and shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be replaced by a valid, legal, and enforceable provision that comes closest to the intent of the parties un the invalid, illegal, or unenforceable provision.
e. This Agreement may be executed in counterparts which, taken together, shall constitute one agreement and each party may execute this Agreement by signing such counterpart. Facsimile or electronic signatures will be treated as originals.

[INTENTIONALLY LEFT BLANK]

tandym

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement through their duly authorized representatives effective as of the Effective Date.

Tandym Group, LLC
By: Lorraine Ladd
Printed Name: Lorraine Ladd
Title: Senior Vice President
Date: 8.2.23

CITY OF COMPTON
Recommended for Approval:

By Sharon Rahban
Sharon Rahban Navizadeh, City Controller
City Controller Department

Dated: 9-6-23

Approved by:

Dated: 9/11/23

By _____
Jerry Groomes, City Manager

Approved as to form:

By Merle Greene III
Eric Perrodin, City Attorney
for

Dated: 9/11/23

ATTEST:

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

Dated: 9/12/23

By _____
Vernell McDaniel, City Clerk

RESOLUTION NO. 25,879

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENTS WITH HELPMATES STAFFING SERVICES LLC, CENTURY GROUP, TANDYM GROUP LLC, AND WITH ROBERT HALF INTERNATIONAL INC FOR ACCOUNTING TEMP AGENCY SERVICES, TO AUTHORIZE AN AMENDMENT TO THE CITY CONTROLLER'S DEPARTMENT FY2023-2024 BUDGET, AND TO AUTHORIZE A PURCHASE ORDER ($75,000.00 FOR ALL AGREEMENTS COMBINED).

WHEREAS, the State of California State Auditor's Department issued an Audit report to the City in October of 2022. This report had findings and recommendations for various areas of improvement needed for the City. A few of the recommendations included in this report were (on page 4 and 6 of the report) stated as the following,

"By July 2023, direct the City Manager to make efforts to fully staff the human resources department and the City Controller's office with qualified individuals to ensure that these departments can address Compton's broader, chronic issues related to staffing and finances. The level of staffing in the departments should be sufficient for the successful performance of key tasks, including those listed in our recommendations"

"By July 2024, the City Council should ensure that the City has issued its audited financial statements for fiscal years 2020-21, 2021-22, and 2022-23. The Council should adopt a requirement that, for subsequent years, the City must issue complete audited financial statements by six months after the end of the fiscal year. To ensure that it has the ability to meet this requirement, the City should consider measure such as increasing staff in the City Controller's office and training them on their responsibilities for preparing the financial statements."

"By December 2024, Compton should resolve all of the audit findings it has received that predate its fiscal year 2020-21 audited financial statements and any findings from subsequent audit reports, including findings related to improving financial controls."

WHEREAS, prior to the State Auditor's Report of October of 2022, there were also audit findings and recommendations to enhance the staffing in the City Controller's department that were published in the City's Single Audit Report and in the State Controller's Audit Report of 2018. The audit findings from the State Controller's Audit Report were combined with the City's external auditor (Eadie & Payne LLC)'s audit findings and were stated in the Fiscal Year 2019-2020 Single Audit report as follows:

The City has received 9 findings from the State Controller's office and from Eadie and Payne LLP external audit firm during FY2018- FY2020 as follows:

Finding Number	Finding Title	Recommendation
2014-074B	Commitment to Competence (SD)	We recommend that the City implement a remedial action plan to adequately staff the departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff member are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the

		processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information
2014-062A	Turnover and Lack of Consistent Leadership (MW)	Recommendation: The SCO recommended that the City evaluate its hiring practices for its upper management positions. In addition, the SCO recommended that the City develop a succession plan that will help it to ensure continued leadership even during management turnover. E+P concurs with the SCO finding and recommendation.
2014-064A	Lack of Adequate Staff Performing Critical Functions (MW)	Recommendation: The SCO recommended that the City implement a remedial action plan to adequately staff the noted departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, the SCO recommended that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information.
2014-085B	Management Philosophy and Operating Style (SD)	Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information.
2014-089B	Organizational Structure (MW)	Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available
2014-091B	Organizational Structure (MW)	Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.

2014-116B	Information (SD)	Recommendation: We recommend that the City assign a higher priority to, and direct more resources towards completing, its audited financial statements by the deadline of no later than six months after fiscal year-end.
2014-072B	Commitment to Competence (SD)	Recommendation: We recommend the City implement a remedial action plan to adequately staff the departments that are short on staff. In addition, we recommend the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.
2014-073B	Commitment to Competence (SD)	Recommendation: We recommend the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.

WHEREAS, in order to comply with the State Auditor, State Controller, and External Auditor recommendations for continuous staffing of qualified personnel, the City Controller is requesting that an agreement with at least one Temp Agency (a Temp Agency is firm that provides a pool of staff in a particular industry, for organizations that need assistance with maintaining sufficient, qualified staff on an on-going basis) be approved so that operations can be maintained.

WHEREAS, a Meet and Confer with affected Bargaining Unit representatives has already taken place on February 9th, 2023, and an agreement was reached that all other routine avenues of staffing the department were exhausted and that a temp agency would be the only avenue at this time to assist the Controller's Department to fulfill the requirements of the various auditing authorities through staffing.

WHEREAS, Controller Department staff has searched for quotes for accountants from various temp agencies specializing in Accounting staff.

WHEREAS, Section 4-11.7.d of the Municipal Code states the following in regards to competitive bidding requirements for accountants:

> *"Except as otherwise provided in Section 1409 of the City Charter, state, or federal law, the competitive bidding requirements of this section shall not apply in the following circumstances:*
>
> *d. Any contract for professional services; such as, but not limited to, attorneys, physicians, architects, engineers, consultants, accountant, specialized printers or other individuals or organizations possessing a high degree of professional, unique, specialized or technical skill or expertise. Selection of professional services providers shall be on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price."*

WHEREAS, careful scrutiny has been placed by the City Controller Department staff on achieving qualified temporary candidates at a reasonable price by the comparison of various quotes of hourly rates and qualifications listed by temp agency candidate resumes. It is not feasible to know at the time of this agenda item the actual temp candidate that will be brought on-board since the pool of candidates maintained by different temp agency firms changes daily.

WHEREAS, currently there are two permanent vacancies in the Accounting Specialist position (due to a retirement and selection of internal candidate for the Financial Analyst position recruitment), and one temporary vacancy in the Accounting Specialist position (due

to a temporary move up opportunity of an existing Accounting Specialist into an Accountant I position). Additionally, there is one permanent vacancy for an Accountant II position. There is an on-going recruitment for Accounting Specialist for the permanent vacancies. The recruitment for Accountant II has not yet begun. The Controller's office is also waiting for a recruitment of Internal Auditor to be completed which may also affect the temporary vacancy in one of the Accounting Specialist positions.

WHEREAS, different temp agency firms have different candidates with different backgrounds, experiences, and different hourly rates who are available at different times. Therefore, agreements with four firms are being requested so that the most advantageous candidate can be selected at the best hourly rate from any of the firms. This approach increases the opportunities for the City to achieve its objectives at the lowest possible rate.

WHEREAS, the cost for these services is not to exceed Seventy-Five-Thousand Dollars ($75,000.00), which is $25,000.00 per vacancy, per the negotiation with the affected Bargaining Unit. A budget amendment to the FY2023-2024 City Controller's Department Budget is being requested for the following:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000.00

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept Other Professional Services	$75,000.00

WHEREAS, a purchase order for Seventy-Five-Thousand Dollars ($75,000.00) is also being requested to be authorized to be issued to either firm or to all firms with a total-combined not-to-exceed-spending-amount of Seventy-Five-Thousand Dollars ($75,000.00), out of the following account.

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services	$75,000.00

WHEREAS, it is recommended that the City Council adopt the attached Resolution to approve the agreements and to authorize the City Manager to open a purchase order to Helpmates Staffing Services LLC, Century Group, Tandym Group LLC, and with Robert Half International Inc. for Accounting Temp Agency Services.

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

SECTION 1. That the City Manager is hereby authorized to enter into a professional services agreement with Helpmates Staffing Services LLC, with Century Group, with Tandym Group LLC, and with Robert Half International Inc. for Accounting Temporary Staffing Services.

SECTION 2. That the City Council hereby authorizes a term ending July 31st, 2024 for Temporary Staffing Services with Helpmates Staffing Services LLC, Century Group, Tandym Group LLC, and with Robert Half International Inc. at a cost not-to-exceed Seventy-Five-Thousand Dollars ($75,000.00).

SECTION 3. That the term of the agreements will begin on July 25th, 2023 and end on July 31, 2024.

SECTION 4. That the City Controller's Department Fiscal Year 2023-2024 Budget is authorized to be amended as follows:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000.00

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept Other Professional Services	$75,000.00

SECTION 5. That the amount of Seventy-Five-Thousand Dollars ($75,000.00) will be available in the Fiscal Year 2023-2024 Budget allocated from account number 1001-650-000-4262 General Fund, Other Professional Services account.

SECTION 6. That a purchase order shall be issued to either firm or to all firms with a total-combined not-to-exceed-spending-amount of Seventy-Five-Thousand Dollars ($75,000.00), out of the following account.

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services	$75,000.00

SECTION 7. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, and City Controller.

SECTION 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 25th day of JULY, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 25th day of JULY, 2023.

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

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

CITY CLERK OF THE CITY OF COMPTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER York International Agency, LLC 500 Mamaroneck Ave Suite 220 Harrison NY 10528	CONTACT NAME: PHONE (A/C, No, Ext): 914-376-2200 FAX (A/C, No): E-MAIL ADDRESS:
INSURED EXECGRO-01 Tandym Group Holdings, LLC, Tandym Group, LLC 675 Third Avenue, 5th FL New York NY 10017	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Company — 18058 INSURER B : ACE American Insurance Company — 22667 INSURER C : Milford Casualty Insurance Company — 26662 INSURER D : Federal Insurance Company — 20281 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 20220685 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK2586325	8/1/2023	8/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2586325	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			PHUB875997	8/1/2023	8/1/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC1034581 MWC1035012	4/1/2023 4/1/2023	4/1/2024 4/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A D B	Staffing Professional Crime Cyber			PHPK2586325 8261-7732 F16308778 001	8/1/2023 7/1/2023 7/31/2022	8/1/2024 7/1/2024 9/1/2023	Occ-$2M/Agg $3M 1st Party - $1M Aggregate	Ded. $50,000 3rd Party - $5M 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following policies are scheduled as underlying polices on the Umbrella - General Liability, Auto Liability, Workers Compensation and Professional.

Workers Compensation for the following States: Arizona, California, Colorado, Connecticut, Washington D.C., Florida, Georgia, Illinois, Indiana, Kentucky, Massachusetts, Maryland, Michigan, Missouri, Mississippi, Nevada, New Jersey, New York, Pennsylvania, Tennessee, Texas, Vermont, Virginia, Wisconsin, New Hampshire, North Carolina, South Carolina.

CERTIFICATE HOLDER

City of Compton
205 S Willowbrook Ave
Compton CA 90220

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephen P. DeMattos

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional Insured for 'bodily injury", "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

THIS CERTIFICATE IS NON TRANSFERABLE
POST IN A CONSPICUOUS PLACE

CITY OF COMPTON BUSINESS LICENSE CERTIFICATE

BUSINESS LICENSE DIVISION ~ 205 S. WILLOWBROOK AVE, COMPTON, CA 90220 ~ (310) 605-5508

The below named license holder has paid a business license fee to engage in, carry on or conduct a business trade, calling, profession, exhibition or occupation coded below until this certificate expires. Granting of this license does not entitle the license holder to operate or maintain a business license in violation of any other law or ordinance. In addition this license is not transferable to any other party, and no refunds will be issued for the license once a certificate has been issued.

LICENSE NO:	BL23-000959	**EXPIRATION DATE:**	08/29/2024
BUSINESS:	Tandym Group LLC	**ISSUE DATE:**	08/29/2023
LOCATION:	675 Third Avenue, 5th Floor	**OWNERSHIP TYPE:**	LLC
OWNER NAME:	Tandym Group Holdings, LLC	**CLASSIFICATION:**	
MAILING ADDRESS:	675 Third Avenue, 5th Floor New York, NY 10017	**DESCRIPTION:**	STAFFING AND RECRUITING AGENCY
RESTRICTIONS:			

Tandym Group LLC
675 Third Avenue, 5th Floor
New York, NY 10017

CITY CONTROLLER
Contract Administration
Ext. 5663

CONTRACT EXECUTION BUCK SLIP

Date: October 12, 2023

To: City Attorney
City Manager
City Clerk

PLEASE RETURN ATTACHED CONTRACTS BY: **ASAP**

CONTRACT INFORMATION:

Contractor/Consultant: ROBERT HALF

Purpose: RH CUSTOMER AGREEMENT

Type of Document: **AMMENDMENT TO ORIGINAL RH CONTRACT**

Originating Department: CITY CONTROLLER'S OFFICE

Resolution Number: 25,879 Adopted: JUNE 25th, 2023

EXECUTION SIGN OFF:

for Merle Greene III — 10/17/23
CITY ATTORNEY — DATE

[signature] — 10/18/23
CITY MANAGER — DATE

[signature] — 10/18/23
CITY CLERK — DATE

City Manager

Distribution of copies: City Clerk, City Manager, City Attorney, City Controller (if money involved), Originating Dept. and other signing party.

First Amendment To
RH Customer Agreement

This First Amendment to RH Customer Agreement (the "Amendment") is by and between the City of Compton ("City") and Robert Half Inc., doing business through its finance & accounting contract talent, finance & accounting full-time engagement professional, and administrative & customer support practice groups ("RH"). This Amendment shall become effective as of the date last signed below/

RECITALS

WHEREAS, City and RH entered into that certain RH Customer Agreement with an effective date of September 12, 2023 (the "Agreement").

WHEREAS, City and RH desire to amend the Agreement to add background checks as more fully set forth below.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, City and RH agree as follows:

1. Section 2.1 of the Agreement shall be deleted and replaced with the following language:

"To the extent permitted by applicable law, RH will have a third party vendor (a) perform a Social Security Number verification; (b) perform a seven-year criminal background investigation for all (i) state felony convictions and pending charges, and (ii) state misdemeanor convictions and pending charges involving crimes of dishonesty or violence, in each county where our professional has resided or worked in the U.S. in the last seven years as stated on our professional's application; however, where such criminal background investigation is either impracticable, unavailable or would result in a delay of assignment (as determined by the third party vendor), the third party vendor will endeavor to complete a seven-year statewide criminal background investigation, if available; and (c) perform a seven-year criminal background investigation by having the third party search its private database of U.S. national criminal records for felony convictions and misdemeanor convictions for crimes of dishonesty or violence and to verify that our professional does not appear on select global terrorist and sanctions watch lists. You understand and agree that the third party vendor's database of U.S. national criminal records (i) is maintained by the third party vendor and not a governmental entity, (ii) is an incomplete aggregation of criminal records, and (iii) will not reveal or identify all criminal convictions. RH will review the information revealed by these checks and determine our professional's eligibility for jobs in accordance with applicable law. If any of the checks are not possible to complete due to delays and/or unavailability of one or more sources, you acknowledge that the checks will not be completed for our professional in time for our professional's start date due to such delays or unavailability of sources. You will permit our professional to start an assignment with you on the start date while attempting to complete the checks. You will hold RH harmless for any liability for having our professional start prior to the completion of the checks. If you request a copy of the results of any checks conducted on our professionals, you agree to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes."

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2. No other changes or modifications to the Agreement shall be effective unless the same are in writing and signed by the parties. In the event of any inconsistency between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment will supersede and control. In all other respects, the terms of the Agreement are ratified and confirmed.

By signing below, both parties agree to the terms of this Agreement. Once signed, 1) any reproduction of this Agreement or job arrangement letter(s) made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Services ordered under this Agreement are subject to it.

ROBERT HALF INC.

By: _____

Print Name: David Saichin

Title: Regional Director

Date: 10/9/23

Branch Address: 970 W. 190th Street, Suite 400, Torrance, CA 90502

CITY OF COMPTON

Recommended for Approval:

By _____ Dated: 10-11-23

Sharon Rahban Navizadeh, City Controller

City Controller Department

Approved by:

Dated: 10/18/23 By _____

Jerry Groomes, City Manager

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Approved as to form:

By Merle Greene III Dated: 10/17/23

for Eric Perrodin, City Attorney

ATTEST:

Dated: 10/18/23 By _____

Vernell McDaniel, City Clerk

CITY OF COMPTON INCORPORATED MAY A. D. CALIFORNIA

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CITY OF COMPTON
INCORPORATED
MAY A. D.
1888
CALIFORNIA

RH Customer Agreement

This RH Customer Agreement (the "Agreement") governs transactions by which you retain the services of Robert Half Inc., doing business through its finance & accounting contract talent, finance & accounting full-time engagement professional, and administrative & customer support practice groups ("RH"), to assist City of Compton ("you" or "your") in meeting its contract talent needs.

Part 1 - General

1.1 Definitions

"Professional" means the individual assigned to you by RH.
"Branch" means the RH branch located at the address identified under the Robert Half Inc. signature line of this Agreement.
"Services" means the provision of services by the Professional to you.

1.2 Agreement Structure

Additional terms for the Services are included in Exhibit A, which are attached to this Agreement. RH also provides additional terms for Services in documents called "job arrangement letters" which are also part of this Agreement. All transactions under this Agreement will have a job arrangement letter, which will be sent to you when RH provides Services to you. In order to initiate Services, you will provide RH with notice (e.g., via telephone, e-mail, facsimile, or mail) describing the Services you need in reasonable detail. RH will promptly reply to such request and indicate whether RH will or will not provide the requested Services. If RH elects to provide the requested Services, RH will send you a job arrangement letter.

If there is a conflict among the terms in the various documents, those of this Agreement prevail over those of a job arrangement letter. You accept the terms in a job arrangement letter by your approval of the Professional's weekly timesheet or electronic time record.

Services become subject to this Agreement when RH accepts your order by 1) sending you a job arrangement letter, or 2) providing the Services.

1.3 Charges and Payment

Amounts are due and payable as RH specifies in Exhibit A, including the fees payable for directly hiring Professionals and the fees payable if a Professional works overtime, e.g., in excess of 40 hours per week. You agree to pay accordingly, including any late payment fee.

1.4 Changes to the Agreement Terms

For a change to be valid, both parties must sign it. Additional or different terms in any written communication from you (such as a purchase order) are void.

1.5 Limitation of Liability

Circumstances may arise where, because of a default on RH's part or other liability, you are entitled to recover damages from RH. Regardless of the basis on which you are entitled to claim damages from RH (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), RH's liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to RH for the Services that are the subject of the claim. It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and RH shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.

Items for Which RH is Not Liable

Under no circumstances is RH liable for any special, incidental, exemplary, indirect, lost profits, or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

1.6 General Principles of Our Relationship

a. Each party will maintain workers' compensation insurance and commercial liability insurance.

2023 SEP 13 AM 11:33 Controller's Office

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b. RH will be responsible, to the extent applicable, for any workers' compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for the Professionals.
c. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

1.7 Agreement Term

This Agreement will continue for a period of one year after the last date listed below, unless terminated earlier. Either party may terminate this Agreement on thirty days' written notice to the other.

Either party may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, including the payment obligations set forth in Section 1.3 above, and apply to each party's respective successors and assignees.

1.8 Warranties

EXCEPT AS SET FORTH IN EXHIBIT A, RH MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

Part 2 - Services

2.1 Pre-Assignment Screening

If you require RH to perform background checks or other placement screenings of Professionals, you agree to notify RH prior to the start of services under this Agreement. RH will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If you request a copy of the results of any checks conducted on RH's Professionals, you agree to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

2.2 Scope of Assignment

You shall supervise Professionals providing services to you. You shall not permit or require Professionals (i) to perform services outside of the scope of Professional's assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; or (iv) to use computers, or other electronic devices, software or network equipment owned or licensed by Professional.

2.3 Cash Handling and Other Financial Transactions and Activities

If you permit or allow a Professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities, you accept sole responsibility for all claims, demands and liability that may arise from permitting these activities. You represent and warrant that to the extent you permit or allow a Professional to engage in the activities described in this paragraph, you will not permit or allow a Professional to handle more than (i) $1,000 per day if you are a non-profit entity, or (ii) $25,000 per day if you are a for-profit entity. Since RH is not a professional accounting firm, you agree that you will not permit or require Professional (a) to render an opinion on behalf of RH or on your behalf regarding financial statements; (b) to sign the name of RH on any document; or (c) to sign their own names on financial statements or tax returns.

2.4 Workplace Safety

It is understood that you have full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to your business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Professionals working on your premises. To ensure the safety of potentially vulnerable individuals on your premises, you agree not to permit the Professionals to have unsupervised or unmonitored contact with (a) minors or (b) adults who are under your care, custody or supervision because of mental health impairments. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, you will notify RH immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if RH is legally required to initiate E-Verify verification procedures for any Professional. RH reserves the right to re-assign any Professional.

2.5 Operation of Vehicle and Equipment

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RH does not authorize Professionals to operate machinery (other than office machines) or vehicles. If you wish to permit Professionals to drive for business purposes, you accept sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of such driving. If you require Professionals to drive a vehicle owned by you or your employee, you agree to maintain such vehicle in good working condition and maintain all necessary and appropriate insurance for the operation of such vehicle. Under no circumstances will you permit Professionals to: (i) make bank deposits, (ii) carry cash in excess of $100, negotiable instruments or other valuables while driving, or (iii) carry passengers in the vehicle. It is agreed that you accept full responsibility for, and that RH does not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.

2.6 Remote Work

you may request that RH permit its Professionals to provide services to you remotely (i.e., from a location other than your or your customer's premises) using your or RH's laptop and/or other computer or telecommunications equipment (the "Equipment"). You acknowledge and agree that RH shall have no control over, and you shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Professional, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. Moreover, you must not permit Professional to save or store any of your files or other data on the Computer Systems provided by RH (including, but not limited to, any virtual desktop infrastructure solution). You agree that RH shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

2.7 Claims

RH will not be responsible for any claim related to the engagement, including, but not limited to, any Services performed during such engagement, unless you reported such claim in writing to RH within ninety (90) days after termination of the applicable assignment.

2.8 Confidentiality

The Professionals will execute any confidentiality agreement that you may require. You agree to be responsible for obtaining the Professional's signature. You agree to hold in confidence the identity of any Professional and the Professional's resume, social security number and other legally protected personal information, and you agree to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

This Agreement is only applicable to, and the only Robert Half branch and practice groups obligated under this Agreement are, the finance & accounting contract talent, finance & accounting full-time engagement professional, and administrative & customer support practice groups of the Branch. This Agreement and its job arrangement letter(s) are the complete agreement regarding these transactions and replace any prior oral or written communications between the Branch and you regarding these transactions.

By signing below, both parties agree to the terms of this Agreement. Once signed, 1) any reproduction of this Agreement or job arrangement letter(s) made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Services ordered under this Agreement are subject to it.

ROBERT HALF INC.

By: _____

Print Name: David Sandra

Title: Regional Director

Date: 8/1/2023

Branch Address: 970 W. 190th Street, Suite 400, Torrance, CA 90502

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CITY OF COMPTON

Recommended for Approval:

By _____ Dated: 8-29-23

Sharon Rahban Navizadeh, City Controller

City Controller Department

Approved by:

Dated: 9/11/23 By _____

Jerry Groomes, City Manager

Approved as to form:

By _____ Dated: 9/11/23

for Eric Perrodin, City Attorney

ATTEST:

Dated: 9/12/23 By _____

Vernell McDaniel, City Clerk

After signing, please return a copy of This Agreement to the RH "Branch address" shown above.

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Exhibit A

Professionals are assigned to you under the following additional terms:

1. Guarantee - RH guarantees your satisfaction with the Services of the Professional by extending to you (i) a one-day (8 hours) guarantee for placements made through the finance & accounting or administrative & customer support practice group or (ii) a 37.5 hours guarantee for placements made through the finance & accounting full-time engagement professional practice group (the "Guarantee Period"). If, for any reason, the Professional is not satisfactory to you, RH will not charge for the hours worked during the Guarantee Period, provided that you allow RH to replace the Professional. Unless RH is contacted by you before the end of the Guarantee Period, you agree that the Professional is satisfactory for the purposes of this guarantee.

2. Bill Rates and Time Sheet - Hourly rates for all assignments will be agreed on a case-by-case basis. Professional will present a time sheet or an electronic time record to you for verification and approval at the end of each week. RH will bill you weekly for the total hours worked; RH's invoices are due upon receipt, including applicable sales and service taxes all of which are payable by you. In the event that RH's invoices are not paid by you when due, you agree to pay all of RH's costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, RH may, at RH's option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due. RH may charge you a fee for the provision of equipment or technology, if you request that Professional use equipment or technology provided by RH. RH may also increase RH's rates to reflect increases in RH's cost of doing business, including costs associated with higher wages for workers and/or related taxes, benefits or other costs. RH will provide written or verbal notice of technology charges and/or increases in rates. Any increase in rates will be prospective, starting as of the effective date RH specifies.

3. Overtime - If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

4. Hiring Full-Time Engagement Professionals - Professionals placed through finance & accounting full-time engagement professional ("full-time engagement professionals") are full-time, salaried employees of RH, and clients are discouraged from directly hiring them. You agree to seek RH's permission before you hire full-time engagement professionals. You will pay a conversion fee if you hire full-time engagement professionals, regardless of the employment classification, on either a full-time, temporary (including temporary engagements through another agency) or consulting basis within twelve months after the last day of the engagement. You agree to pay a conversion fee if a full-time engagement professional assigned to you is hired by a subsidiary or other related company or business as a result of your referral of the full-time engagement professional to that company or (ii) one of your customers as a result of the full-time engagement professional providing services to that customer. The conversion fee will equal 50% of the full-time engagement professional's aggregate annual compensation, including bonuses. The conversion fee will be owed and invoiced upon your hiring of the full-time engagement professional, and payment is due upon receipt of this invoice. The same calculation will be used if the full-time engagement professional is hired on a part-time basis using the full-time equivalent salary.

5. Hiring Non-Full-Time Engagement Professionals - After you evaluate the performance and potential of a Professional placed by any division other than finance & accounting full-time engagement professional ("non-FT Professional") on the job, you may wish to employ this person directly. In such event, you agree to pay a conversion fee. The conversion fee is payable if you hire the non-FT Professional, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if the non-FT Professional is hired by (i) a subsidiary or other related company or business as a result of your referral of the non-FT Professional to that company or (ii) one of your customers as a result of the non-FT Professional providing services to that customer.

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The conversion fee will be owed and invoiced upon your hiring of the non-FT Professional, and payment is due upon receipt of the invoice. The same calculation will be used if you convert the non-FT Professional on a part-time basis using the full-time equivalent salary.

The conversion fee will equal a percentage of the aggregate annual compensation, including bonuses for any non-FT Professionals, based on the length of assignment:

The Fee on Day 1 Starts at 25.00% of the Annual Salary
After 1 Month Worked (160 Hours) the Fee is 21.50% of the Annual Salary
After 2 Months Worked (320 Hours) the Fee is 18.00% of the Annual Salary
After 3 Months Worked (480 Hours) the Fee is 14.50% of the Annual Salary
After 4 Months Worked (640 Hours) the Fee is 11.00% of the Annual Salary
After 5 Months Worked (800 Hours) the Fee is 7.50% of the Annual Salary
After 6 Months Worked (960 Hours) the Fee is 4.00% of the Annual Salary at any time of hire beyond 6 months.

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RESOLUTION NO. 25,879

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENTS WITH HELPMATES STAFFING SERVICES LLC, CENTURY GROUP, TANDYM GROUP LLC, AND WITH ROBERT HALF INTERNATIONAL INC FOR ACCOUNTING TEMP AGENCY SERVICES, TO AUTHORIZE AN AMENDMENT TO THE CITY CONTROLLER'S DEPARTMENT FY2023-2024 BUDGET, AND TO AUTHORIZE A PURCHASE ORDER ($75,000.00 FOR ALL AGREEMENTS COMBINED).

WHEREAS, the State of California State Auditor's Department issued an Audit report to the City in October of 2022. This report had findings and recommendations for various areas of improvement needed for the City. A few of the recommendations included in this report were (on page 4 and 6 of the report) stated as the following,

"By July 2023, direct the City Manager to make efforts to fully staff the human resources department and the City Controller's office with qualified individuals to ensure that these departments can address Compton's broader, chronic issues related to staffing and finances. The level of staffing in the departments should be sufficient for the successful performance of key tasks, including those listed in our recommendations"

"By July 2024, the City Council should ensure that the City has issued its audited financial statements for fiscal years 2020-21, 2021-22, and 2022-23. The Council should adopt a requirement that, for subsequent years, the City must issue complete audited financial statements by six months after the end of the fiscal year. To ensure that it has the ability to meet this requirement, the City should consider measure such as increasing staff in the City Controller's office and training them on their responsibilities for preparing the financial statements."

"By December 2024, Compton should resolve all of the audit findings it has received that predate its fiscal year 2020-21 audited financial statements and any findings from subsequent audit reports, including findings related to improving financial controls."

WHEREAS, prior to the State Auditor's Report of October of 2022, there were also audit findings and recommendations to enhance the staffing in the City Controller's department that were published in the City's Single Audit Report and in the State Controller's Audit Report of 2018. The audit findings from the State Controller's Audit Report were combined with the City's external auditor (Eadie & Payne LLC)'s audit findings and were stated in the Fiscal Year 2019-2020 Single Audit report as follows:

The City has received 9 findings from the State Controller's office and from Eadie and Payne LLP external audit firm during FY2018- FY2020 as follows:

Finding Number	Finding Title	Recommendation
2014-074B	Commitment to Competence (SD)	We recommend that the City implement a remedial action plan to adequately staff the departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff member are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the

		processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information
2014-062A	Turnover and Lack of Consistent Leadership (MW)	Recommendation: The SCO recommended that the City evaluate its hiring practices for its upper management positions. In addition, the SCO recommended that the City develop a succession plan that will help it to ensure continued leadership even during management turnover. E+P concurs with the SCO finding and recommendation.
2014-064A	Lack of Adequate Staff Performing Critical Functions (MW)	Recommendation: The SCO recommended that the City implement a remedial action plan to adequately staff the noted departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, the SCO recommended that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information.
2014-085B	Management Philosophy and Operating Style (SD)	Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information.
2014-089B	Organizational Structure (MW)	Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available
2014-091B	Organizational Structure (MW)	Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.

2014-116B	Information (SD)	Recommendation: We recommend that the City assign a higher priority to, and direct more resources towards completing, its audited financial statements by the deadline of no later than six months after fiscal year-end.
2014-072B	Commitment to Competence (SD)	Recommendation: We recommend the City implement a remedial action plan to adequately staff the departments that are short on staff. In addition, we recommend the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.
2014-073B	Commitment to Competence (SD)	Recommendation: We recommend the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.

WHEREAS, in order to comply with the State Auditor, State Controller, and External Auditor recommendations for continuous staffing of qualified personnel, the City Controller is requesting that an agreement with at least one Temp Agency (a Temp Agency is firm that provides a pool of staff in a particular industry, for organizations that need assistance with maintaining sufficient, qualified staff on an on-going basis) be approved so that operations can be maintained.

WHEREAS, a Meet and Confer with affected Bargaining Unit representatives has already taken place on February 9th, 2023, and an agreement was reached that all other routine avenues of staffing the department were exhausted and that a temp agency would be the only avenue at this time to assist the Controller's Department to fulfill the requirements of the various auditing authorities through staffing.

WHEREAS, Controller Department staff has searched for quotes for accountants from various temp agencies specializing in Accounting staff.

WHEREAS, Section 4-11.7.d of the Municipal Code states the following in regards to competitive bidding requirements for accountants:

> *"Except as otherwise provided in Section 1409 of the City Charter, state, or federal law, the competitive bidding requirements of this section shall not apply in the following circumstances:*
>
> *d. Any contract for professional services; such as, but not limited to, attorneys, physicians, architects, engineers, consultants, accountant, specialized printers or other individuals or organizations possessing a high degree of professional, unique, specialized or technical skill or expertise. Selection of professional services providers shall be on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price."*

WHEREAS, careful scrutiny has been placed by the City Controller Department staff on achieving qualified temporary candidates at a reasonable price by the comparison of various quotes of hourly rates and qualifications listed by temp agency candidate resumes. It is not feasible to know at the time of this agenda item the actual temp candidate that will be brought on-board since the pool of candidates maintained by different temp agency firms changes daily.

WHEREAS, currently there are two permanent vacancies in the Accounting Specialist position (due to a retirement and selection of internal candidate for the Financial Analyst position recruitment), and one temporary vacancy in the Accounting Specialist position (due

to a temporary move up opportunity of an existing Accounting Specialist into an Accountant I position). Additionally, there is one permanent vacancy for an Accountant II position. There is an on-going recruitment for Accounting Specialist for the permanent vacancies. The recruitment for Accountant II has not yet begun. The Controller's office is also waiting for a recruitment of Internal Auditor to be completed which may also affect the temporary vacancy in one of the Accounting Specialist positions.

WHEREAS, different temp agency firms have different candidates with different backgrounds, experiences, and different hourly rates who are available at different times. Therefore, agreements with four firms are being requested so that the most advantageous candidate can be selected at the best hourly rate from any of the firms. This approach increases the opportunities for the City to achieve its objectives at the lowest possible rate.

WHEREAS, the cost for these services is not to exceed Seventy-Five-Thousand Dollars ($75,000.00), which is $25,000.00 per vacancy, per the negotiation with the affected Bargaining Unit. A budget amendment to the FY2023-2024 City Controller's Department Budget is being requested for the following:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000.00

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept Other Professional Services	$75,000.00

WHEREAS, a purchase order for Seventy-Five-Thousand Dollars ($75,000.00) is also being requested to be authorized to be issued to either firm or to all firms with a total-combined not-to-exceed-spending-amount of Seventy-Five-Thousand Dollars ($75,000.00), out of the following account.

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services	$75,000.00

WHEREAS, it is recommended that the City Council adopt the attached Resolution to approve the agreements and to authorize the City Manager to open a purchase order to Helpmates Staffing Services LLC, Century Group, Tandym Group LLC, and with Robert Half International Inc. for Accounting Temp Agency Services.

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

SECTION 1. That the City Manager is hereby authorized to enter into a professional services agreement with Helpmates Staffing Services LLC, with Century Group, with Tandym Group LLC, and with Robert Half International Inc. for Accounting Temporary Staffing Services.

SECTION 2. That the City Council hereby authorizes a term ending July 31st, 2024 for Temporary Staffing Services with Helpmates Staffing Services LLC, Century Group, Tandym Group LLC, and with Robert Half International Inc. at a cost not-to-exceed Seventy-Five-Thousand Dollars ($75,000.00).

SECTION 3. That the term of the agreements will begin on July 25th, 2023 and end on July 31, 2024.

SECTION 4. That the City Controller's Department Fiscal Year 2023-2024 Budget is authorized to be amended as follows:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000.00

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept Other Professional Services	$75,000.00

SECTION 5. That the amount of Seventy-Five-Thousand Dollars ($75,000.00) will be available in the Fiscal Year 2023-2024 Budget allocated from account number 1001-650-000-4262 General Fund, Other Professional Services account.

SECTION 6. That a purchase order shall be issued to either firm or to all firms with a total-combined not-to-exceed-spending-amount of Seventy-Five-Thousand Dollars ($75,000.00), out of the following account.

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services	$75,000.00

SECTION 7. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, and City Controller.

SECTION 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 25th day of JULY, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 25th day of JULY, 2023.

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

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

CITY CLERK OF THE CITY OF COMPTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
500 N. Brand Boulevard
Suite 100
Glendale CA 91203
License#: 0D69293

CONTACT NAME: Robert Half Certificates
PHONE (A/C, No, Ext): 818-539-1463 FAX (A/C, No): 818-539-1801
E-MAIL ADDRESS: roberthalf_certificates@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Safety National Casualty Corporation	15105
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Robert Half International Inc
2613 Camino Ramon
San Ramon, CA 94583
ROBEHAL-03

COVERAGES **CERTIFICATE NUMBER:** 1967010115 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Stop Gap Em.Liab X in OH, WA, WY,ND GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	35796687	6/1/2023	6/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employer Liability	$2,000,000 $2,000,000 $10,000 $2,000,000 $2,000,000 $2,000,000 $1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	73233217	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll.Ded:	$1,000,000 $ $ $ $1,000/$1,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			79217107	6/1/2023	6/1/2024	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N: N / N/A	Y	See Attached Supplemental	6/1/2023	6/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured includes the following: Accountemps, Office Team, Robert Half Finance & Accounting, Robert Half Technology, Robert Half Management Resources, Robert Half Legal, and The Creative Group which are direct subsidiaries of the parent company: Robert Half International 2613 Camino Ramon; San Ramon CA 94583.

City of Compton is deemed Additional Insured on the above referenced General Liability and Auto Liability policies on a primary non-contributory basis as required by written contract for liability arising out of the Named Insureds' acts or omissions. Please refer to attached forms for scope of Additional Insured status. Rights of Subrogation have been waived with respects to General Liability, Auto Liability and Workers Compensation where required by written contract executed prior to loss.

CERTIFICATE HOLDER

City of Compton
205 S Willowbrook Avenue
Compton, CA 90220

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Tony Campbell

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2023-2024 RHI Workers Compensation Policy Numbers

Policy#	States	Eff. Date	Exp. Date	Issuing Company	NAIC #
Robert Half International Inc. and Protiviti Inc.					
LDS4064812	AOS: AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, OK, OR, PA RI, SC, SD, TN, TX, UT, VT, VA, WV, WY	6/1/2023	6/1/2024	Safety National Casualty Corp	15105
PS 4064813	WI	6/1/2023	6/1/2024	Safety National Casualty Corp	15105

COMMERCIAL AUTOMOBILE – BLANKET ADDITIONAL INSURED – POLICY EXCERPT

Insured	Robert Half International, Inc
Policy Number	7323-32-17
Policy Effective	June 1, 2023 – June 1, 2024; 12:01am Standard Time
Form Number	16-02-0292 (rev. 11-16)

BUSINESS AUTO COVERAGE FORM
This endorsement modifies the Business Auto Coverage Form.

2. BROAD FORM INSURED
D. Persons And Organizations As Insureds Under A Written Insured Contract
Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

(1) with respect to the operation, maintenance or use of a covered "auto"; and

(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:

(a) You executed the "insured contract" or written agreement; or

(b) The permit has been issued to you.

COMMERCIAL AUTOMOBILE – BLANKET WAIVER OF SUBROGATION – POLICY EXCERPT

Insured	Robert Half International, Inc
Policy Number	7323-32-17
Policy Effective	June 1, 2023 – June 1, 2024; 12:01am Standard Time
Form Number	16-02-0292 (rev. 11-16)

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

Liability Insurance

Endorsement

Policy Period	JUNE 1, 2023 TO JUNE 1, 2024
Effective Date	JUNE 1, 2023
Policy Number	3579-66-87 SFO
Insured	ROBERT HALF INTERNATIONAL, INC
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	JUNE 1, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Conditions

Under Conditions, the following provision is added to the condition titled Other Insurance.

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSUREDS ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative

Conditions
(continued)

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2023 Policy No. LDS4064812 Endorsement No.

Insured ROBERT HALF INTERNATIONAL, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2023 Policy No. PS 4064813 Endorsement No.

Insured ROBERT HALF INTERNATIONAL, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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THIS CERTIFICATE IS NON TRANSFERABLE
POST IN A CONSPICIOUS PLACE

CITY OF COMPTON BUSINESS LICENSE CERTIFICATE

BUSINESS LICENSE DIVISION ~ 205 S. WILLOWBROOK AVE, COMPTON, CA 90220 ~ (310) 605-5508

The below named license holder has paid a business license fee to engage in, carry on or conduct a business trade, calling, profession, exhibition or occupation coded below until this certificate expires. Granting of this license does not entitle the license holder to operate or maintain a business license in violation of any other law or ordinance. In addition this license is not transferable to any other party, and no refunds will be issued for the license once a certificate has been issued.

LICENSE NO:	BL23-000891	**EXPIRATION DATE:**	08/28/2024
BUSINESS:	ROBERT HALF INC.	**ISSUE DATE:**	08/28/2023
LOCATION:	2613 CAMINO RAMON	**OWNERSHIP TYPE:**	Corporation
OWNER NAME:	TRADED ON NYSE	**CLASSIFICATION:**	5613
MAILING ADDRESS:	2613 CAMINO RAMON SAN RAMON, CA 94583	**DESCRIPTION:**	PERSONNEL SERVICES - PERMANENT AND TEMPORARY PLACEMENT OF EMPLOYEES

RESTRICTIONS:

ROBERT HALF INC.
2613 CAMINO RAMON
SAN RAMON, CA 94583

(310) 605-5535
Fax. (310) 605-5536
www.comptoncity.org

City of Compton
HUMAN RESOURCES DEPARTMENT

Meet and Confer

This notification is to confirm that a Meet and Confer took place amongst the City of Compton and AFSCME 3947 on Monday May 13, 2024 at 2:00pm via Zoom to discuss the City Controller's Office staffing needs. The City Controller mentioned that the prior agreement from the Meet and Confer which took place on February 9Th, 2023 (attached) called for a reassessment of the staffing situation in the City Controllers office with the Meet and Confer process. The City Controller's mentioned that prior attempts by the City Controller's office to establish a meeting for the Meet and Confer process did not materialize into a meeting until Monday, May 13th, 2024 and made reference to email evidence of such attempts that were sent to the AFSCME 3947 representatives in the process of establishing the current meeting taking place on Monday May 13th, 2024. The City Controller also mentioned that the City Controller's office made those attempts prior attempts at establishing meet and Confer session in order to honor the February 9th, 2023 agreement and is acting in good faith, but wanted to bring attention to a dire situation that could take place if the temp agencies were not allowed to have continued usage while recruitments were still not completed.

During the Monday, May 13th, 2024 Meet and Confer meeting, the current staffing status in the City Controller's office was discussed. The City Controller mentioned, with confirmation, by the Deputy City Controller and HR staff who were present during the meeting, that for those positions of Accountant I and Accountant II, the recruitments of those positions are currently in the final stage as interviews were being scheduled for candidates on the eligibility list over the next week. Additionally, the position of Accounting Specialist has a recruitment that is

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City of Compton
HUMAN RESOURCES DEPARTMENT

underway, but that the HR staff expect that this recruitment would yield an eligibility list by June or July 2024. The City Controller mentioned that the vacancy in the Accounting Specialist positions affects the Payroll division operations, Accounts Payable division operations, and that if not filled could lead to delays in the employees receiving their bi weekly paycheck on time which could cause harm to employees. It was also mentioned that the delay could occur in weekly check runs in the Accounts Payable division in order to make critical vendor payments, if the Accounting Specialist recruitment id not completed or if it is not temporarily filled with a temp agency employee. Vacancies in the Accounting Specialist position also cause delays in deliverables for the rest of the department since it draws Accountants into providing Payroll and Accounts Payable services, taking them away from bookkeeping and reporting deliverables.

The City Controller mentioned that the wage rat woof the Accounting specialist position was below the market rate and that it was a primary reason of why the past recruitment was unsuccessful. She also mentioned that the per the recruitment shown in the State Auditors 2022 report the City, which called for a compensation study, that a compensation study was already underway which could also yield a wage increase for the Accounting Specialist position. Further, the City Controller mentioned that during the final interview with the last candidate on the eligibility list for Accounting Specialist was unsuccessful and that many other past candidates on the eligibility list appeared to be unqualified for the position since during the final interview, when asked questions directly from the Accounting Specialist job specs minimum requirements, candidates were unable to display the minimum required knowledge needed for the position. The HR Director suggested that moving forward the oral panel interview questions be reviewed with management once more, and that perhaps the job spec for Accounting Specialist be reviewed for any needed changes.

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City of Compton
HUMAN RESOURCES DEPARTMENT

greatly increased and that they were in a better position to be ore competitive in a recruitment for a higher position than if they had not received the training. Further, the Deputy City Controller mentioned that employees are still expected to maintain the minimum required knowledge as shown in their job specification.

During the meeting Luis had asked what changes were made at the City since the last time the Meet and Confer took place regarding remedying the issue of recruitments in the Controller's office. The City Controller mentioned that since then, a compensation study had been initiated by the HR Department that could ultimately affect wage rates, which could attract more qualified candidates. Additionally, the City Controller mentioned that Accountant I and Accountant II recruitments had made progress and were close to completion. Sharon mentioned that because of the status of these Accountant recruitments that this meeting was meant to focus on the request for temp agency usage for the Accounting Specialist position and that it was not likely that temp agency request would come for the Accountant positions unless the recruitment was unsuccessful. The Deputy City Controller also mentioned that the Accounting Specialist recruitment which ended around the time of December 2022 yielded a candidate that was selected to hire but that the candidate did not pass their probation.

At the close of the meeting, Sharon asked if there were any other steps needed to be done to approve the continued usage for the Accounting Specialist recruitment until the recruitment was completed, where in three months' time there could be another Meet and Confer to assess the staffing needs again in the City Controller's office for Accounting Specialist, Accountant I, and Accountant II. Luis said that he would need to review the information discussed during this meeting taking place on May 13, 2024 and then would let everyone in the meeting know. Lupita asked if there would be anyone from the City to memorialize the meeting. Sharon said she would do it. The meeting ended at approximately 3:00 pm.

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City of Compton
HUMAN RESOURCES DEPARTMENT

During the meeting, Luis asked what was the pay rate of an Accounting Specialist in comparison to the rate being charged by the temp agency. The City Controller mentioned that the wage rate ranged from $20-$25 per hour without benefits, and then the deputy City Controller mentioned that the top wage rate for that range was approximately $26 per hour without benefits was mentioned that if there is to be a comparison, them the hourly wage rate should be marked up by approximately 40% to account for the value of benefits being provided to full time employees. The Deputy City Controller mentioned that the hourly rate being charged by the temp agency to send a temporary employee to temporarily fill the position was approximately $52 per hour. The City Controller mentioned that the $52 per hour figure include the temp agency management fee which is embedded int the hourly rate provide to the City.

Luis asked what control the City Controller had over the recruitment s, and the City controller mentioned that the control maintained by the City Controller was fir the final interview of candidates and creation of oral-panel-interview-questions that had been provided to HR staff in a prior HR administration. The City Controller mentioned that neither the wage rate increases, the increases process (which could greatly improve the success of the recruitments), nor the recruiting procedures used by HR staff were under the control of the City Controller's office.

During the meeting Lupita asked if training was being provided and if there were any internal candidates for the Accountant I or Accountant II recruitments. The Deputy City Controller mentioned that she believed there were internal candidates on the eligibility list for Accountant I and Accountant II recruitments. The City Controller then responded that training was being provided to staff in the department and for the staff that were absorbing the training, the results of that learning was displaying itself in their work-product. The City Controller mentioned that for those who had absorbed the training, their professional development had

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City of Compton
HUMAN RESOURCES DEPARTMENT

THE CITY AND THE UNION HERE BY AGREE:

Sharon Rahban Navizadeh, City Controller

7/10/2024

Jocelyn Logan, Deputy City Controller

7/10/2024

Lupita Gomez Duran, President AFSCME 3947

6/11/2024

Luis Schmidt, Business Officer AFSCME 3947

July 23, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,810 AND ORDERING THAT A MEASURE TO AMEND THE CITY OF COMPTON CHARTER IN CONNECTION MAKING THE CITY ATTORNEY POSITION AN APPOINTED POSITION AND REQUIRING MUNICIPAL LAW EXPERIENCE EXCEEDING TEN YEARS BE SUBMITTED TO THE VOTERS OF THE CITY AT THE NEXT STATEWIDE GENERAL ELECTION AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURE

SUMMARY

Adoption of this resolution will rescind Resolution No. 25,810 that authorized the inclusion of “Open Competitive” ballot measure be included in the statewide general election taking place on November 5, 2024. The measure was requesting to amend the City Charter to include an open competitive hiring process for all positions.

The attached resolution also directed the City Attorney to prepare an impartial analysis of the measure pursuant to Elections Code section 9280.

BACKGROUND

In October 2022, the Auditor of the State of California issued Report 2021-802 (“Report”) to the City, which contained the results of the State Auditor’s audit of the City and recommendations. The “Priority 1” recommendation is to ensure the City has consistent, qualified management and fundamental plans in place to address the challenges it is currently facing. Report 2021-802 recommends that City Council should prioritize taking the following action:

“By April 2023, propose city charter amendments to be voted on in the next statewide general election—and amend all related guidelines, such as the personnel rules and regulations, to the extent permissible under the existing charter—to prioritize an open, competitive hiring process for all positions. The city council’s proposed charter amendments should also explicitly require that Compton use an open, competitive hiring process whenever it makes permanent appointments for key leadership positions that include but are not limited to the following: City Manager, City Controller, Human Resources Director, and Budget Officer. As part of this process, the City Council should develop detailed job qualifications for the City Manager position.”

The proposed Charter amendments amend Article VII, Officers, Powers, and Duties, and Article XI, Civil Service, of the Charter. Proposing Charter amendments to prioritize an open, competitive hiring process requires City Council to bring forth a motion to amend the Charter and submit the proposal for the amendment to the voters at the next established statewide general election. (Gov. Code, § 34458.) A measure to amend the Charter can only be enacted by a majority vote of the City's voters. (Cal. Constitution, Art. 11, § 3.)

Pursuant to the report's recommendation, the City Council approved adding a ballot measure to the November 2024 statewide general election amending the City Charter to adopt an "open competitive" hiring process during its regular meeting on March 28, 2023.

STATEMENT OF THE ISSUE

Given further consideration, staff is requesting that the City Council withdraw its request to amend the City Charter by placing the "open competitive" hiring process measure on the ballot and amend the City Charter to modify the position of City Attorney.

As stated in the current City Charter: "To become eligible for City Attorney the person elected, or appointed to the office shall be an attorney at law duly licensed as such under the laws of the State of California and shall have engaged in the practice of law for at least three (3) years prior to his election or appointment."

Staff is recommending that the following modifications be made to the position of City Attorney:

1. Change the position from an elected position to an appointed position.
2. Change "practice of law" to specify "municipal law"
3. Increase the minimum years of experience from three (3) years to ten (10) years.

The ballot measure would read as follows, should the City Council find these changes amenable:

Pursuant to its right, power and authority under the laws of the State of California and the Compton Municipal Code, the City Council hereby orders that the following measure be submitted to the voters at the statewide general election to be held on November 5, 2024:

Shall the Compton City Charter be amended to make the City Attorney an appointed position and possess at least ten years of municipal law experience?	**YES**
	NO

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

WILLIE A. HOPKINS
CITY MANAGER

APPROVED FOR FORWARDING:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,810 AND ORDERING THAT A MEASURE TO AMEND THE CITY OF COMPTON CHARTER IN CONNECTION MAKING THE CITY ATTORNEY POSITION AN APPOINTED POSITION AND REQUIRING MUNICIPAL LAW EXPERIENCE EXCEEDING TEN YEARS BE SUBMITTED TO THE VOTERS OF THE CITY AT THE NEXT STATEWIDE GENERAL ELECTION AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURE

WHEREAS, the City Council approved Resolution No. 25,810 on March 28, 2023, during its regular meeting; and

WHEREAS, the City Council rescind that resolution and desires to submit to the voters of the City at the next statewide general election a ballot measure relating to a Charter amendment to make the City Attorney an appointed position; and

WHEREAS, the City Council desires to increase the law experience from three (3) to ten (10) years and require “municipa law” instead of “general law”; and

WHEREAS, pursuant to its right, power and authority under the laws of the State of California and the Compton Municipal Code, the City Council hereby orders that the following measure be submitted to the voters at the statewide general election to be held on November 5, 2024

Shall the Compton City Charter be amended to make the City Attorney an appointed position and possess at least ten years of municipal law experience?	**YES**
	NO

; and

WHEREAS, the text of the proposed amendment to be submitted to the voters is attached to this Resolution as Exhibit “A” and incorporated herein by reference. The proposed measure shall not take effect unless approved by a vote of at least a majority of the voters voting on the question at said statewide general election; and

WHEREAS, the City Clerk is hereby directed to forward a copy of the measure to be voted on at said statewide general election to the City Attorney and the City Attorney is hereby directed to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280; and

WHEREAS, the City Council hereby authorizes any of its members to submit a written ballot argument for or against the measure to be voted on at said statewide general election pursuant to Elections Code Section 9282; and

WHEREAS, in all particulars not recited in this Resolution, the statewide general election shall be held and conducted as provided by law for holding elections. All persons qualified and registered to vote in the City of Compton as of the date of said election shall be entitled to vote.; and

WHEREAS, notice of the time and place of holding the statewide general election is hereby given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in the time, form and manner as required by law.; and

WHEREAS, if the proposed measure is approved by a vote of at least a majority of the voters voting on the question at the statewide general election, the Council shall forthwith take any required action to make any necessary changes to the Compton

Municipal Code, if any, so that the Municipal Code is consistent with the Charter, as amended.

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

Section 1. That Resolution No. 25,810 is hereby rescinded.

Section 2. That adoption of this resolution will authorize the City Council to submit to the voters of the City of Compton at the next statewide general election, a ballot measure relating to a Charter amendment to make the City Attorney an appointed position and require at least ten years of municipal law experience.

Section 3. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and City Attorney and the Registrar of Voters of the County of Los Angeles.

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

ADOPTED this _____ day of _____, 2024.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

July 23, 2024

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

FROM: **CITY CONTROLLER**

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON LEVYING A MUNICIPAL TAX RATE FOR THE FISCAL YEAR 2024-2025**

SUMMARY

The purpose of this Ordinance is to authorize the levy of the assessed valuation municipal tax rate for Fiscal Year 2024-2025.

BACKGROUND

The City has levied a municipal tax (parcel tax) for many years in line with Section 1402, 1600 and 1601 of the City Charter to pay for the City's obligations under the Employees' Retirement Plan managed by the California Public Employees' Retirement System (CalPERS). The municipal tax is collected by the Los Angeles County Auditor-Controller on behalf of the City. The Los Angeles County Auditor-Controller has based assessed values at market values and it is necessary to set the municipal tax at a rate based on market value. The tax rate will decrease to 0.446484, which was 0.451632 in prior fiscal year.

STATEMENT OF ISSUE

The Los Angeles County Auditor-Controller requires that the municipal tax rate ordinance be passed each year by the City Council even though the municipal tax rate remains unchanged. This agenda item is required to comply with the County requirements.

FISCAL IMPACT

The passing of the attached Ordinance will ensure that the City's retirement fund continues to receive the municipal parcel tax revenues in line with the requirements of the City Charter for the purposes stipulated by the Charter. The municipal parcel tax generates approximately $35.2 million per year.

ALTERNATIVE

The City's General Fund would have to pay the cost of the retirement obligations resulting in severe financial consequences to other City programs and services.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Ordinance.

SHARON RAHBAN NAVIZADEH,
CITY CONTROLLER

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON LEVYING A MUNICIPAL TAX RATE FOR THE FISCAL YEAR 2024-2025

WHEREAS, the City has levied a municipal tax (parcel tax) for many years in line with Section 1402, 1600, and 1601 of the City Charter to pay for the City's obligations under the Employees' Retirement Plan managed by the California Public Employees' Retirement System (CalPERS); and

WHEREAS, the municipal tax is collected by the Los Angeles County Auditor-Controller on behalf of the City; and

WHEREAS, the Los Angeles County Auditor-Controller has based assessed rates at market values and it is necessary to set the municipal tax at rate based on market value; and

WHEREAS, it is required that the City certify the municipal tax rate every year.

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

Section 1. That there is hereby levied a municipal tax upon the equalized assessment of the taxable property in the City of Compton at a market valuation of the following rates (per cent):

Taxation District #1…….0.446484,

(Old City of Compton, Annexations 1 to 3 inc; 5 to 10 inc; 13 to 32 inc; 106, 107 111 to 122 inc; 125 to 133 inc; 136 to 139 inc; 141 to 143 inc; 145, 147, 149, 151, 152, 153A, 155, 158, 159, 160, 161, 163, 164, 168, 172A, 173B)

Rosecrans Redevelopment Project……0.446484,

Walnut Industrial Redevelopment Project…….0.446484,

Section 2. That said rate is made up as follow:

Employment Retirement (Debt Service)……0.446484,

Section 3. That the City Clerk shall certify to the adoption of this Ordinance by the City Council and shall cause this Ordinance to be published as required by law.

Section 4. That pursuant to Section 611 of the Compton Charter, this Ordinance shall take effect upon adoption of the City Council.

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

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 Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2024.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

ORDINANCE NO. 2,355

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON LEVYING A MUNICIPAL TAX RATE FOR THE FISCAL YEAR 2023-2024

WHEREAS, the City has levied a municipal tax (parcel tax) for many years in line with Section 1402, 1600, and 1601 of the City Charter to pay for the City's obligations under the Employees' Retirement Plan managed by the California Public Employees' Retirement System (CalPERS); and

WHEREAS, the municipal tax is collected by the Los Angeles County Auditor-Controller on behalf of the City; and

WHEREAS, the Los Angeles County Auditor-Controller has based assessed rates at market values and it is necessary to set the municipal tax at rate based on market value; and

WHEREAS, it is required that the City certify the municipal tax rate every year.

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

Section 1. That there is hereby levied a municipal tax upon the equalized assessment of the taxable property in the City of Compton at a market valuation of the following rates (per cent):

Taxation District #1.....0.451632

(Old City of Compton, Annexations 1 to 3 inc; 5 to 10 inc; 13 to 32 inc; 106, 107 111 to 122 inc; 125 to 133 inc; 136 to 139 inc; 141 to 143 inc; 145, 147, 149, 151, 152, 153A, 155, 158, 159, 160, 161, 163, 164, 168, 172A, 173B)

Rosecrans Redevelopment Project.....0.451632

Walnut Industrial Redevelopment Project.....0.451632

Section 2. That said rate is made up as follow:

Employment Retirement (Debt Service).....0.451632

Section 3. That the City Clerk shall certify to the adoption of this Ordinance by the City Council and shall cause this Ordinance to be published as required by law.

Section 4. That pursuant to Section 611 of the Compton Charter, this Ordinance shall take effect upon adoption of the City Council.

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

ADOPTED this 27th day of JUNE, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 27th day of JUNE, 2023.

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

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

CITY CLERK OF THE CITY OF COMPTON

July 23, 2024

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **MUNICIPAL WATER DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE MUNICIPAL WATER DEPARTMENT'S ARPA 2024-2025 FISCAL YEAR BUDGET, AND TO ESTABLISH A PURCHASE ORDER FOR THE CLA-VAL COMPANY (SOLE SOURCE VENDOR) FOR REPAIR AND REPLACEMENT OF CONTROL VALVES AT WATER WELL SITES IN AN AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED THIRTY-NINE DOLLARS AND FORTY CENTS ($322,839.40).**

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the Municipal Water Department's ARPA 2024-2025 Fiscal Year Budget and to establish a purchase order for the Cla-Val Company (Sole Source Vendor), for the repair and replacement of control valves at various well sites in an amount not to exceed Three Hundred Twenty-Two Thousand Eight Hundred Thirty-Nine Dollars and Forty Cents ($322,839.40).

BACKGROUND

The Compton Municipal Water Department (CMWD) is an Urban Retail Water Supplier providing water services to approximately 80% of the incorporated City limits. The water system consists of approximately 156 miles of water mains, 1,500 fire hydrants, 3,500 valves, 8 water wells, 2 water storage tank locations with 5 storage tanks total and 1 booster pump station.

Automatic control valves are located at all water well sites to obtain efficient water pressure and water flow management resulting in:

- Reduction of water loss through leakages.
- Reduction of the risk of water hammer and pipe bursts.
- Reduction of energy consumption as less water needs to be pumped through the system.

If worn control valves are not properly and timely serviced, water leakage can result in loss to complete shut off.

The City Council of the City of Compton approved Resolution 25,765 allocating $7,988,000 to the Compton Municipal Water Department from the American Rescue Plan

Act funds for the purpose of funding various capital improvement projects that will upgrade the Water Department's aging infrastructure. This expenditure is a part of the funding.

STATEMENT OF THE ISSUE

On June 25, 2024, the City Council adopted Resolution No 26,063, which authorized the City Manager to amend the Compton Municipal Water Department's Fiscal Year 2023-2024 American Rescue Plan Act (ARPA) Budget as follows:

Decrease Appropriations in Budget Account

- 2810-860-009-4391 Capital Outlay- Other $322,839.40

Increase Appropriations in Budget Account

- 2810-860-009-4236 Maintenance/Repair $322,839.40

Unfortunately, funds for this expenditure are no longer available in the 2023-2024 Fiscal Year Budget. It is necessary for the Department to change the funding source allocations to the 2024-2025 Fiscal Year Budget in the following Accounts:

Appropriations shall come from ARPA Fund Balance, Fund 2810 which has sufficient funds to pay for this expenditure.

Increase Appropriations in Budget Account

- 2810-860-009-4236 Maintenance/Repair $322,839.40

The Service Agreement, as executed between the City and Cla-Val Company will remain in effect and the project will begin after the City Council's recension of Resolution 26,063 and the approval of the attached resolution.

FISCAL IMPACT

The Municipal Water Department has a balanced budget and the recommendations are cost neutral to the ARPA funds and do not have a negative impact on the City's 2024-2025 Fiscal Year Budget.

This expenditure is ARPA eligible under the Drinking Water State Revolving Fund Eligibility Handbook in accordance with Part A – A3:

- *Install/replace earthquake shutoff valves and other pertinent valves*

Funds in the amount of Three Hundred Twenty-Two Thousand Eight Hundred Thirty-Nine Dollars and Forty Cents ($322,839.40) are allocated in American Rescue Plan Act (ARPA) Account 2810-860-009-4236- Maintenance/Repair for this expenditure.

Transfer of funds are revised as follows:

The amendments will not affect the balanced budget for Fiscal Year 2024-2025:

Appropriations shall come from ARPA Fund Balance, Fund 2810 which has sufficient funds to pay for this expenditure.

Increase Appropriations in Budget Account

- 2810-860-009-4236 Maintenance/Repair $322,839.40

A purchase order in the amount of Three Hundred Twenty-Two Thousand Eight Hundred Thirty-Nine Dollars and Forty Cents ($322,839.40) shall be established for Cla-Val Company for the service and repair of control valves at water well sites.

RECOMMENDATION

Staff recommends that the City Council rescinds Resolution No 26,063, and adopt the attached resolution.

JOSE GARFIAS
INTERIM GENERAL MANAGER
MUNICIPAL WATER DEPARTMENT

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS
CITY MANGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE MUNICIPAL WATER DEPARTMENT'S ARPA 2024-2025 FISCAL YEAR BUDGET, AND TO ESTABLISH A PURCHASE ORDER FOR THE CLA-VAL COMPANY (SOLE SOURCE VENDOR) FOR REPAIR AND REPLACEMENT OF CONTROL VALVES AT WATER WELL SITES IN AN AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED THIRTY-NINE DOLLARS AND FORTY CENTS ($322,839.40).

WHEREAS, the Compton Municipal Water Department (CMWD) is an Urban Retail Water Supplier providing water services to approximately 80% of the incorporated City limits; and

WHEREAS, the water system consists of approximately 156 miles of water mains, 1,500 fire hydrants, 3,500 valves, 8 water wells, 2 water storage tank locations with 5 storage tanks total and 1 booster pump station; and

WHEREAS, automatic control valves are located at all water well sites to obtain efficient water pressure and water flow management resulting in:

- Reduction of water loss through leakages.
- Reduction of the risk of water hammer and pipe bursts.
- Reduction of energy consumption as less water needs to be pumped through the system; and

WHEREAS, if worn control valves are not properly and timely serviced, water leakage can result in loss to complete shut off; and

WHEREAS, the CMWD requested the Cla-Val Company (Sole Source Vendor) to assess the control valves throughout the CMWD water operations; and

WHEREAS, the repairs and services to Water Wells 11-20 include but are not limited to: pipe train replacement, rebuilds, gate valves, solenoids, switches, waste valves, gaskets and bolts, travel, labor and shipping costs; and

WHEREAS, this expenditure is ARPA eligible under the Drinking Water State Revolving Fund Eligibility Handbook in accordance with Part A – A3:

- *Install/replace earthquake shutoff valves and other pertinent valves*

WHEREAS, the City Council of the City of Compton approved Resolution 25,765 allocating $7,988,000 to the Compton Municipal Water Department from the American Rescue Plan Act funds for the purpose of funding various capital improvement projects that will upgrade the Water Department's aging infrastructure and this expenditure is apart of this funding; and

WHEREAS, on June 25, 2024, the City Council of the City of Compton adopted Resolution 26,063 which authorized the budget amendments for fiscal year 2023-2024 and the Service Agreement with Cla-Val Company for the repair and replacement of control valves at various well sites; and

WHEREAS, the funding allocation was as follows from the 2023-2024 Fiscal Year Budget:

Decrease Budget Account

- 2810-860-009-4391 Capital Outlay- Other $322,839.40

Increase Budget Account

- 2810-860-009-4236 Maintenance/Repair $322,839.40

WHEREAS, funds for this expenditure are no longer available in the 2023-2024 Fiscal Year Budget; and

WHEREAS; it is necessary for the Department to change the funding source allocations to the 2024-2025 Fiscal Year Budget in the following Accounts:

Appropriations shall come from ARPA Fund Balance, Fund 2810 which has sufficient funds to pay for this expenditure.

Increase Appropriations in Budget Account

- 2810-860-009-4236 Maintenance/Repair $322,839.40

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 amend the City of Compton's Municipal Water Department's ARPA 2024-2025 Fiscal Year Budget as follows:

Appropriations shall come from ARPA Fund Balance, Fund 2810 which has sufficient funds to pay for this expenditure.

Increase Appropriations in Budget Account

- 2810-860-009-4236 Maintenance/Repair $322,839.40

Section 2. That funds in the amount of Three Hundred Twenty-Two Thousand Eight Hundred Thirty-Nine Dollars and Forty Cents ($322,839.40) shall be allocated in Fiscal Year 2024-2025 Fiscal Year Budget in Account 2810-860-009-4236.for this expenditure.

Section 3. That this expenditure is ARPA eligible under the Drinking Water State Revolving Fund Eligibility Handbook in accordance with Part A – A3:

- *Install/replace earthquake shutoff valves and other pertinent valves*

Section 4. That the City Manager is authorized to issue a purchase order to the Cla-Val Company for the repair and replacement of control valves at various well sites in the amount of Three Hundred Twenty-Two Thousand Eight Hundred Thirty-Nine Dollars and Forty Cents ($322,839.40) from Account 2810-860-009-4236.

Section 5. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Municipal Water Department.

Section 6. 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

RESOLUTION NO. 26,063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE MUNICIPAL WATER DEPARTMENT'S ARPA 2023-2024 FISCAL YEAR BUDGET, AND TO ISSUE A PURCHASE ORDER TO THE CLA-VAL COMPANY (SOLE SOURCE VENDOR) FOR REPAIR AND REPLACEMENT OF CONTROL VALVES AT WATER WELL SITES IN AN AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED THIRTY-NINE DOLLARS AND FORTY CENTS ($322,839.40).

WHEREAS, the Compton Municipal Water Department (CMWD) is an Urban Retail Water Supplier providing water services to approximately 80% of the incorporated City limits; and

WHEREAS, the water system consists of approximately 156 miles of water mains, 1,500 fire hydrants, 3,500 valves, 8 water wells, 2 water storage tank locations with 5 storage tanks total and 1 booster pump station; and

WHEREAS, automatic control valves are located at all water well sites to obtain efficient water pressure and water flow management resulting in:

- Reduction of water loss through leakages.
- Reduction of the risk of water hammer and pipe bursts.
- Reduction of energy consumption as less water needs to be pumped through the system; and

WHEREAS, if worn control valves are not properly and timely serviced, water leakage can result in loss to complete shut off; and

WHEREAS, the CMWD requested the Cla-Val Company (Sole Source Vendor) to assess the control valves throughout the CMWD water operations; and

WHEREAS, the repairs and services to Water Wells 11-20 include but are not limited to: pipe train replacement, rebuilds, gate valves, solenoids, switches, waste valves, gaskets and bolts, travel, labor and shipping costs; and

WHEREAS, after the transfer of funds in the amount of Three Hundred Twenty-Two Thousand Eight Hundred Thirty-Nine Dollars and Forty Cents ($322,839.40) are allocated in American Rescue Plan Act (ARPA) Account 2810-860-009-4236- Maintenance/Repair for this expenditure, a purchase order will be established for Cla-Val Company for the service and repair of control valves at water well sites.

Transfer as follows:

Decrease Budget Account

- 2810-860-009-4391 Capital Outlay- Other $322,839.40

Increase Budget Account

- 2810-860-009-4236 Maintenance/Repair $322,839.40

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 amend the City of Compton's Municipal Water Department's ARPA 2023-2024 Fiscal Year Budget as follows:

Decrease appropriations in Budget Account

- 2810-860-000-4391 Capital Outlay- Other $322,839.40

Increase appropriations in Budget Account

- 2810-860-009-4236 Maintenance/Repair $322,839.40

Section 2. That the City Manager is authorized to issue a purchase order to the Cla-Val Company for the repair and replacement of control valves at various well sites from Account No. 2810-860-009-4236..

Section 3. That funds in the amount of Three Hundred Twenty-Two Thousand Eight Hundred Thirty-Nine Dollars and Forty Cents ($322,839.40) are allocated in Account 2810-860-009-4236.

Section 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Municipal Water Department.

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

ADOPTED this 25th day of JUNE, 2024.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) 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 25th day of JUNE, 2024.

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

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

CITY CLERK OF THE CITY OF COMPTON

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

SERVICES AGREEMENT
BETWEEN THE CITY OF COMPTON AND
CLA-VAL COMPANY

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **CLA-VAL COMPANY** (hereinafter referred to as **"CONTRACTOR"**), located at 24100 Water Street, Perris, CA 92570

RECITALS

The City of Compton Municipal Water Department has determined that it requires services from a contractor to provide control valve repair and replacement at water well sites for the City of Compton Municipal Water operations.

The Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT:

1. Services to be Rendered by Contractor. It is the mutual understanding of the parties that the Contractor shall perform and be responsible for providing and rendering the following services outlined in Exhibit A - (Quotes and Estimates – Cla-Val Company), which shall include, but not be limited to the below-indicated tasks and deliverables:

Furnish control valve repair and replacement:

- Quotation Y24Q12584 – 041524 Compton Well 20 Pipe Train
- Quotation Y24Q12586 – 041524 Compton MWD C4 Pipe Train
- Quotation Y24Q12590 – 041524 Compton MWD C3 Pipe Train
- Quotation Y24Q12592 – 041524 City of Compton C1 Pipe Train
- Estimate WO-00009455 – City of Compton Well 20
- Estimate WO-00009454 – City of Compton Well 19
- Estimate WO-00009453 – City of Compton Well 18
- Estimate WO-00009452 – City of Compton Well 17
- Estimate WO -00009451 – City of Compton Well 16
- Estimate WO-00009450 – City of Compton Well 15
- Estimate WO-00009449 – City of Compton Well 11

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

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

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

2. **Duration of Contract.** Contractor agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner, for the duration of the term of this agreement upon completion of the work notated in Scope of Work.

Contractor will generally adhere to the schedule set forth by the City provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Contractor's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Contractor's officers or employees.

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

3. Compensation. The method of payment for this Contract will be on a fixed basis as specified within Contractor's Cost Proposals (Quotes/Estimates). The total price paid to the Contractor will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Contractor and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

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

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

As full and complete compensation for performance of all the services performed by the Contractor pursuant to this Agreement, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **Three Hundred Twenty-Two Thousand Eight Hundred Thirty-Nine Dollars and Forty Cents ($322,839.40)**.

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 noncancelable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Contractor's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. Ownership of Materials. All product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. [Contractor will have the right to make one (1) copy of the Work Product for Contractor's records.]

The Work Product may be used by City and its agents, employees,

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

5. **Independent Contractor Status.** Contractor, its officers, employees, subcontractors, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), will perform the services in Contractor's own way and pursuant to this Agreement as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. The persons used by Contractor to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the 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.

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

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

Agreement.

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

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

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

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

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

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

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

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

Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on 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-indicated insureds except for Workers' Compensation and errors and omissions insurance. Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense.

11.1 Commercial General Liability Insurance. $1,000,000 combined

single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

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

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

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

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

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

13. Maintenance of Records. Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor shall maintain all records and will allow inspection of all work, data, documents, proceedings, and activities related to the

Agreement for a period and to the extent required by laws relating to audits of public agencies and their expenditures, from the date of final payment under this Agreement.

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

15. 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.

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

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

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

terminate immediately upon written notice from the City.

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

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

19. Claims and Lawsuits. By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City by Contractor, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 et seq., the False Claim Act, applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees.

Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative proceeding as a result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

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

- Is not currently under supervision, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

_____ Date: _____
David Koeblitz
CFO

_____ Date: _____
Martin Pickett
CEO/President

21. <u>Jurisdiction, Venue and Governing Law</u>. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of

venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

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

23. 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.

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

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

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

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

28. 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.

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

TO CONTRACTOR:

CLA-VAL COMPANY
David Koeblitz, CFO
Martin Pickett, CEO/President

24100 Water Street
Perris, CA 92570

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: General Manager, Water Department
(310) 605-5555

With Copy to:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

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

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

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

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized

representatives to execute this Agreement on the dates set forth below.

CONTRACTOR:

By_____ **Dated: _____**
David Koeblitz
CFO

_____ **Date: _____**
Martin Pickett
CEO/President

CITY OF COMPTON:

Approved by:

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

Approved as to form:

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

ATTEST:

Dated: _____ **By _____**
Vernell McDaniel, City Clerk

EXHIBIT A

1701 Placentia Ave
Costa Mesa, CA 92627
Ph: 949-722-4800
www.cla-val.com

Quotation

Please Reference Quote Number on PO

Quote For

City of Compton

Prepared By

Lance Phillips
Service Sales Manager
lphillips@cla-val.com
925-519-2154

Reference

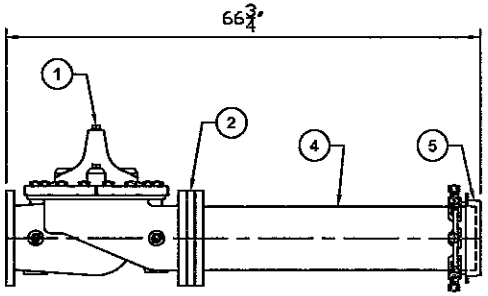
041524 Compton Well 20 Pipe Train

Quote Number	Y24Q12584
Quote Date (mm/dd/yyyy)	04/15/2024
Lead Time (ex factory)	4-6 weeks
FOB	Factory
Freight	Full Freight Allowed
Currency	USD$

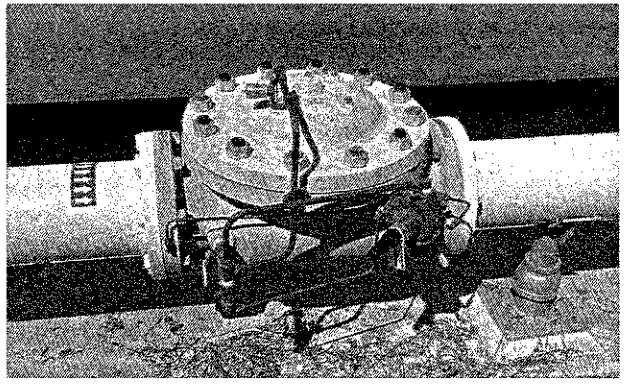
LN	Qty	Size	Model	Suffix Opt.	Description	KX Options (if applicable)	Unit Price	Ext. Price	N/L
0001	1.00	8"	Pipe Train		8" 40-01BCSVYKC Flow Control Valve E999998DSBSB150AG 8" Ductile Iron Pipe Spool 8" Mega Flange		$16,302.00	$16,302.00	Net
0002	1.00	10"	Pipe Train		10" 40-01BCSVYKC Flow Control Valve E9999910DSBSB150AG 10" Ductile Iron Pipe Spool 10" Mega Flange		$21,399.00	$21,399.00	Net
0003	1.00		Shipping		Shipping to the site, offloading done by others.		$1,000.00	$1,000.00	Net
							Grand Total	**$38,701.00**	

Quote is valid for 30 days from date of issue. Item lead times are subject to prior sale. Taxes are extra.
Any deviations from the specifications provided upon time of quote may result in pricing or lead time change. Please confirm all specifications, P&ID requirements, and addendums before ordering.

BILL OF MATERIALS		
ITEM	QTY	DESCRIPTION
1	1	8" CLA-VAL MODEL 40-01 FLOW CONTROL VALVE
2	1	8" ORIFICE PLATE
3	0	N/A
4	1	8" DUCTILE IRON FLG X PE PIPE SPOOL
5	1	8" EBAA MEGAFLANGE



SECTION VIEW

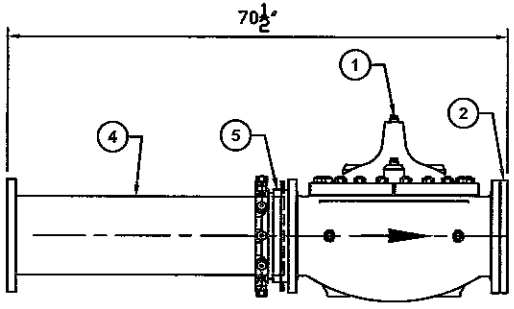


ESI FAB SYSTEMS
15410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-468-9119 - www.esiwater.com

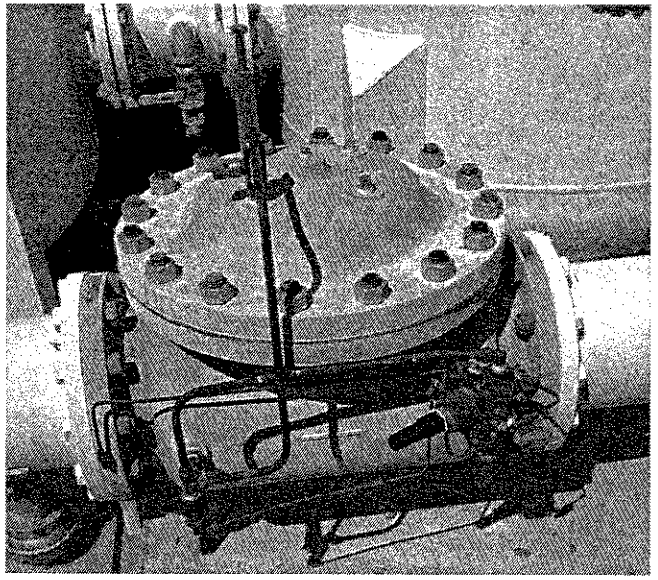
EPS07806 - REV: 0

PROJECT: 8" WELL 20

BILL OF MATERIALS		
ITEM	QTY	DESCRIPTION
1	1	10" CLA-VAL MODEL 40-01 FLOW CONTROL VALVE
2	1	10" ORIFICE PLATE
3		N/A
4	1	10" DUCTILE IRON FLG X PE PIPE SPOOL
5	1	10" EBAA MEGAFLANGE



SECTION VIEW



ESI FAB SYSTEMS
15410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-468-9119 - www.esiwater.com

EPS07807 - REV: 0

PROJECT: 10" WELL 20

1701 Placentia Ave
Costa Mesa, CA 92627
Ph: 949-722-4800
www.cla-val.com

Quotation

Please Reference Quote Number on PO

Quote For

City of Compton

Prepared By

Lance Phillips
Service Sales Manager
lphillips@cla-val.com
925-519-2154

Reference

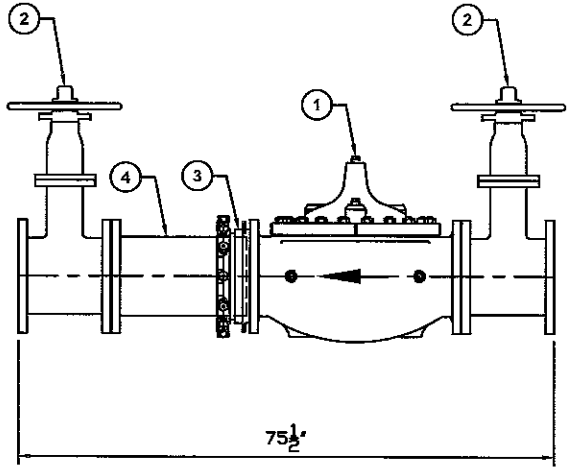
041524 Compton MWD C4 Pipe Train

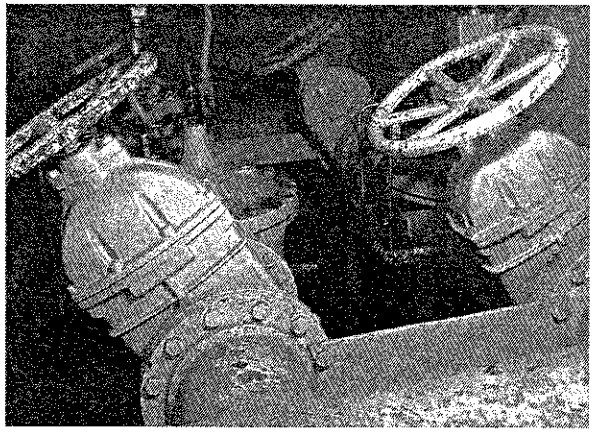
Quote Number	Y24Q12586
Quote Date (mm/dd/yyyy)	04/15/2024
Lead Time (ex factory)	4-6 weeks
FOB	Factory
Freight	Full Freight Allowed
Currency	USD$

LN	Qty	Size	Model	Suffix Opt.	Description	KX Options (if applicable)	Unit Price	Ext. Price	N/L
0001	2.00	10"	Pipe Train		10" 131-DV BCSYKCX 24VDC Solenoids, X105LCW Limit Switch E9999910DSSSB150AG (2) 10" Gate Valves 10" Pipe Spool 10" Megaflange	Full SS Pilot	$28,946.00	$57,892.00	Net
0002	1.00		Shipping		Shipping to the site, offloading done by others.		$2,000.00	$2,000.00	Net
							Grand Total	**$59,892.00**	

Quote is valid for 30 days from date of issue. Item lead times are subject to prior sale. Taxes are extra.
Any deviations from the specifications provided upon time of quote may result in pricing or lead time change. Please confirm all specifications, P&ID requirements, and addendums before ordering.

BILL OF MATERIALS		
ITEM	QTY	DESCRIPTION
1	1	10" CLA-VAL MODEL 131 ELECTRONIC CONTROL VALVE
2	2	10" NRS GATE VALVE (OPEN LEFT)
3	1	10" DUCTILE IRON FLG X PE PIPE SPOOL
4	1	10" EBAA MEGAFLANGE





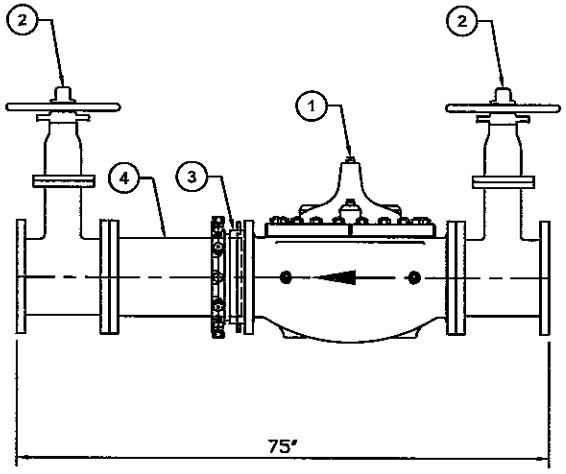
SECTION VIEW

ESI FAB SYSTEMS
15410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-468-9119 - www.esiwater.com

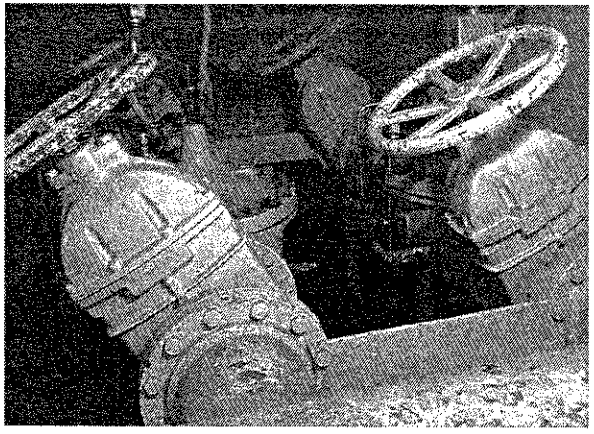
EPS07809 - REV: 0

PROJECT: COMPTON MWD C4

BILL OF MATERIALS		
ITEM	QTY	DESCRIPTION
1	1	10" CLA-VAL MODEL 131 ELECTRONIC CONTROL VALVE
2	2	10" NRS GATE VALVE (OPEN LEFT)
3	1	10" DUCTILE IRON FLG X PE PIPE SPOOL
4	1	10" EBAA MEGAFLANGE



SECTION VIEW



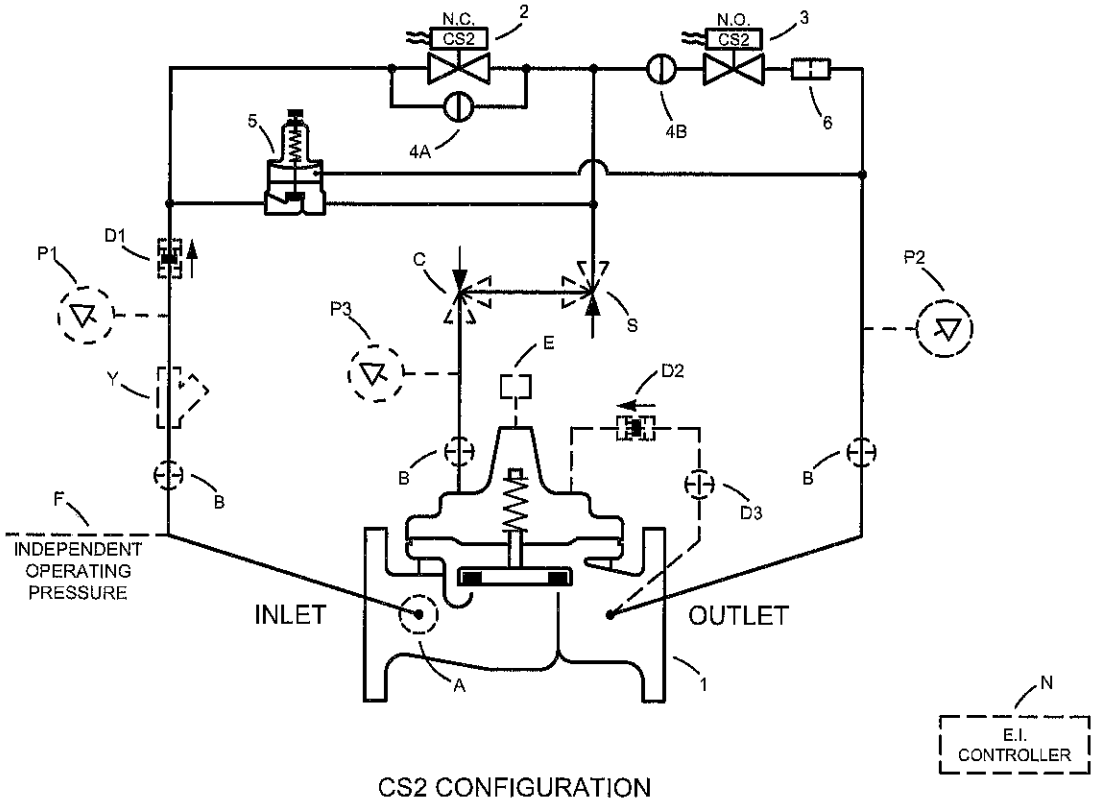
FAB SYSTEMS
15410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-468-9119 - www.esiwater.com

EPS07808 - REV: 0

PROJECT: COMPTON MWD C4

Model 131-DV

Electronic Interface Control Valve with Pressure Reducing Hydraulically Operated on Power Failure



CS2 CONFIGURATION

Standard Configuration for 6" & smaller 100-01 & 8" & smaller 100-20

NO.	BASIC COMPONENTS	QTY
1	HYTROL MAIN VALVE	1
2	SOLENOID CONTROL (NORMALLY CLOSED)	1
3	SOLENOID CONTROL (NORMALLY OPEN)	1
4	ISOLATION VALVE (SOLENOID BYPASS)	2
5	PRESSURE RELIEF CONTROL	1
6	RESTRICTION ASSEMBLY	1

NO.	OPTIONAL FEATURES	QTY
A	FLOW CLEAN STRAINER	1
B	ISOLATION VALVE	3
C	FLOW CONTROL (CLOSING)	1
D	CHECK VALVES WITH COCK	1
E	VALVE POSITION TRANSMITTER	1
F	INDEPENDENT OPERATING PRESSURE	
N	ELECTRONIC CONTROLLER (SINGLE)	1
P	PRESSURE GAUGE ASSEMBLY	3
S	FLOW CONTROL (OPENING)	1
Y	"Y" STRAINER	1
KC	EPOXY COATING	1

1701 Placentia Ave
Costa Mesa, CA 92627
Ph: 949-722-4800
www.cla-val.com

Quotation

Please Reference Quote Number on PO

Quote For

City of Compton

Prepared By

Lance Phillips
Service Sales Manager
lphillips@cla-val.com
925-519-2154

Reference

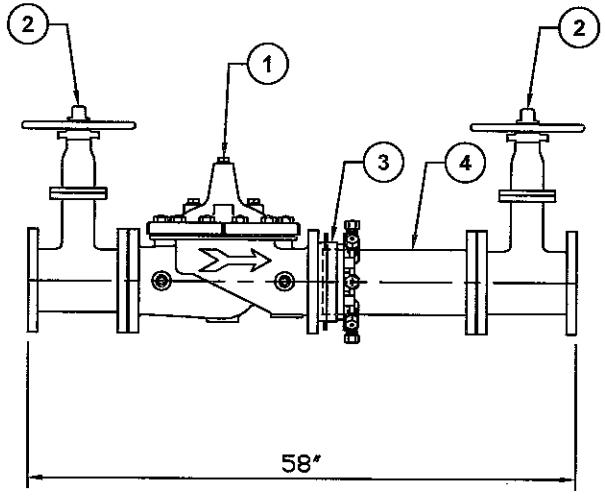
041524 City of Compton MWD C3 Pipe Train

Quote Number	Y24Q12590
Quote Date (mm/dd/yyyy)	04/15/2024
Lead Time (ex factory)	4-6 weeks
FOB	Factory
Freight	Full Freight Allowed
Currency	USD$

LN	Qty	Size	Model	Suffix Opt.	Description	KX Options (if applicable)	Unit Price	Ext. Price	N/L
0001	2.00	6"	Pipe Train		6" 131-DV BCSYKCX 24VDC Solenoids, X105LCW Limit Switch E9999910DSSSB150AG (2) 6" Gate Valves 6" Pipe Spool 6" Megaflange	Full SS Pilot System	$15,784.00	$31,568.00	Net
0002	1.00		Shipping		Shipping to the site, offloading done by others.		$750.00	$750.00	Net
							Grand Total	**$32,318.00**	

Quote is valid for 30 days from date of issue. Item lead times are subject to prior sale. Taxes are extra.
Any deviations from the specifications provided upon time of quote may result in pricing or lead time change. Please confirm all specifications, P&ID requirements, and addendums before ordering.

BILL OF MATERIALS		
ITEM	QTY	DESCRIPTION
1	1	6" CLA-VAL MODEL 131 ELECTRONIC CONTROL VALVE
2	2	6" NRS GATE VALVE (OPEN LEFT)
3	1	6" EBAA MEGAFLANGE
4	1	6" DUCTILE IRON FLG X PE PIPE SPOOL



PLAN VIEW

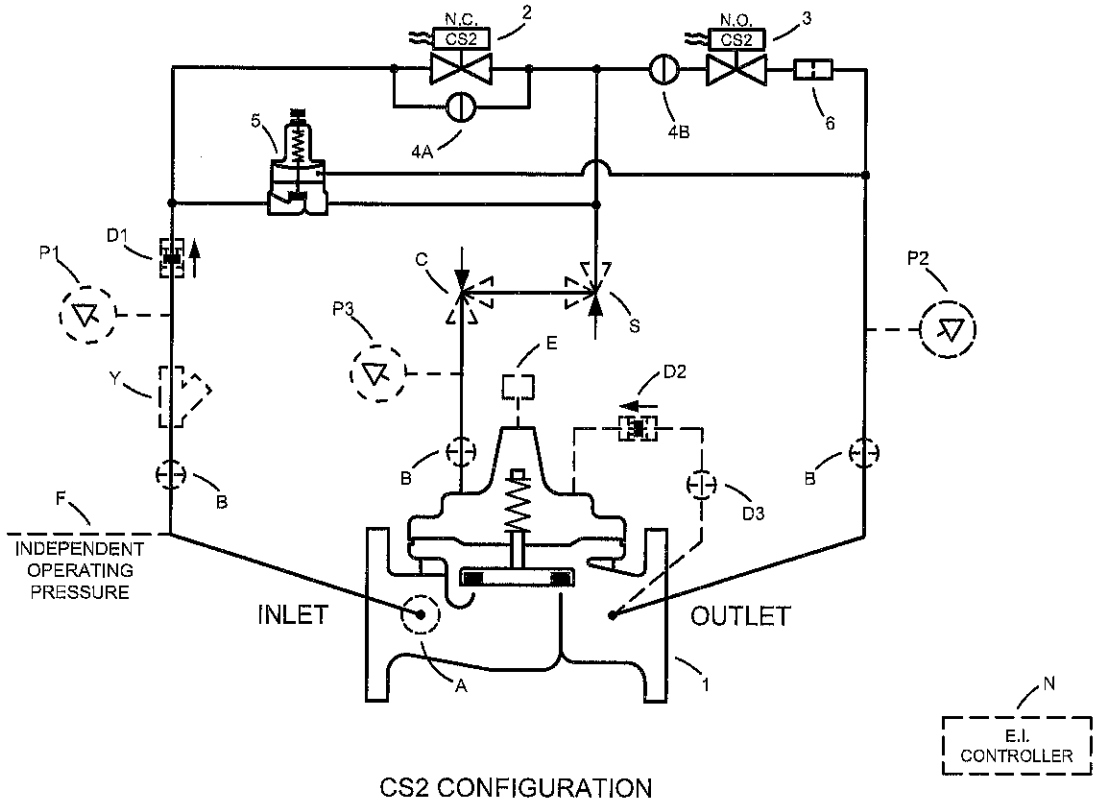
ESI FAB SYSTEMS
15410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-468-9119 - www.esiwater.com

EPS07811 - REV: 0

PROJECT: COMPTON MWD C3

Model 131-DV

Electronic Interface Control Valve with Pressure Reducing Hydraulically Operated on Power Failure



CS2 CONFIGURATION

Standard Configuration for 6" & smaller 100-01 & 8" & smaller 100-20

NO.	BASIC COMPONENTS	QTY
1	HYTROL MAIN VALVE	1
2	SOLENOID CONTROL (NORMALLY CLOSED)	1
3	SOLENOID CONTROL (NORMALLY OPEN)	1
4	ISOLATION VALVE (SOLENOID BYPASS)	2
5	PRESSURE RELIEF CONTROL	1
6	RESTRICTION ASSEMBLY	1

NO.	OPTIONAL FEATURES	QTY
A	FLOW CLEAN STRAINER	1
B	ISOLATION VALVE	3
C	FLOW CONTROL (CLOSING)	1
D	CHECK VALVES WITH COCK	1
E	VALVE POSITION TRANSMITTER	1
F	INDEPENDENT OPERATING PRESSURE	
N	ELECTRONIC CONTROLLER (SINGLE)	1
P	PRESSURE GAUGE ASSEMBLY	3
S	FLOW CONTROL (OPENING)	1
Y	"Y" STRAINER	1
KC	EPOXY COATING	1

1701 Placentia Ave
Costa Mesa, CA 92627
Ph: 949-722-4800
www.cla-val.com

Quotation

Please Reference Quote Number on PO

Quote For

City of Compton

Prepared By

Lance Phillips
Service Sales Manager
lphillips@cla-val.com
925-519-2154

Reference

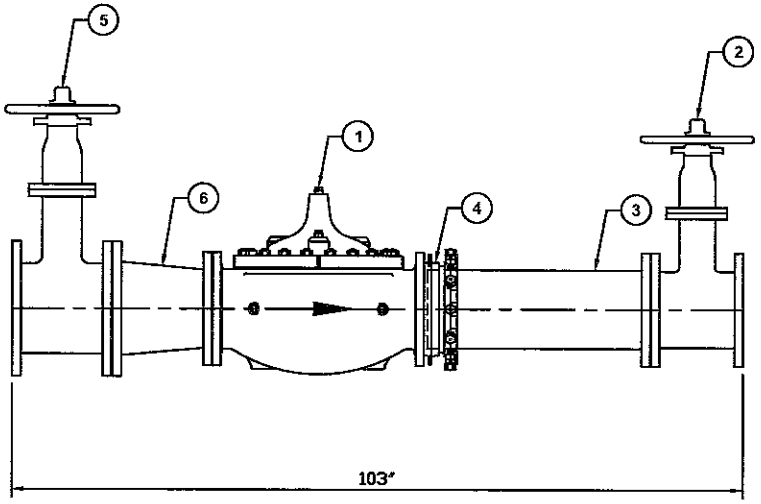
041524 City of Compton C1 Pipe Train

Quote Number	Y24Q12592
Quote Date (mm/dd/yyyy)	04/15/2024
Lead Time (ex factory)	4-6 weeks
FOB	Factory
Freight	Full Freight Allowed
Currency	USD$

LN	Qty	Size	Model	Suffix Opt.	Description	KX Options (if applicable)	Unit Price	Ext. Price	N/L
0001	1.00	8"	Pipe Train		8" 131-DV BCSYKCX 24VDC Solenoids, X105LCW Limit Switch E9999910DSSSB150AG (2) 8" Gate Valves 8" Pipe Spool 8" Megaflange Reuse the existing DPT & X144D		$19,113.00	$19,113.00	Net
0002	1.00	10"	Pipe Train		10" 131-DV BCSYKCX 24VDC Solenoids, X105LCW Limit Switch E9999910DSSSB150AG (2) 10" Gate Valves 10" Pipe Spool 10" Megaflange Reuse the existing DPT & X144D		$30,896.00	$30,896.00	Net
0003	1.00		Shipping				$2,000.00	$2,000.00	Net
							Grand Total	**$52,009.00**	

Quote is valid for 30 days from date of issue. Item lead times are subject to prior sale. Taxes are extra.
Any deviations from the specifications provided upon time of quote may result in pricing or lead time change. Please confirm all specifications, P&ID requirements, and addendums before ordering.

BILL OF MATERIALS		
ITEM	QTY	DESCRIPTION
1	1	10" CLA-VAL MODEL 133 METERING CONTROL VALVE
2	1	10" NRS GATE VALVE (OPEN LEFT)
3	1	10" DUCTILE IRON FLG X PE PIPE SPOOL
4	1	10" EBAA MEGAFLANGE
5	1	12" NRS GATE VALVE (OPEN LEFT)
6	1	12" X 10" DUCTILE IRON FLANGED CONCENTRIC REDUCER



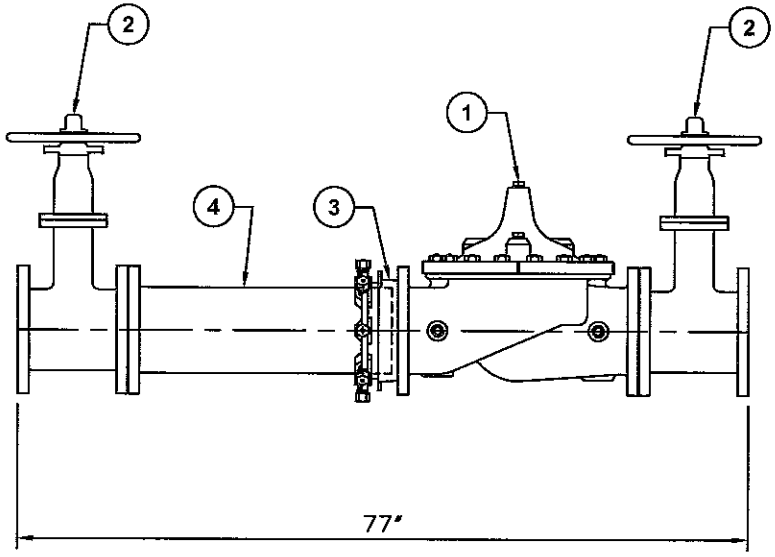
SECTION VIEW

ESI FAB SYSTEMS
15410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-468-9119 - www.esiwater.com

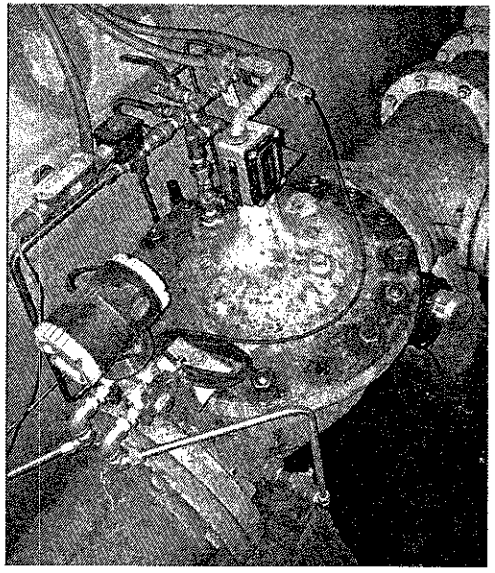
EPS07812 - REV: 0

PROJECT: COMPTON MWD C1

BILL OF MATERIALS		
ITEM	QTY	DESCRIPTION
1	1	8" CLA-VAL MODEL 133 METERING CONTROL VALVE
2	2	8" NRS GATE VALVE (OPEN LEFT)
3	1	8" EBAA MEGAFLANGE
4	1	8" DUCTILE IRON FLG X PE PIPE SPOOL



SECTION VIEW



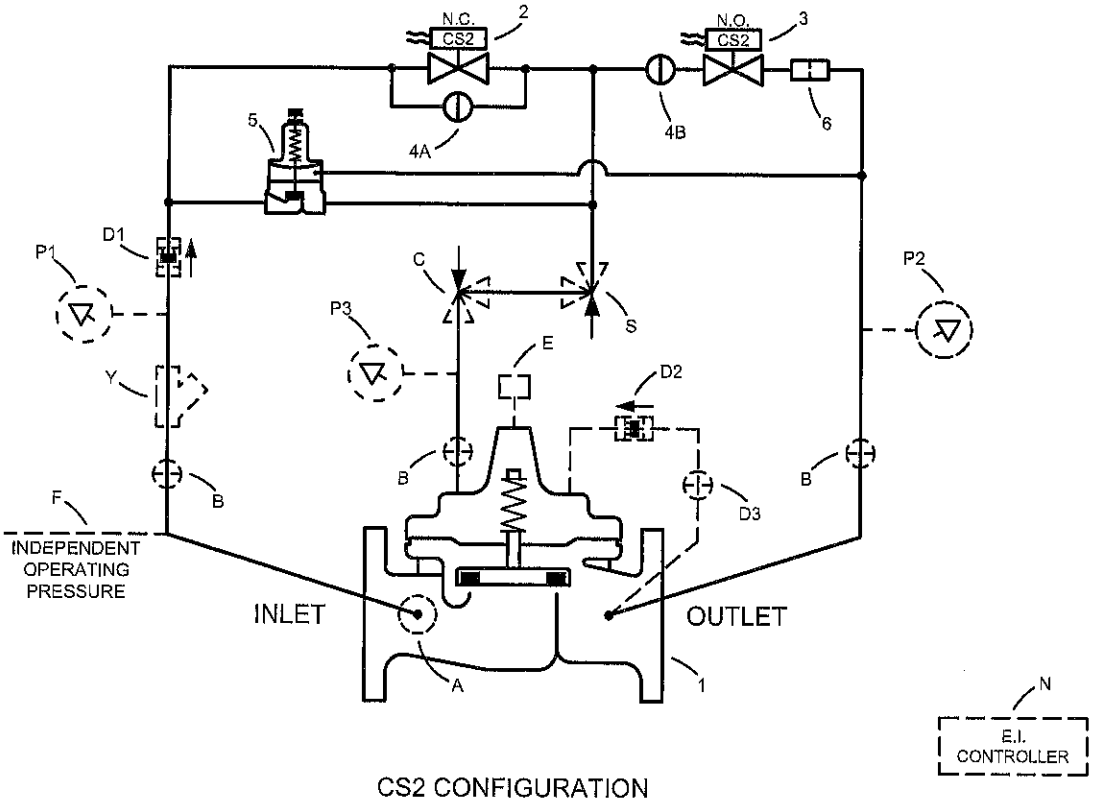
ESI FAB SYSTEMS
15410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-468-9119 - www.esiwater.com

EPS07810 - REV: 0

PROJECT: COMPTON MWD C1

Model 131-DV

Electronic Interface Control Valve with Pressure Reducing Hydraulically Operated on Power Failure



CS2 CONFIGURATION

Standard Configuration for 6" & smaller 100-01 & 8" & smaller 100-20

NO.	BASIC COMPONENTS	QTY
1	HYTROL MAIN VALVE	1
2	SOLENOID CONTROL (NORMALLY CLOSED)	1
3	SOLENOID CONTROL (NORMALLY OPEN)	1
4	ISOLATION VALVE (SOLENOID BYPASS)	2
5	PRESSURE RELIEF CONTROL	1
6	RESTRICTION ASSEMBLY	1

NO.	OPTIONAL FEATURES	QTY
A	FLOW CLEAN STRAINER	1
B	ISOLATION VALVE	3
C	FLOW CONTROL (CLOSING)	1
D	CHECK VALVES WITH COCK	1
E	VALVE POSITION TRANSMITTER	1
F	INDEPENDENT OPERATING PRESSURE	
N	ELECTRONIC CONTROLLER (SINGLE)	1
P	PRESSURE GAUGE ASSEMBLY	3
S	FLOW CONTROL (OPENING)	1
Y	"Y" STRAINER	1
KC	EPOXY COATING	1

Cla-Val Co
24100 Water Street Perris, CA 92570
ServiceSCal@cla-val.com | 855-512-6965
Salesperson: Lance Phillips
lphillips@cla-val.com | 925-519-2154
https://cla-val.com

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	**Service Account:** City of Compton Well 20 1300 W El Segundo Blvd Compton, CA 90222	**Reported By:** Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009455	**Estimate Type:** Rebuild	**20% Off List Price**

DETAILS

Booster 1

Model	60	Size	6"

Quantity	Product	Unit Price	Total Amount
12.00	6" & 8" Cover NUT,HX 3/4 -10 ASH 303	$8.00	$96.00
1.00	6" BODY PU 100PAKC DEC	$3,153.60	$3,153.60
1.00	6" Kit, 60/61 Rubber Rebuild	$412.80	$412.80
1.00	6" PA Bearing 100P 303	$746.40	$746.40
1.00	6" Retainer Ring EX 2.012 SST	$32.80	$32.80
2.00	CDC-1 TESP	$129.60	$259.20
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S	$36.00	$72.00
1.00	CSM11-A2-2 PILOT 120/60 1/4 AS	$1,861.60	$1,861.60
2.00	CV Speed Control 3/8" Stainless Steel	$428.00	$856.00
1.00	STAINLESS STEEL TUBING AND FITTINGS	$420.00	$420.00
2.00	X43 STRAINER 3/8 STAINLESS STEEL TT	$108.00	$216.00
3.00	Ω Labor, Prevailing Wage 2 People	$355.00	$1,065.00
			$9,191.40

Booster 2

Model	60	Size	6"

Quantity	Product	Unit Price	Total Amount
12.00	6" & 8" Cover NUT,HX 3/4 -10 ASH 303	$8.00	$96.00
1.00	6" BODY PU 100PAKC DEC	$3,153.60	$3,153.60
1.00	6" Kit, 60/61 Rubber Rebuild	$412.80	$412.80
1.00	6" PA Bearing 100P 303	$746.40	$746.40
1.00	6" Retainer Ring EX 2.012 SST	$32.80	$32.80
2.00	CDC-1 TESP	$129.60	$259.20
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S	$36.00	$72.00
1.00	CSM11-A2-2 PILOT 120/60 1/4 AS	$1,861.60	$1,861.60

Quantity	Product	Unit Price	Total Amount
2.00	CV Speed Control 3/8" Stainless Steel	$428.00	$856.00
3.00	Labor, Prevailing Wage 2 People	$355.00	$1,065.00
1.00	STAINLESS STEEL TUBING AND FITTINGS	$420.00	$420.00
2.00	X43 STRAINER 3/8 STAINLESS STEEL TT	$108.00	$216.00
			$9,191.40

Waste valve

Model	661	Size	4"

Quantity	Product	Unit Price	Total Amount
1.00	3" Bearing Retainer 100P 303	$32.80	$32.80
1.00	3" BODY PU 100PKC DEC	$1,618.40	$1,618.40
1.00	3" Disc Guide 100PM Stainless Steel 303	$491.20	$491.20
1.00	3" Disc Retainer 100PC Epoxy Coated IEC	$609.60	$609.60
1.00	3" Kit, 60/61 Rubber Rebuild	$279.20	$279.20
1.00	3" PA Bearing 100P 303	$634.40	$634.40
1.00	3" SEAT 100P Stainless Steel 316	$700.00	$700.00
1.00	3" SEAT O-RING -152 NBR	$2.40	$2.40
2.00	CDC-1 TESP	$129.60	$259.20
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S	$36.00	$72.00
1.00	CSM11-A2-2 PILOT 120/60 1/4 AS	$1,861.60	$1,861.60
2.00	CV Speed Control 3/8" Stainless Steel	$428.00	$856.00
1.00	STAINLESS STEEL TUBING AND FITTINGS	$400.00	$400.00
2.00	X43 STRAINER 3/8 STAINLESS STEEL TT	$108.00	$216.00
3.00	Ω Labor, Prevailing Wage 2 People	$355.00	$1,065.00
3.50	Ω Travel - 2 Peopl	$160.00	$560.00
			$9,657.80

Pre-Tax Estimate Total: $28,040.60

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:
1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
8. Work shall occur during normal business hours. Weekend and after hours available for additional fee.
9. Estimate valid for 30 days.
10. Estimate is an approximation and is not guaranteed. Service is billed on actual time and materials.

Terms and Conditions: https://www.cla-val.com/documents/pdf3/CV_Customer_terms.pdf

By agreeing to this Estimate, I am affirming I am authorized to legally obligate the Company/Municipality/Utility/Tribe/Entity/ Organization listed on this Estimate to pay for goods and services provided under this Estimate, regardless of Purchase Order or Contract/Agreement on file. An invoice will follow the Cla-Val Service Report and/or Estimate and will be due upon receipt, unless otherwise explicitly stated on previously established purchase order or agreement. Interest will accrue at the rate of 1% per month from Invoice date.

Cla-Val Co
24100 Water Street Perris, CA 92570
ServiceSCal@cla-val.com | 855-512-6965
Salesperson: Lance Phillips
lphillips@cla-val.com | 925-519-2154
https://cla-val.com

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	**Service Account:** City of Compton Well 19 1119 E Tucker St Compton, CA 90221 United States	**Reported By:** Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009454	**Estimate Type:** Rebuild	**20% Off List Price**

DETAILS

12inch Pump Control

Model	660	Size	12"

Quantity	Product	Unit Price	Total Amount
20.00	10" Cover NUT,HX 7/8-9 ASH 303	$8.00	$160.00
1.00	10" Kit, 60/61 Rubber Rebuild	$722.40	$722.40
2.00	CDC-1 H SP	$152.80	$305.60
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S	$36.00	$72.00
1.00	CSM11-A2-2 DISTRIBUTOR SS	$1,089.60	$1,089.60
2.00	CV Speed Control 3/8" Stainless Steel	$428.00	$856.00
1.00	STAINLESS STEEL TUBING AND FITTINGS	$500.00	$500.00
2.00	X43 STRAINER 3/8 STAINLESS STEEL TT	$108.00	$216.00
5.00	Ω Labor, Prevailing Wage 2 People	$355.00	$1,775.00
			$5,696.60

8 inch waste

Model	61	Size	8"

Quantity	Product	Unit Price	Total Amount
16.00	6" & 8" Cover NUT,HX 3/4 -10 ASH 303	$8.00	$128.00
1.00	8" Kit, 60/61 Rubber Rebuild	$686.40	$686.40
2.00	CDC-1 TESP	$129.60	$259.20
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S	$36.00	$72.00
1.00	CSM11-A2-2 DISTRIBUTOR SS	$1,089.60	$1,089.60
2.00	CV Speed Control 3/8" Stainless Steel	$428.00	$856.00
1.00	STAINLESS STEEL TUBING AND FITTINGS	$460.00	$460.00
2.00	X43 STRAINER 3/8 STAINLESS STEEL TT	$108.00	$216.00
4.00	Ω Labor, Prevailing Wage 2 People	$355.00	$1,420.00
			$5,187.20

Relief valve

Model	50	Size	6"

Quantity	Product	Unit Price	Total Amount
1.00	6" Kit, 50-01 Rubber Rebuild	$453.60	$453.60
1.00	6" STUD/NUT KIT 100 SST	$79.20	$79.20
1.00	CK2 1/2" BALL VALVE STAINLESS STEEL 316 S	$36.00	$36.00
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S	$36.00	$72.00
1.00	CRL Pilot, Stainless Steel IS 20-200 1/2" 300S	$1,634.40	$1,634.40
1.00	STAINLESS STEEL TUBING AND FITTINGS	$420.00	$420.00
3.00	Ω Labor, Prevailing Wage 2 People	$355.00	$1,065.00
3.50	Ω Travel - 2 People	$160.00	$560.00
			$4,320.20

Pre-Tax Estimate Total: $15,976.80

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:
1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
8. Work shall occur during normal business hours. Weekend and after hours available for additional fee.
9. Estimate valid for 30 days.
10. Estimate is an approximation and is not guaranteed. Service is billed on actual time and materials.

Terms and Conditions: https://www.cla-val.com/documents/pdf3/CV_Customer_terms.pdf

By agreeing to this Estimate, I am affirming I am authorized to legally obligate the Company/Municipality/Utility/Tribe/Entity/ Organization listed on this Estimate to pay for goods and services provided under this Estimate, regardless of Purchase Order or Contract/Agreement on file. An invoice will follow the Cla-Val Service Report and/or Estimate and will be due upon receipt, unless otherwise explicitly stated on previously established purchase order or agreement. Interest will accrue at the rate of 1% per month from Invoice date.

Cla-Val Co
24100 Water Street Perris, CA 92570
ServiceSCal@cla-val.com | 855-512-6965
Salesperson: Lance Phillips
lphillips@cla-val.com | 925-519-2154
https://cla-val.com

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	**Service Account:** City of Compton Well 18 1824 N. Santa Fe Ave Compton, CA 90221	**Reported By:** Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009453	**Estimate Type:** Rebuild	**20% Off List Price**

DETAILS

660-11

Model	660	Size	12"

Quantity	Product	Unit Price	Total Amount
1.00	10" BODY PU 100PAKC DEC	$4,713.60	$4,713.60
18.00	10" Cover NUT,HX 7/8-9 ASH 303	$8.00	$144.00
1.00	10" PA Bearing 100P 303	$1,127.20	$1,127.20
20.00	10" PA STUD,THD 7/8-9 STL	$61.60	$1,232.00
1.00	10" Seat 100P Stainless Steel 316	$2,477.60	$2,477.60
1.00	10" Seat O-RING -275 NBR	$10.40	$10.40
2.00	CDC-1 H SP	$152.80	$305.60
2.00	CK2 1/2" BALL VALVE STAINLESS STEEL 316 S	$36.00	$72.00
1.00	CSM11-HC 120/60 1/2 AS	$2,247.20	$2,247.20
2.00	CV Speed Control 3/8" Stainless Steel	$428.00	$856.00
1.00	REBUILD,KIT 100-03KC ASSY 10 DS 150	$8,037.60	$8,037.60
1.00	STAINLESS STEEL TUBING AND FITTINGS	$500.00	$500.00
2.00	X43 STRAINER 3/8 STAINLESS STEEL TT	$108.00	$216.00
1.00	X56 NUT ASSY CSM11 10STL	$134.40	$134.40
5.00	Ω Labor, Prevailing Wage 2 People	$355.00	$1,775.00
			$23,848.60

Waste Valve

Model	50	Size	8"

Quantity	Product	Unit Price	Total Amount
1.00	8" Kit, REBUILD ASSY DS ALL (Includes: Kit, Guide, Stem, Stem Nut,Retainer, Washer, Studs, Nut	$3,327.20	$3,327.20
1.00	8" SEAT 100 Stainless Steel 316	$1,320.80	$1,320.80
1.00	8" SEAT O-RING -173 NBR	$5.60	$5.60
1.00	CK2 1/2" BALL VALVE STAINLESS STEEL 316 S	$36.00	$36.00

Quantity	Product	Unit Price	Total Amount
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S	$36.00	$72.00
1.00	CRL Pilot, Stainless Steel IS 20-200 1/2" 300S	$1,634.40	$1,634.40
1.00	Stainless Steel Tubing & Fittings Partial	$460.00	$460.00
1.00	X44A .125 TESP	$772.80	$772.80
5.00	Ω Labor, Prevailing Wage 2 People	$355.00	$1,775.00
3.50	Ω Travel - 2 People	$160.00	$560.00
			$9,963.80

Pre-Tax Estimate Total: $33,874.00

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:
1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
8. Work shall occur during normal business hours. Weekend and after hours available for additional fee.
9. Estimate valid for 30 days.
10. Estimate is an approximation and is not guaranteed. Service is billed on actual time and materials.

Terms and Conditions: https://www.cla-val.com/documents/pdf3/CV_Customer_terms.pdf

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ServiceSCal@cla-val.com | 855-512-6965
Salesperson: Lance Phillips
lphillips@cla-val.com | 925-519-2154
https://cla-val.com

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	**Service Account:** City of Compton Well 17 480 W. Compton Blvd Compton, CA 90220	**Reported By:** Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009452	**Estimate Type:** Rebuild	**20% Off List Price**

DETAILS

50-05 waste valve

Model	50	Size	6"

Quantity	Product	Unit Price	Total Amount
1.00	3/8" Hytrol 100-01 Stainless Steel 999999TESS 300SG	$567.20	$567.20
1.00	6" 100-02 O-RING -335 NBR	$19.20	$19.20
1.00	6" Kit, REBUILD ASSY DS ALL (Includes: Kit, Guide, Stem, Stem Nut,Retainer, Washer, Studs, Nut	$2,017.60	$2,017.60
1.00	6" SEAT 100 Stainless Steel 316	$998.40	$998.40
1.00	CDC-1 H SP	$152.80	$152.80
2.00	CK2 1/2" BALL VALVE STAINLESS STEEL 316 S	$36.00	$72.00
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S	$36.00	$72.00
1.00	CRL Pilot, Stainless Steel IS 20-200 1/2" 300S	$1,634.40	$1,634.40
1.00	CS2S 120/60 NC1/2 SS Acuating Diaphragm Solenoid	$1,569.60	$1,569.60
1.00	STAINLESS STEEL TUBING AND FITTINGS	$420.00	$420.00
1.00	X44A .125 TESP	$772.80	$772.80
4.00	Ω Labor, Prevailing Wage 2 People	$355.00	$1,420.00
			$9,716.00

System valve

Model	40	Size	8"

Quantity	Product	Unit Price	Total Amount
1.00	8" Kit, REBUILD ASSY DS ALL (Includes: Kit, Guide, Stem, Stem Nut,Retainer, Washer, Studs, Nut	$3,327.20	$3,327.20
1.00	8" SEAT 100 Stainless Steel 316	$1,320.80	$1,320.80
1.00	8" SEAT O-RING -173 NBR	$5.60	$5.60
1.00	CDC-1 TESP	$129.60	$129.60
1.00	CDC-1 TQ316	$652.80	$652.80
1.00	CDHS18 1/4S 30-480 TESS 300S	$1,334.40	$1,334.40
1.00	CK2 3/4" BALL VALVE STAINLESS STEEL 316 S	$44.00	$44.00

Quantity	Product	Unit Price	Total Amount
4.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S	$36.00	$144.00
1.00	STAINLESS STEEL TUBING AND FITTINGS	$460.00	$460.00
3.50	Travel - 2 People	$160.00	$560.00
4.00	Ω Labor, Prevailing Wage 2 People	$355.00	$1,420.00
			$9,398.40

Pre-Tax Estimate Total: $19,114.40

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:
1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
8. Work shall occur during normal business hours. Weekend and after hours available for additional fee.
9. Estimate valid for 30 days.
10. Estimate is an approximation and is not guaranteed. Service is billed on actual time and materials.

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Salesperson: Lance Phillips
lphillips@cla-val.com | 925-519-2154
https://cla-val.com

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	**Service Account:** City of Compton Well 16 575 E Weber Ave Compton, CA 90222	**Reported By:** Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009451	**Estimate Type:** Installation	**20% Off List Price**

DETAILS

Waste valve

Model	61	Size	8"

Quantity	Product	Unit Price	Total Amount
1.00	8" Complete 61-02 w/ SS Tubes and Fittings (Angle)	$15,350.00	$15,350.00
1.00	Flange Gaskets & Bolts	$200.00	$200.00
3.50	Travel - 2 People	$160.00	$560.00
8.00	Ω Labor, Prevailing Wage 2 People	$355.00	$2,840.00
			$18,950.00

Pre-Tax Estimate Total: $18,950.00

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:
1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
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lphillips@cla-val.com | 925-519-2154
https://cla-val.com

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	**Service Account:** City of Compton Well 15 341 W Glencoe St Compton, CA 90220 United States	**Reported By:** Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009450	**Estimate Type:** Installation	**20% Off List Price**

DETAILS

Pump Control

Model	60	Size	4"

Quantity	Product	Unit Price	Total Amount
1.00	4" Complete 61-02 w/ SS Tubes and Fittings (Angle)	$7,682.00	$7,682.00
1.00	Flange Gaskets & Bolts	$100.00	$100.00
3.50	Travel - 2 People	$160.00	$560.00
4.00	Ω Labor, Prevailing Wage 2 People	$355.00	$1,420.00
			$9,762.00

Pre-Tax Estimate Total: $9,762.00

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:
1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
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lphillips@cla-val.com | 925-519-2154
https://cla-val.com

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	**Service Account:** City of Compton Well 11 841 W Greenleaf Blvd Compton, CA 90220 United States	**Reported By:** Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009449	**Estimate Type:** Installation	**20% Off List Price**

DETAILS

Pump Control

Model	61	Size	4"

Quantity	Product	Unit Price	Total Amount
1.00	4" Complete 61-02 w/ SS Tubes and Fittings (Angle)	$7,682.00	$7,682.00
1.00	Flange Gasket & Bolts	$100.00	$100.00
4.00	Labor, Prevailing Wage 2 People	$355.00	$1,420.00
3.50	Travel - 2 People	$160.00	$560.00
			$9,762.00

Pre-Tax Estimate Total: $9,762.00

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:
1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
8. Work shall occur during normal business hours. Weekend and after hours available for additional fee.
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lphillips@cla-val.com | 925-519-2154
https://cla-val.com

Estimate

Parent Account: 1459-0 City of Compton 205 S Willowbrook Ave Compton, CA 90220 United States	**Service Account:** City of Compton Well 13 700 E Caldwell St Compton, CA 90221 United States	**Reported By:** Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009428	**Estimate Type:** Preventative Maintenance	**20% Off List Price**

DETAILS

Pump Control

Model	61	Size	4"

Quantity	Product	Unit Price	Total Amount
2.00	4" Diaphragm Washer 100 Epoxy Coated IEC	$274.40	$548.80
1.00	4" Disc Retainer 100 Epoxy Coated IEC	$297.60	$297.60
1.00	4" Kit, 60/61 Rubber Rebuild	$363.20	$363.20
1.00	CDC Kit, Rubber Rebuild 3/8" B	$14.40	$14.40
1.00	CSM11-A2-2 DISTRIBUTOR SS	$1,089.60	$1,089.60
2.00	CV Speed Control 3/8" Stainless Steel	$428.00	$856.00
3.50	Travel - 2 People	$160.00	$560.00
2.00	Ω Labor, Prevailing Wage 2 People	$355.00	$710.00
			$4,439.60

Pre-Tax Estimate Total: $4,439.60

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:
1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
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July 23, 2024

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY CONTROLLER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT WITH CENTRALSQUARE TECHNOLOGIES, LLC ($613,858.86) FOR ENTERPRISE RESOURCE PLANNING SOFTWARE SERVICES, AND TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF THREE HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND TWENTY-THREE CENTS ($398,951.23) TO CENTRALSQUARE TECHNOLOGIES, LLC FOR ENTERPRISE RESOURCE PLANNING SOFTWARE SERVICES.**

SUMMARY

Staff is requesting that the City Council consider adopting a Resolution authorizing the City Manager to enter into a five (5) year professional services agreement (along with authorization to extend the term of the agreement for three (3) additional years) with CentralSquare Technologies, LLC to provide Enterprise Resource Planning Software Services to the City ($613,858.86) for a 5 year term, and to issue a Purchase Order for the amount of Three Hundred Ninety-Eight Thousand Nine Hundred Fifty-One Dollars and Twenty-Three Cents ($398,951.23) for services provided in years 1 through 3. Funding for years 4 and 5 of the agreement will be allocated in future City budgets.

BACKGROUND

The City uses the ONESolution module system to electronically record and maintain its financial accounting data. The City's departments rely heavily on this finance software in their operations daily. Such operations include making payments to vendors, recording financial information, providing financial reports to governmental auditors and decision makers, responding to public requests, and many other facets of the City's daily operations. Currently, the City's financial software is maintained by CentralSquare Technologies, LLC.

Resolution #25,124, authorized the City Manager to enter into an agreement with CentralSquare (Superion, LLC) for the maintenance of the City's financial module. On July 31, 2024, that agreement will expire.

STATEMENT OF ISSUE

In January 2024, City staff released a Request for Proposal (RFP) for Enterprise Resource

Planning (ERP) Software Services. The RFP was published in the Compton Bulletin newspaper, the City's website, and the California Society of Municipal Finance Officers (CSMFO) RFP website, which is accessed by CSMFO's commercial vendors actively providing financial and software services to municipalities in California. The City received four responses. The respondents to the ERP RFP were CentralSquare Technologies, LLC, Paycom Payroll, LLC, CYRET Technologies INC, and Oracle America INC.

Staff reviewed the proposals and conducted an apples-to-apples comparison on their prices. Staff from the Controller's Department organized and conducted interviews with all of the firms, and solicited the participation and input of other City Departments for which the respondent's services would be received, to establish the best candidate to meet the City's needs at the best cost. The apples-to-apples comparison weighed the value of the provided service to the mentioned cost listed in the proposals. During the interviews, the candidates were allowed to present extensive demonstrations of their software. Some other particular areas of interests included Payroll, Human Resources, Budgeting, Cashiering and Planning. After conducting the apples-to-apples cost comparison and candidate interviews, staff has determined that CentralSquare Technologies, LLC is the lowest responsible bidder for the Enterprise Resource Planning Software Services.

(*Please see Attachment "A" for cost comparison)*

CentralSquare Technologies, LLC is a leading software and information technology solutions provider that meets the specialized needs of the City. They currently provide a variety of solutions to more than 8,000 agencies, including local governments, across the United States. CentralSquare Technologies, LLC is proposing to integrate their Finance Enterprise software which is a cloud-based, commercial off the shelf (COTS) system. As the City is anticipating to upgrade the current OneSolution system with a new ERP solution, staff believes CentralSquare Technologies, LLC's familiarity with the City's current system and operations will be beneficial.

CentralSquare Technologies, LLC has provided the following fee schedule:

Year 1- $204,023.68 (Includes implementation and training)
Year 2- $95,086.61
Year 3- $99,840.94
Year 4- $104,832.99
Year 5- $110,074.64
Subtotal (Yrs. 1-5) - $613,858.86
Year 6- $115,578.29 (Optional)
Year 7- $121,357.29 (Optional)
Year 8- $127,425.16 (Optional)
Total (Yrs. 1-8) - $978,219.60

(Please see Attachment "B" for cost breakdown)

The City has relied on CentralSquare Technologies, LLC, previously known as Superion LLC, to provide financial software modules for the City to perform its daily operations *(Please see Attachment "C" for current modules)*. Upon approval to enter into a new contract with CentralSquare, Technologies, LLC, services to migrate OneSolution to the Cloud and updating to the latest version of Finance Enterprise, implementation of new modules for Accounts Receivable, Project Ledger, Fixed Assets, and Cognos Analytics Training will be added to the current software services provided. After the approval of the new contract, staff will be releasing an RFP (Request for Proposal) to attain the services of a consultant to help facilitate a thorough implementation process of the modules in accordance to the City's needs *(Please see Attachment "D" for the Controller's plan for the implementation consultant)*.

CentralSquare Technologies, LLC have other software modules that are optional. Those optional modules include Payroll, Human Resources, Cashiering, Permitting, and Utility Billing. These modules have been considered, but due to the needs of the City, staff believes it is in the best interest of the City to continue to consider other options for some of these modules, such as Payroll and Human Resources.

Payroll and Human Resources divisions are currently using the ADP (Automatic Data Processing) software to facilitate their daily operations. During the RFP process for the Enterprise Resource Planning (ERP), there were other software options for these services that staff is considering, but no decision has been made.

Staff is requesting authorization be given to enter into a multi-year agreement with CentralSquare Technologies, LLC for Enterprise Resource Planning Software services ($613,858.86) for a term of 5 years, and to open a Purchase Order in the amount of Three Hundred Ninety-Eight Thousand Nine Hundred Fifty-One Dollars and Twenty-Three Cents ($398,951.23) for services to be provided by CentralSquare Technologies, LLC in years 1 through 3.

FISCAL IMPACT

The cost for these services is not to exceed Six Hundred Thirteen Thousand Eight Hundred Fifty-Eight Dollars and Eighty-Six Cents ($613,858.86) for a 5 year term. A Purchase Order is requested to be authorized in the amount of Three Hundred Ninety-Eight Thousand Nine Hundred Fifty-One Dollars and Twenty-Three Cents ($398,951.23) for services to be provided by CentralSquare Technologies, LLC in years 1 through 3, from the following account:

Account Code	Account Name	Amount
1001-650-000-4222	General Fund Controller's Department Computer Software	$398,951.23

Funding for the remaining years of the agreement will be allocated in future City budgets.

ALTERNATIVE

As of July 31, 2024, the agreement with CentralSquare (Superion, LLC) for the software modules and maintenance of the City's financial software will expire. Financial operations such as making payments to vendors, recording financial information, providing financial reports to governmental auditors and decision makers, responding to public requests, and many other facets of the City's daily operations may be affected.

RECOMMENDATION

Staff recommends the City Council to adopt the attached Resolution to authorize the City Manager to enter into a multi-year agreement with CentralSquare Technologies, LLC, and also authorize the City Manager to open a Purchase Order in the amount of Three Hundred Ninety-Eight Thousand Nine Hundred Fifty-One Dollars and Twenty-Three Cents ($398,951.23) for services to be provided by CentralSquare Technologies, LLC in years 1 through 3.

SHARON RAHBAN NAVIZADEH
CITY CONTROLLER

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS JR.
EXECUTIVE DIRECTOR

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT WITH CENTRALSQUARE TECHNOLOGIES, LLC ($613,858.86) FOR ENTERPRISE RESOURCE PLANNING SOFTWARE SERVICES, AND TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF THREE HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND TWENTY-THREE CENTS ($398,951.23) TO CENTRALSQUARE TECHNOLOGIES, LLC FOR ENTERPRISE RESOURCE PLANNING SOFTWARE SERVICES.

WHEREAS, the City uses the ONESolution module system to electronically record and maintain its financial accounting data; and

WHEREAS, the City's departments rely heavily on this finance software in their operations daily. Such operations include making payments to vendors, recording financial information, providing financial reports to governmental auditors and decision makers, responding to public requests, and many other facets of the City's daily operations; and

WHEREAS, currently, the City's financial software is maintained by CentralSquare Technologies, LLC; and

WHEREAS, Resolution #25,124, authorized the City Manager to enter into an agreement with CentralSquare (Superion, LLC) for the maintenance of the City's financial module; and

WHEREAS, On July 31, 2024, that agreement will expire; and

WHEREAS, in January 2024, City staff released a Request for Proposal (RFP) for Enterprise Resource Planning (ERP) Software Services, in which the City received four proposals. The respondents to the ERP RFP were CentralSquare Technologies, LLC, Paycom Payroll, LLC, CYRET Technologies INC., and Oracle America INC; and

WHEREAS, staff reviewed the proposals and conducted an apples-to-apples comparison on their prices; and

WHEREAS, staff from the Controller's Department organized and conducted interviews with all of the firms, and solicited the participation and input of other City Departments for which the respondent's services would be received, to establish the best candidate to meet the City's needs at the best cost; and

WHEREAS, the apples-to-apples comparison weighed the value of the provided service to the mentioned cost listed in the proposals; and

WHEREAS, during the interviews, the candidates were allowed to present extensive demonstrations of their software; and

WHEREAS, after conducting the apples-to-apples cost comparison and candidate interviews, staff has determined that CentralSquare Technologies, LLC is the lowest responsible bidder for the Enterprise Resource Planning Software Services; and

WHEREAS, CentralSquare Technologies, LLC is a leading software and information technology solutions provider that meets the specialized needs of the City. They currently provide a variety of solutions to more than 8,000 agencies, including local

governments, across the United States. CentralSquare Technologies, LLC is proposing to integrate their Finance Enterprise software which is a cloud-based, commercial off the shelf (COTS) system; and

WHEREAS, as the City is anticipating to upgrade the current OneSolution system with a new ERP solution, staff believes CentralSquare's familiarity with the City's current system and operations will be beneficial; and

WHEREAS, CentralSquare Technologies, LLC has provided the following fee schedule:

Year 1- $204,023.68 (Includes implementation and training)
Year 2- $95,086.61
Year 3- $99,840.94
Year 4- $104,832.99
Year 5- $110,074.64

Subtotal (Yrs. 1-5) - $613,858.86

Year 6- $115,578.29 (Optional)
Year 7- $121,357.29 (Optional)
Year 8- $127,425.16 (Optional)

Total (Yrs. 1-8) - $978,219.60

WHEREAS, the City has relied on CentralSquare Technologies, LLC, previously known as Superion LLC, to provide financial software modules for the City to perform its daily operations. Upon approval to enter into a new contract with CentralSquare, Technologies, LLC, services to migrate OneSolution to the Cloud and updating to the latest version of Finance Enterprise, implementation of new modules for Accounts Receivable, Project Ledger, Fixed Assets, and Cognos Analytics Training will be added to the current software services provided. After the approval of the new contract, staff will be releasing an RFP (Request for Proposal) to attain the services of a consultant to help facilitate a thorough implementation process of the modules in accordance to the City's needs; and

WHEREAS, staff is requesting authorization be given to enter into a multi-year agreement with CentralSquare Technologies, LLC for Enterprise Resource Planning Software services ($613,858.86), and to open a Purchase Order in the amount of Three Hundred Ninety-Eight Thousand Nine Hundred Fifty-One Dollars and Twenty-Three Cents ($398,951.23) for services to be provided by CentralSquare Technologies, LLC in years 1 through 3 from account:

Account Code	Account Name	Amount
1001-650-000-4222	General Fund Controller's Department Computer Software	$398,951.23

WHEREAS, funding for the remaining years of the agreement will be allocated in future City budgets; and

WHEREAS, as of July 31, 2024, the agreement with CentralSquare (Superion, LLC) for the maintenance of the City's financial module will expire. Financial operations such as making payments to vendors, recording financial information, providing financial reports to governmental auditors and decision makers, responding to public requests, and

many other facets of the City's daily operations may be affected; and

WHEREAS, staff recommends the City Council to adopt the attached Resolution to authorize the City Manager to enter into a multi-year agreement with CentralSquare Technologies, LLC, and also authorize the City Manager to open a Purchase Order in the amount of Three Hundred Ninety-Eight Thousand Nine Hundred Fifty-One Dollars and Twenty-Three Cents ($398,951.23) for services to be provided by CentralSquare Technologies, LLC in years 1 through 3; and

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

SECTION 1. That the City Manager is hereby authorized to enter into a multi-year professional services agreement with CentralSquare Technologies, LLC Enterprise Resource Planning (ERP) Software services ($613,858.86),

SECTION 2. That a Purchase Order is to be issued in the amount of Three Hundred Ninety-Eight Thousand Nine Hundred Fifty-One Dollars and Twenty-Three Cents ($398,951.23) for services to be provided by CentralSquare Technologies, LLC in years 1 through 3 from the following account:

Account Code	Account Name	Amount
1001-650-000-4222	General Fund Controller's Department Computer Software	$398,951.23

Funding for the remaining years of the agreement will be allocated in future City budgets.

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

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

ADOPTED this _____ day of _____, 2024.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CLERK OF THE CITY OF COMPTON

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

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

Attachment A

Enterprise Resource Planning (ERP)
Apples-to-Apples Comparison

Firm name	Set-up	Services and Modules	Additional Services	OptionalServices	Other Fees	Travel	Year 1 Fee	Year 2 Fee	Year 3 Fee	Year 4 Fee	Year 5 Fee	Total Fee
	Implementation			(Not included)								
CentralSquare	Cloud Set-up $10,000 One-Time Fee	Project Management (Fixed Fee) - $17,160 Technical Services Fixed Fee) - $10,920 Training Services (Fixed Fee) - $19,305 VPN Hardware and Support - $2,700 Software Yearly Subscription - $88,558.68 (Discounted 20% off the MSRP $110,698, **Yearly Subscription subject to 5% CPI**) - General Ledger - Budgeting - Accounts Payable and Receivable - Bank Reconciliation - Cash Receipts - Fixed Assets - Purchasing Intergrated Finance Enterprise **HR Module, Cashiering, and Utility Billing Modules not included, but can be added** ***Please see Attachment "C" for other included modules**	Includes migrating ONESolution to the cloud and updating to the latest version of Finance Enterprise. - Forms - Documents Online - CentralSquare Analytics - Implementation Methodology - Project Management - Implementation - Stores Inventory - Project Allocation - Grants Management - Contract Management - PunchOut - Workflow	Onsite services may be purchased at $2,300 per trip which covers lodging and travel.	All services are included in the annual fee, except the Optional Services	No travel Cost	$204,023.68	$95,086.61	$99,840.94	$104,832.99	$110,074.64	$613,858.86
Paycom	$41,000 One Time	**HR Module, Payroll Module Only** - Beti - Employee Self-Service - Garnishments - Time Off Requests - Scheduling - Geofencing - Gone - Benefits Administration - Documents and Checklists - GL Concierge - Check Stuffing - Reporting and Analytics - Enhanced ACA - Applicant Tracking - Tax Credits - Paycom Learing **FEE - $137,000 base fee in Yr. 1** **CPI - 2% for yr. 2, 4% for yr. 3 added to the base fee**	Performance and Compensation Personnel Action Forms Government and Compliance Push Reporting **Note: All service fees are estimated. According to the proposal, more information is needed to give a precise cost.**	None listed in the proposal. All services are included in the fee.	None listed in the proposal	Not listed in the proposal	$153,875.00	$136,552.00	$139,283.00	$142,069.00	$144,910.00	**$716,689.00**
Oracle	$290,000 (One time Fee)	Software Yearly Subscription - $97,740 Fixed General Ledger Accounts Payable/Receivable Cash Management Purchasing/Procure-to-Pay Bank Reconciliation Fixed Assets/Capital Assets Planning and Budgeting Financial Reporting Vendor Maintenance Purchase Cards Travel/Expense Management **Budgeting Module, Some Cashiering Module (No Point of Sale), Payroll Module, HR Module, Planning Module**	All services are inclusive	Onsite and remote services (Travel and Expenses) are in additon to the service fee.	Travel - Estimated at 10% of total fee	$77,870.00	$387,740.00	$97,740.00	$97,740.00	$97,740.00	$97,740.00	**$778,700.00**
CYRET	$292,850 (One time Fee)	Accounts Payable Accounts Receivable General Ledger Payroll Reporting **Budgeting Module, Payroll Module, Cashering Module, HR Module**	All services are inclusive	All services are inclusive		$16,000.00	$368,450.00	$93,600.00	$95,220.00	$68,244.00	$69,104.00	**$694,618.00**

Attachment B

Compton, CA - RFP for Enterprise Resource Planning Software Services

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Finance Enterprise	$ 88,558.68	$ 92,986.61	$ 97,635.94	$ 102,517.74	$ 107,643.63	$ 113,025.81	$ 118,677.10	$ 124,610.96
VPN Hardware	$ 2,000.00	$ 2,100.00	$ 2,205.00	$ 2,315.25	$ 2,431.01	$ 2,552.56	$ 2,680.19	$ 2,814.20
VPN Support	$ 700.00							
Implementation: -Cloud Set Up -Consulting Service (BPR, go post support, etc..) -Project Management -Technical Services -Training Services	$ 112,765.00							
Yearly Total	**$204,023.68**	**$95,086.61**	**$99,840.94**	**$104,832.99**	**$110,074.64**	**$115,578.37**	**$121,357.29**	**$127,425.16**

Subtotal (Yrs. 1-5) - $613,858.86

Total (Yrs. 1-8) - $978,219.60

***Note: Years 6-8 are optional**

Attachment C

Registered Product	Version	Production...	Production...	Asset Status
ONESolution Accounts Payable	PA-ONESolution Financials v14.3 Build: 14.3.71.0 RTM			Activated
ONESolution Fixed Assets	PA-ONESolution Financials v14.3 Build: 14.3.71.0 RTM			Activated
ONESolution SPSONE Security	PA-ONESolution Financials v14.3 Build: 14.3.71.0 RTM			Activated
ONESolution Tech Services				Cancelled
ONESolution Budgeting w/ Budget Item Detail	PA-ONESolution Financials v14.3 Build: 14.3.71.0 RTM			Activated
ONESolution NUCLEUS	PA-ONESolution Financials v14.3 Build: 14.3.71.0 RTM			Cancelled
ONESolution Accounts Receivable	PA-ONESolution Financials v14.3 Build: 14.3.71.0 RTM			Activated
ONESolution Finance Check Management	PA-ONESolution Financials v14.3 Build: 14.3.71.0 RTM			Activated
ONESolution Finance Systems	PA-ONESolution Financials v14.3 Build: 14.3.71.0 RTM			Activated
ONESolution Bank Reconciliation	PA-ONESolution Financials v14.3 Build: 14.3.71.0 RTM			Cancelled
ONESolution General Ledger	PA-ONESolution Financials v14.3 Build: 14.3.71.0 RTM			Activated
ONESolution Purchasing	PA-ONESolution Financials v14.3 Build: 14.3.71.0 RTM			Activated
ONESolution Click, Drag, and Drill	PA-ONESolution Financials v14.3 Build: 14.3.71.0 RTM			Activated
ONESolution Finance Security	PA-ONESolution Financials v14.3 Build: 14.3.71.0 RTM			Activated
ONESolution Documents Online	PA-ONESolution Financials v14.3 Build: 14.3.71.0 RTM			Cancelled
ONESolution Person/Entity	PA-ONESolution Financials v14.3 Build: 14.3.71.0 RTM			Activated
Cognos Insight Standard Edition Authorized User				Cancelled
CentralSquare Customer Web Portal				Activated
ONESolution Workflow	PA-ONESolution Financials v14.3 Build: 14.3.71.0 RTM			Activated
Cognos BI: Base Bundle Multi-Data Source				Activated

Attachment D

Project Approach

(Below is the general project approach.)

1. Project Kick-off

    a. Review CentralSquare's scope of work

    b. Identify members of the Executive Steering Committee

    c. Identify members of CentralSquare's implementation staff and their duties

    d. Review CentralSquare's implementation plan and address any concerns

    e. Establish preferred time for regular meetings to update City staff on status of project milestones

    f. Establish training and meeting logistics regarding software, hardware, facilities, and the need to take attendance

    g. File sharing site training

2. Project Planning

    a. Develop schedule for project phases

        i. Included will be a plan for testing environment phases. The earlier testing can be done, the more time City staff will have to make desired changes.

        ii. A plan for staggered implementation will also be developed, including how staff will be able to run and integrate the system until all modules of CentralSquare are implemented

    b. Develop plan for any needed third-party solutions

    c. Coordinate and schedule training and module set-up sessions for each module. The training schedule should be realistic and leave room to make up for absenteeism and/or other unanticipated interruptions of staff participation. This also includes time for staff to review manuals for each module.

        i. Module set-up acceptance relies heavily on staff understanding and participation during these training sessions. Staff performance of "homework" and practicing

with the modules at their own desks also helps with staff understanding and participation. We will follow up on staff progress of this.

d. Determine staff/resource availability over the proposed implementation timeline

e. Identify Subject Matter Experts, Module Leads, and Project Participants from City staff. Identify back-ups, and obtain staff's commitment to participate in the project. Determine a back-up plan if staff exhibits wavering commitment to the project.

f. Identify staff for technical training and system administration training

g. Identify participants in the Change Management Team. This is recommended to be a sample of staff at various levels from different departments who will be users of the software. This team should primarily ask about and delve into issues that come up during training that will affect existing policies and procedures of the organization. Recommendations from this team will eventually reach the Executive Steering Committee for final decision-making. Information will be flowing to and from CentralSquare as well.

i. In addition to organizing the meeting, the first meeting agenda should include discussion of software features viewed in the demo that the City wants to take advantage of. This discussion should include possible policy or procedural changes that are already known to be likely with the implementation of the new ERP.

h. Develop a plan for how/when Subject Matter Experts will train the rest of City staff once Central Square's training responsibilities have expired. CentralSquare's focus is to "train the trainer".

i. Plan goals and objectives for Conversion of data from existing software, and any document-management concerns this may create. Data conversion early on can allow for easier testing of the modules and chart of accounts set up.

j. Develop plan on how to maintain and access data sitting in the City's existing ERP system. Gather and review costs of conversion and maintenance of old data with staff.

k. Identify access to File sharing site

3. System Admin

a. Coordinate software installation activities and verification testing

i. Review verification testing deliverables before sign off

b. Schedule system admin and chart of accounts design training

i. Coordinate meeting(s) for chart of accounts needs assessment

ii. Review materials provided by CentralSquare for organized and systematic chart of accounts design. Follow up with CentralSquare to ensure that City staff will not need to perform tedious data entry into the software.

iii. Can make recommendations to chart of accounts design if needed

c. Verify chart of accounts acceptance for G/L, Project Ledger, A/R, and Fixed Assets module in order to move forward.

4. Staff Training, Change Management, and Module Set-up

a. For all Executive Steering Committee meetings we will prepare an agenda and will follow up on action items.

i. Any new policy or procedural changes that get approved through these meetings will be added to CentralSquare training and module set-up agendas to ensure the intended usage of the software is understood by CentralSquare and City staff. This will also provide a tool to monitor CentralSquare's deliverable of its "As-is vs. To-be" analysis.

ii. If needed, consultant should assist City staff with formalizing and distributing the new policies and procedures

b. For all CentralSquare meetings, consultant should review agendas prepared by CentralSquare and distribute those agendas to the meeting participants. Consultant should follow up with those meeting participants to determine if there was any deviation from the meeting agenda and whether all topics on the agenda (as well as if all software options) were covered in detail. Consultant should follow up with CentralSquare for any irregularities or needs for additional training.

i. This will directly affect implementation in terms of adequacy of module set-up. This will be part of accepting/rejecting implementation control points and deliverables. We will provide feedback on rejections.

ii. Consultant should follow up with Module Leads to determine if planned City policy or procedural changes were taken into consideration adequately enough during the CentralSquare meetings.

iii. Consultant should follow up with CentralSquare and City staff to ensure all module manuals have been provided by CentralSquare and received by Staff.

iv. Consultant should follow up with Module Leads to determine which options or forms will have modification requests. Consultant should verify the costs of these requests, if any, and present to the City Management for a decision.

c. Consultant should maintain a list of project issues with the CentralSquare Project manager, and assign and communicate the priority of each issue.

i. Consultant should identify the individual responsible for facilitating resolution and follow up regularly until resolution has taken place. If resolution has not taken place by the needed time frame, consultant should escalate the issue through CentralSquare management.

d. Consultant should follow up with Module Leads, SMEs, and Participants after each training session or module set-up session to assess the project risks and the need for any policy changes within the City. Consultant should communicate those risks to the City Management, and to CentralSquare when necessary. Consultant should follow up until the risks have been resolved or eliminated.

i. This may include or result in scope-change, software development, or product-enhancement requests for CentralSquare. Consultant should also track, monitor, and follow up on these requests as well.

ii. This also applies to the "homework" that is done by City staff for Form Design, completion of auxiliary data tables, and workflow tables. The homework may also spur potential project risks, or needed policy changes.

e. Creation of user training accounts for all users. Consultant should follow up on staff usage and testing of the software in relation to their individual data and menu access rights. Consultant should monitor and communicate user progress and any resulting project risks or concerns to City Management.

f. Consultant should coordinate the review and approval of CentralSquare's As-Is vs. To-Be understanding. Consultant should follow up with City staff to approve CentralSquare's flow chart and/or questionnaire results, which will document the City's internal controls and operations with respect to software usage.

g. Consultant should follow up with meeting SMEs and Participants to determine if anything is needed for them to be able to eventually train other staff within the organization. This is to prepare staff for "train the trainer" approach that CentralSquare generally takes with their training sessions. Consultant should request and schedule more training secessions if needed.

5. Testing

a. Consultant should follow up with CentralSquare and determine if there are any unresolved issues with the conversion of old data. We will work with staff and CentralSquare to resolve those issues so adequate testing can occur. Consultant should ensure testing is done with reports and spot-checking from the legacy system to prove accuracy of conversion.

b. Consultant should ensure the testing environment reflects the “To-be” analysis done by CentralSquare for each module and for each of the forms within the modules.

c. Consultant should follow up with the Change Management Team to determine if there are any other issues that need to be addressed or resolved for the static test environment to be complete and ready for testing.

d. Consultant should review and determine if CentralSquare deliverables have been fulfilled in order for the City to provide the authorization to proceed upon the static test environment.

e. Consultant should confirm with staff whether adequate testing has been performed for each module, and the forms contained therein

i. A testing outline will be reviewed and followed for quality and timeliness

ii. This includes trial runs, the testing of interfaces, module integration, stress testing, and proper functioning of workflow and security features

iii. The infrastructure of hardware and network design will also be included in this verification

f. Consultant should determine if any contract modifications are needed as a result of requests made for product enhancement, changes in scope, or software development.

i. Consultant should work with CentralSquare and with the City staff to do a cost-benefit analysis of any contract modifications

ii. Consultant should ensure the contract modifications are included in the final static test environment

g. Consultant should review with CentralSquare which data sets can avoid manual entry and minimize tedious data entry for the City.

h. Consultant should follow up with testing-participants to determine if there are any testing issues and bring those issues to the attention of CentralSquare for resolution

i. Consultant should ask testing-participants about the software’s ability (within each module) to calculate properly, its workflow efficiency, ability to handle complex transactions as well as typical transactions, and sufficiency of available reporting.

ii. Consultant should follow up with staff to comment on the differences in the “parallel process” in testing CentralSquare’s modules with real live transactions in comparison to processing those transactions in the City’s existing software

iii. Consultant should confirm with staff and with CentralSquare that the results of the "parallel process" were (at a minimum) equivalent in terms of software deliverables

i. Consultant should follow up with City staff as to whether there are any impediments in being able to accept the static environment test performance and forward that information to CentralSquare to resolve any issues

j. Consultant should also follow up on the testing of the functionality of the staggered implementation approach, pre-live planning, and document a contingency plan

6. Go-Live

a. Consultant should follow up with CentralSquare and City staff to determine the status of the authorization to Go-Live, and assist with resolving any impediments to achieving the authorization to Go-Live.

b. Consultant should schedule end-user training and ensure out-reach to all end-users

c. Consultant should assist with disseminating Change Management Team Decisions

d. Consultant should finalize the Go-Live schedule and communicate to all participants

e. Consultant should confirm that all issues in relation to Conversion of old data have been resolved

f. Consultant should monitor Go-live use and gather issues from staff and follow up with CentralSquare for resolution

g. Consultant should ensure the CentralSquare Go-live support team responds to and resolves any issues with the software

h. Consultant should verify with Module Leads, and the Change Management Team, that the software is working as intended for each module

i. After final acceptance of the software during Go-Live consultant should assist the City in moving to the support relationship it will have with CentralSquare. Consultant should formalize a protocol for requesting and obtaining CentralSquare support or from any other needed resource

j. If there are projects/enhancements set aside for after the Go-Live phase, consultant should ensure the City has a plan to continue and ensure those projects are addressed or implemented.

July 23, 2024

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NUMBER 26,083 RE-ADOPTING AND RATIFYING THE SUBMISSION OF THE CITY'S FISCAL YEAR 2024-2025 CONSOLIDATED ANNUAL ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND USE OF FUNDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), THE HOME INVESTMENT PARTNERSHIP GRANT (HOME) PROGRAMS**

SUMMARY

Adoption of this resolution will authorize the City Manager to submit a revised City of Compton Fiscal Year (FY) 2024-2025 Consolidated Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD); the revised FY 2024-2025 Consolidated Annual Action Plan includes the City of Compton's (City) proposed use of funds in the amount of $1,302,913 in Community Development Block Grant (CDBG) and $446,886.47 in Home Investment Partnership Program (HOME).

BACKGROUND

On July 16, 2024, the City Council adopted Resolution 26,083 which authorized the submission of the City's FY 2024-2025 Consolidated Annual Action Plan. Upon closer review, it was determined by staff that the sections regarding CDBG and HOME proposed expenditure plan were last Fiscal Year (2023-2024) Council approved CDBG and HOME expenditure plans. Furthermore, the absence of the correct CDBG and HOME expenditure plan poses significant risks to the FY 2024-2025 Consolidated Annual Action Plan development and overall success of the program implementation as outlined in the original resolution. Thus, it is necessary to rescind Resolution No. 26,083 for the purpose of including the correct proposed expenditure plan.

In order to be eligible to receive Federal funds, the U.S. Department of Housing and Urban Development (HUD) requires the City of Compton ("City") to prepare an Annual Action Plan for each of the five (5) years covered by the City's 5-Year Consolidated Plan (2019-2024). The City must develop a Consolidated Annual Action Plan, which combines into a single submission to HUD the planning and application elements for the CDBG and HOME grants. The City produces the Action Plan annually before July 8th of each fiscal year to ensure its eligibility for CDBG and HOME grant funds.

HUD's Fiscal Year 2024-2025 federal grant allocation for the City's Community Development Block Grant (CDBG) is $1,302,913. The City's HOME program allocation for fiscal year 2024-2025 is $446,886.47 for programming. In accordance with HUD requirements and consistent with the City's Consolidated 5-Year Plan, Staff prepared the draft FY 2024-2025 Consolidated Annual Action Plan. As part of the planning process, a Notice of Funding Availability (NOFA) will be posted on the City's website and published in the Compton Bulletin Newspaper. CDBG applications will be made available beginning November 2024 and ending on January 2025. The Grants Division conducted one (1) Technical Assistance Workshop designed to provide prospective applicants with information regarding the FY 2024 application process and eligibility requirements for the grants mentioned above programs. Staff met with seven individuals representing seven organizations. The City received eight public service applications that included $306,386 funding requests from eight distinctive organizations.

On May 22, 2024, the City released a NOFA for the drafted FY 2024-2025 HUD Funding Recommendations for CDBG & HOME funding for a 30-day review period to obtain public input and comments on the proposed Action Plan. The City of Compton has met all HUD requirements in the development of the Annual Action Plan.

CDBG Program:

The primary objective of the CDBG program is to develop viable urban communities by providing decent housing and a suitable living environment, principally for persons of low and moderate income. The proposed eligible CDBG activities for Fiscal Year 2024-2025 are as follows:

	FY 2024-2025 CDBG PROGRAM / ACTIVITY	AMOUNT
1	CDBG Program Administration	$260,582.60
2	Fair Housing Foundation	$ 10,000
3	Champions of Caring	$ 12,600
4	Compton Youth Build	$ 35,000
5	Community Legal Aid SoCal	$ 20,000
6	The Children's Clinic	$ 35,000
7	Unearth and Empower Communities	$15,000
8	Housing Rehabilitation Program	$200,000
9	Park Improvement Project	$250,000
10	Business Façade Project	$250,000
11	Employment Training Program	$214,730.40
	TOTAL	**1,302,913**

Home Program:

The primary purpose of the HOME Program is to preserve and increase the supply of decent, safe, and sanitary affordable rental and owner-occupied housing primarily for persons of low and moderate income. The proposed eligible HOME activities for Fiscal Year 2024-2025 are as follows:

	FY 2024-2025 HOME PROGRAM / ACTIVITY	AMOUNT
a	HOME Program Administration	$44,688.65
b	HOME CHDO Activity	$67,029.97
c	HOME First Time Homebuyers Program	$335,149.85
	TOTAL	**$446,886.47**

STATEMENT OF ISSUE

In order for the City of Compton to receive the federal fund grant allocations from HUD in the form of CDBG and HOME grant funds, City Council authorization is required to approve and submit the Consolidated Annual Action Plan for FY 2024-2025 which includes CDBG and HOME grant applications and the City's proposed use of federal funds.

FISCAL IMPACT

The General Fund will not be negatively impacted by the proposed FY 2024-2025 Consolidated Annual Action Plan.

RECOMMENDATIONS

Staff recommends that City Council adopt the proposed FY 2024-2025 Consolidated Annual Action Plan ("Plan") and authorize the City Manager to submit the Plan to HUD and execute any and all necessary applications and/or agreements to implement the proposed programs pursuant to the funding allocations in the City's Plan.

TURMEL WOODS
GRANTS COMPLIANCE MANAGER

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NUMBER 26,083 RE-ADOPTING AND RATIFYING THE SUBMISSION OF THE CITY'S FISCAL YEAR 2024-2025 CONSOLIDATED ANNUAL ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND USE OF FUNDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), THE HOME INVESTMENT PARTNERSHIP GRANT (HOME) PROGRAMS

WHEREAS, in order to be eligible to receive federal funds, the U.S. Department of Housing and Urban Development (HUD) requires the City of Compton ("City") to prepare an Annual Action Plan for each of the five (5) years covered by the City's Consolidated 5-Year Plan (2019-2024); and

WHEREAS, the City must develop a Consolidated Annual Action Plan which combines into a single submission to HUD the planning and application elements for the CDBG and HOME grants. The City produces the Action Plan annually, which is due before July 8th of each fiscal year, to ensure its eligibility for CDBG and HOME grant funds; and

WHEREAS, HUD's Fiscal Year 2024-2025 federal grant allocation for the City's Community Development Block Grant (CDBG) is $1,302,913. The City's HOME program allocation for fiscal year 2024-2025 is $446,886.47 for programming; and

WHEREAS, in accordance with HUD requirements and consistent with the City's Consolidated 5-Year Plan, Staff prepared the draft FY 2024-2025 Consolidated Annual Action Plan which outlines the City's planned use of CDBG and HOME grant funds; and

WHEREAS, on July 16, 2024, the City Council adopted Resolution 26,083 which authorized the submission of the City's FY 2024-2025 Consolidated Annual Action Plan. Upon closer review, it was determined by staff that the sections regarding CDBG and HOME proposed expenditure plan were last Fiscal Year (2023-2024) Council approved CDBG and HOME expenditure plans; and

WHEREAS, furthermore, the absence of the correct CDBG and HOME expenditure plan poses significant risks to the FY 2024-2025 Consolidated Annual Action Plan development and overall success of the program implementation as outlined in the original resolution. Thus, it is necessary to rescind Resolution No. 26,083 for the purpose of including the correct proposed expenditure plan; and

WHEREAS, as part of the planning process, a Notice of Funding Availability (NOFA) will be posted on the City's website and published in the Compton Bulletin Newspaper. CDBG applications will be made available beginning November 2024 and ending in January 2025. The Grants Division conducted one (1) Technical Assistance Workshop designed to provide prospective applicants with information regarding the FY 2024 application process and eligibility requirements for the grants mentioned above programs; and

WHEREAS, on May 22, 2024, the City released a NOFA for the drafted FY 2024-2025 HUD Funding Recommendations for CDBG & HOME funding for a 30-day review period to obtain public input and comments on the proposed Action Plan. The City of Compton has met all HUD requirements in the development of the Annual Action Plan and

WHEREAS, the primary objective of the CDBG program is to develop viable urban communities by providing decent housing and a suitable living environment, principally for persons of low and moderate income; and

WHEREAS, the primary purpose of the HOME Program is to preserve and increase the supply of decent, safe, and sanitary affordable rental and owner-occupied housing primarily for persons of low and moderate income.

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

SECTION 1: That the City Council shall adopt the funding recommendations of the draft FY 2024-2025 Consolidated Annual Action Plan as follows:

	FY 2024-2025 CDBG PROGRAM / ACTIVITY	AMOUNT
1	CDBG Program Administration	$260,582.60
2	Fair Housing Foundation	$ 10,000
3	Champions of Caring	$ 12,600
4	Compton Youth Build	$ 35,000
5	Community Legal Aid SoCal	$ 20,000
6	The Children's Clinic	$ 35,000
7	Unearth and Empower Communities	$15,000
8	Housing Rehabilitation Program	$200,000
9	Park Improvement Project	$250,000
10	Business Façade Project	$250,000
11	Employment Training Program	$214,730.40
	TOTAL	**1,302,913**

	FY 2024-2025 HOME PROGRAM / ACTIVITY	AMOUNT
a	HOME Program Administration	$44,688.65
b	HOME CHDO Activity	$67,029.97
c	HOME First Time Homebuyers Program	$335,149.85
	TOTAL	**$446,886.47**

SECTION 2. That the City Manager is authorized to submit the revised Fiscal Year 2024-2025 Consolidated Annual Action Plan to the Department of Housing and Urban Development (HUD).

SECTION 3. That the City Manager is authorized to execute all necessary documents and implement all programs included in the FY 2024-2025 Consolidated Annual Action Plan.

SECTION 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk, and the Grants Division.

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

I, Vernell McDaniel, City Clerk of the City of Compton, do 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-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 26,083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE SUBMISSION OF THE CITY'S FISCAL YEAR 2024-2025 CONSOLIDATED ANNUAL ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND USE OF FUNDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), THE HOME INVESTMENT PARTNERSHIP GRANT (HOME) PROGRAMS

WHEREAS, In order to be eligible to receive federal funds, the U.S. Department of Housing and Urban Development (HUD) requires the City of Compton ("City") to prepare an Annual Action Plan for each of the five (5) years covered by the City's Consolidated 5-Year Plan (2019-2024); and

WHEREAS, the City must develop a Consolidated Annual Action Plan which combines into a single submission to HUD the planning and application elements for the CDBG and HOME grants. The City produces the Action Plan annually, which is due before July 8th of each fiscal year, to ensure its eligibility for CDBG and HOME grant funds; and

WHEREAS, HUD's Fiscal Year 2024-2025 federal grant allocation for the City's Community Development Block Grant (CDBG) is $1,302,913. The City's HOME program allocation for fiscal year 2024-2025 is $446,886.47 for programming; and

WHEREAS, In accordance with HUD requirements and consistent with the City's Consolidated 5-Year Plan, Staff prepared the draft FY 2024-2025 Consolidated Annual Action Plan which outlines the City's planned use of CDBG and HOME grant funds; and

WHEREAS, as part of the planning process, a Notice of Funding Availability (NOFA) was posted on the City's website and published in the Compton Bulletin Newspaper. Applications were available November 23, 2022 and ending on January 26, 2023; and

WHEREAS, the Grants Division hosted a CDBG applicant technical assistance workshop on December 15, 2022. The workshop was for applicants that wanted to learn more about the requirements to apply for City's CDBG funding. In addition, on March 30, 2023, the Grants Division hosted another public participation meeting to receive input on housing and community development needs and upcoming priorities for Fiscal Year 2023-2024 from the public; and

WHEREAS, On April 5, 2023, the City released a NOFA for the drafted FY 2023-2024 Consolidated Annual Action Plan for a 30-day review period to obtain public input and comments on the proposed Action Plan. The City of Compton has met all HUD requirements in the development of the Annual Action Plan; and

WHEREAS, the primary objective of the CDBG program is to develop viable urban communities by providing decent housing and a suitable living environment, principally for persons of low and moderate income; and

WHEREAS, the primary purpose of the HOME Program is to preserve and increase the supply of decent, safe, and sanitary affordable rental and owner-occupied housing primarily for persons of low and moderate income; and

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

SECTION 1: That the City Council shall adopt the funding recommendations of the draft FY 2023-2024 Consolidated Annual Action Plan as follows:

	FY 2023-2024 CDBG PROGRAM / ACTIVITY	AMOUNT
1	CDBG Program Administration	$279,290
2	Fair Housing Foundation	$ 10,000
3	Champions of Caring	$ 12,600
4	Compton Youth Build	$ 30,000
5	Community Legal Aid SoCal	$ 20,000
6	The Maker's Hub	$ 25,000
7	The Children's Clinic	$ 90,000
8	FY 2021-2022 Southern California Jr. Cricket	$10,000
9	FY 2022-2023 Southern California Jr. Cricket	$10,000
10	Housing Rehabilitation Program	$200,000
11	Park Improvement Project	$209,560
12	Heritage House Restoration Project	$200,000
13	Residential Street Improvement Project	$340,000
	TOTAL	**1,436,450**

	FY 2023-2024 HOME PROGRAM / ACTIVITY	AMOUNT
a	HOME Program Administration	$58,220
b	HOME CHDO Activity	$87,331
c	HOME First Time Homebuyers Program	$436,650
	TOTAL	**$582,201**

SECTION 2. That the City Manager is authorized to submit the Fiscal Year 2023-2024 Consolidated Annual Action Plan to the Department of Housing and Urban Development (HUD).

SECTION 3. That the City Manager is authorized to execute all necessary documents and implement all programs included in the FY 2023-2024 Consolidated Annual Action Plan.

SECTION 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk, and the Grants Division.

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

ADOPTED this 16th day of JULY, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Vernell McDaniel, City Clerk of the City of Compton, do 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 16th day of JULY, 2023.

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

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

CITY CLERK OF THE CITY OF COMPTON

July 16, 2024

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

FROM: **CITY CLERK**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT FOR THE RENEWAL OF COMPUTER SOFTWARE MAINTENANCE AND SUPPORT, AND AGENDA MEDIA SERVICES, AND ESTABLISH A PURCHASE ORDER WITH HYLAND SOFTWARE, INC. FOR AGENDA DOCUMENT MANAGEMENT AND PUBLIC MEETING MANAGEMENT FOR DOLLAR AMOUNT OF ONE HUNDRED TWENTY-EIGHT THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS AND TWENTY-SEVEN CENTS. ($128,634.27).**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into a three (3) year agreement with Hyland Software, Inc. for the renewal of computer software maintenance, support, and agenda media services for the City's paperless agenda software application and the public meeting management system, and authorize the establishment of a purchase order in the amount of Forty Thousand Five Hundred Thirty-One Dollars and Two Cents ($40,531.02).

BACKGROUND

In 2018, the City contracted with Hyland Software Inc. to provide computer software product maintenance, and support of an automated agenda system designed to provide for the effective processing, record keeping, and use of the City's website agenda access, and to provide streaming media management software and services that would facilitate the streaming and distribution of live and archived video and audio content from public meetings. This enhanced the City's government transparency and public access to its legislative bodies' meetings.

STATEMENT OF ISSUE

The City maintained a contract with Hyland Software for five years from 2018-2023. It is now crucial to renew the contract to maintain services throughout the City for the agenda process.

If the City Council does not approve the attached resolution, the City will be left without agenda management and public meeting management. This would necessitate the City to seek another source and pay an initial fee plus training fee(s) and such, potentially leading to additional financial burden and operational disruptions.

FISCAL IMPACT

The costs for the renewed software maintenance and support, and agenda media services are as follows:

Agenda Media Subscription fees:

July 1, 2024 – June 30, 2025	$ 16,861.57
July 1, 2025 – June 30, 2026	$ 17,751.19
July 1, 2026 – June 31, 2027	$ 18,707.53

Software Subscription fees

July 1, 2024 – June 30, 2025	$ 23,669.45
July 1, 2025 – June 30, 2026	$ 25,069.65
July 1, 2026 – June 30, 2027	$ 26,574.88

Total Amount	$128,634.27

Funds for this expenditure of Thirty Thousand Five Hundred Thirty-One Dollars and Two Cents ($40,531.02) for the first twelve months of the agreement will be available in the 2024-2025 fiscal year budget in Account No. 1001-470-000-4222. Funds for the remaining years of the agreement will be allocated in future City budgets.

RECOMMENDATION

It is recommended that the Council adopt the attached Resolution.

VERNELL MCDANIEL
CITY CLERK

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT FOR THE RENEWAL OF COMPUTER SOFTWARE MAINTENANCE AND SUPPORT, AND AGENDA MEDIA SERVICES, APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024 – 2025 CITY CLERK'S DEPARTMENT AND ESTABLISH A PURCHASE ORDER WITH HYLAND SOFTWARE, INC. FOR AGENDA DOCUMENT MANAGEMENT AND PUBLIC MEETING MANAGEMENT FOR DOLLAR AMOUNT OF ONE HUNDRED TWENTY-EIGHT THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS AND TWENTY-SEVEN CENTS. ($128,634.27).

WHEREAS, in 2018, the City contracted with Hyland Software Inc. to provide computer software product maintenance and support of an automated agenda system designed to provide for the effective processing, record keeping, and use of the City's website agenda access, and to provide streaming media management software and services that would facilitate the streaming and distribution of live and archived video and audio content from public meetings; and

WHEREAS, the use of this software has enhanced the City's government transparency and public access to its legislative bodies' meetings; and

WHEREAS, Hyland Software, Inc. has consistently and satisfactorily serviced and maintained the current system and programs, and maintaining such specifications is vital to the effective operations of the City's business; and

WHEREAS, staff recommends authorization of a multi-year (i.e., 3 years) contract with Hyland Software, Inc.; and

WHEREAS, the fees of $40,531.02 for the first twelve (12) months of the agreement are available in the 2024-2025 Fiscal Year Budget; and

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

Section 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a three (3) year renewal of computer software maintenance and support and agenda media services agreement with Hyland Software, Inc. for the computer software systems and programs for the City's paperless agenda software application and the public meeting management system.

Section 2. That the three (3) year term of the agreement shall commence effective as of the date the agreement is fully executed by the parties, or late date mutually agreed upon by the parties.

Section 3. That an amendment to the FY2024-2025 City Clerk Department's budget is authorized as follows:

Decrease appropriations in expenditures from:

Account Code	Account Name	Amount
1001-470-000-4266	General Fund, Contractual Services	$40,531.02

Increase appropriations in expenditures to:

Account Code	Account Name	Amount
1001-470-000-4222	General Fund, Software Services	$40,531.02

Section 4. That a purchase order is authorized to be established in the amount of forty thousand five hundred thirty-one dollars and two cents ($40,531.02) for services rendered by Hyland Software, Inc. during the twelve (12) months of the agreement from Account No. 1001-470-000-4222. Funds for the remaining years of the agreement will be allocated in future City budgets.

Section 5. That the funds for the agreement expenditures shall be available in the 2024-2025 Fiscal Year budget in Account No. 1001-470-000-4222

Section 6. That a copy of this Resolution shall be filled in the offices of the City Clerk, City Manager, City Attorney, City Controller, and Information Technology (IT).

Section 7. 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

MAINTENANCE AND SUPPORT SUBSCRIPTION ORDER FORM

This Maintenance and Support Subscription Order Form ("Order Form ") is made and entered into effective as of the date that the last party to sign this Order Form has executed the same (as indicated by the date entered by such party with its signature below) ("Order Form Effective Date"), by and between Hyland Software, Inc. ("Hyland") and City of Compton ("Customer") and is governed by the Master Agreement with an Effective Date of February 7, 2018. Hyland and Customer agree that in the event a new agreement is executed by Hyland and Customer, and that such agreement governs the Software provided in this Order Form, then to the extent applicable the terms of the new agreement shall govern this Order Form.

1. DEFINED TERMS: Capitalized terms used in this Order Form and not defined herein are used herein with the same meanings given such terms under the Master Agreement between the parties for the Existing Software referenced in this Order Form.

2. PERMISSION TO ISSUE INVOICE: Customer acknowledges and agrees that, when this Order Form is signed by both parties, Hyland is permitted to invoice Customer for the matters described herein and as more particularly set forth in this Amendment. Commencing on or after the Order Form Effective Date, Hyland shall invoice Customer for the period commencing on July 1, 2024, and Customer shall pay such invoice in accordance with the terms of the Master Agreement.

3. SUBSCRIPTION FOR MAINTENANCE AND SUPPORT IN CONNECTION WITH THE SOFTWARE LICENSED BY CUSTOMER: The Master Agreement is extended for the period commencing on July 1, 2024 through June 30, 2027. Customer shall pay annual Maintenance and Support subscription fees of the Software outlined in Exhibit A in the amount of $128,634.27 (as detailed in the tables below). Subscription fees are due prior to the commencement of the applicable annual period. On July 1, 2027, the Master Agreement will renew for successive terms of one year each (for subscription fees as invoiced by Hyland or otherwise mutually agreed by the parties), unless and until either party provides at least thirty days advance written notice of non-renewal, in which case this Order Form and associated Master Agreement, shall terminate at the end of the then current term.

Agenda Media Subscription fees:

	Subscription fees
July 1, 2024 – June 30, 2025	**$ 16,861.57**
July 1, 2025 – June 30, 2026	**$ 17,751.19**
July 1, 2026 –June 30, 2027	**$ 18,707.53**

Software Subscription fees

	Subscription fees
July 1, 2024 – June 30, 2025	**$ 23,669.45**
July 1, 2025 – June 30, 2026	**$ 25,069.65**
July 1, 2026 – June 30, 2027	**$ 26,574.88**

Total Amount	**$128,634.27**

4. MAINTENANCE INVOICE LE01-291783: Pursuant to the terms of the Master Agreement, upon the Order Form Effective Date, Customer is obligated to pay to Hyland, Software License Fees as described under Agenda Media Invoice number LE01-291783 issued on February 14, 2023, in the amount of $11,034.02. Failure to make such payment will result in breach of payment terms resulting in termination of this Order Form and Master Agreement.

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IN WITNESS WHEREOF, the parties have executed this Order Form as of the day and year set forth after their respective names below:

CITY OF COMPTON	**HYLAND SOFTWARE, INC.**
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
	Hyland Legal
	Approved By:
	Date:

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EXHIBIT A

Product Name	Quantity
OnBase Agenda Concurrent Client	11
OnBase Agenda	1
Agenda To Go	1
Local Government Concurrent Client	5
Local Government Full-Text Indexing Concurrent Client for Autonomy IDOL	5
Local Government Full-Text Indexing Server for Autonomy IDOL	1
Local Government Office Business Application	1
Local Government Integration for Microsoft Outlook	1
Local Government Unity Client Server	1
Local Government Workflow Concurrent Client SL	5
Local Government Web Server	1
Unity Forms	1
Unity Integration Toolkit	1
Agenda Media Service - 750 kbps Streaming	1

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July 23, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY CONTROLLER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT WITH EVERGREEN PROFESSIONAL RECOVERIES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS ($112,500) FOR COLLECTION VENDOR SERVICES, TO AMEND THE CITY CONTROLLER DEPARTMENT'S FY 2024-2025 BUDGET, AND TO ISSUE A PURCHASE ORDER IN THE AMOUNT TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500) TO EVERGREEN PROFESSIONAL RECOVERIES.

SUMMARY

Staff is requesting that the City Council consider adopting a Resolution authorizing the City Manager to enter into a five (5) year professional services agreement with Evergreen Professional Recoveries in a not-to-exceed amount of One Hundred Twelve Thousand Five Hundred Dollars ($112,500) to provide Collection Services to the City, to amend the City Controller Department's FY2024-2025 Budget, and to issue a Purchase Order for the amount of Twenty-Two Thousand Five Hundred Dollars ($22,500) for services to be provided by Evergreen Professional.

BACKGROUND

The City has endured its challenges with establishing and/or maintaining a consistent and effective method to retrieve debts owed to the City. A Collections Specialist is needed to assist with debt collection from operations such as past due water, sewer and municipal waste related charges, past due alarm fees, damage to City property, and other debts that may come due to the City. The lack of establishing and/or maintaining a consistent and effective method to retrieve debts has possibly lead to City funds being uncollected.

STATEMENT OF ISSUE

In August 2023, City staff released an RFP (Request for Proposal) for Collections Vendor Services. Some of the key expected deliverables mentioned in the RFP were the following:

- Maintain complete records of each account referred by the City, including all correspondence, documents, accounting records, transactions, working papers, and a detailed log of all collection records.
- Advise the city of any accounts deemed uncollectible and provide information regarding the determination.

- File bankruptcy claims on behalf of the City, as necessary.
- Maintain an audit trail of all transactions.
- Initiate standard accepted debt collection procedures within 10 days from the date of assignment.
- Report, correct, and/or delete credit bureau reporting and provide evidentiary documentation to the City Controller or designee.
- Provide an annual report for all accounts deemed to be uncollectible, along with reasons for no collection and actions taken to attempt collection.

The City received four bids in response to the RFP. The respondents were Ability Recovery Services, Professional Credit Services, Pacific Credit Services, and Evergreen Professional Recoveries. Staff reviewed the proposals and conducted an apples-to-apples comparison of their costs. Staff from the Controller's Department conducted interviews with the firms, and included other City Department's input for which their services would be received to establish the best candidate to meet the City's needs at the best cost. The apples-to-apples comparison weighed the value of the provided service to the mentioned contingency cost listed in the proposals. A sample size for Standard Collection Fees and Legal Collection Fees were used to estimate the cost for each candidate. During the interviews, the candidates were asked a series of questions and were allowed to present a short presentation of their structure and capabilities, in which staff rated their overall interview afterwards. After conducting the apples-to-apples comparison, which included the provided services and estimated costs based on the sample size and weighted contingencies, and candidate interviews, staff has determined that Evergreen Professional Recoveries is the lowest responsible bidder for the Collections Vendor Services.

(*Please see Attachment "A" for cost comparison and Attachment "B" for Staff Rating Sheets)*

Evergreen Professional Recoveries (EPR) is known for their abilities to meet the needs and requirements of their clients. They are efficiently staffed with over 50 Collections desks with highly trained and experienced staff. EPR is established as a solid trusted partner for government contracts and local municipalities nationwide. Their clientele includes the City of Philadelphia, City of Seattle, City of Albuquerque, and the State of Montana.

Staff believes that EPR's skill, capabilities, and experience with working with local municipalities will be a significant assistance to the City of Compton. Their due diligence in the collections process will assist the City in maximizing its revenue streams from debt collections.

Staff is requesting authorization be given to enter into a multi-year agreement with Evergreen Professional Recoveries for Collection Vendor Services ($112,500) and to approve a budget amendment to the City Controller Department's FY2024-2025 Budget as follows:

Increase in revenue appropriations:

Account Code	Account Name	Amount
1001-610-000-3890	General Fund Non-Departmental Miscellaneous Charges for Current Services	$90,000

Increase in expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4266	General Fund City Controller's Department Contract Services	$22,500

Additionally, staff is requesting authorization be given to open a Purchase Order in the amount of Twenty-two Thousand Five Hundred Dollars ($22,500) for services to be provided by Evergreen Professional Recoveries from the following account:

Account Code	Account Name	Amount
1001-650-000-4266	General Fund City Controller's Department Contract Services	$22,500

FISCAL IMPACT

Staff is requesting authorization be given to enter into a multi-year agreement with Evergreen Professional Recoveries for Collection Vendor Services ($112,500) and to request a budget amendment to the City Controller Department's FY2024-2025 Budget as follows:

Increase in revenue appropriations:

Account Code	Account Name	Amount
1001-610-000-3890	General Fund Non-Departmental Miscellaneous Charges for Current Services	$90,000

Increase in expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4266	General Fund City Controller's Department Contract Services	$22,500

Additionally, staff is requesting authorization be given to open a Purchase Order in the amount of Twenty-two Thousand Five Hundred Dollars ($22,500) for services to be provided by Evergreen Professional Recoveries from the following account:

Account Code	Account Name	Amount
1001-650-000-4266	General Fund City Controller's Department Contract Services	$22,500

RECOMMENDATION

Staff recommends the City Council to adopt the attached Resolution to authorize the City Manager to enter into a multi-year agreement with Evergreen Professional Recoveries ($112,500), and also authorize the City Manager to open a Purchase Order in the amount of Twenty-two Thousand Five Hundred Dollars ($22,500) for Collection Vendor services.

SHARON RAHBAN NAVIZADEH
CITY CONTROLLER

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 MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT WITH EVERGREEN PROFESSIONAL RECOVERIES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS ($112,500) FOR COLLECTION VENDOR SERVICES, TO AMEND THE CITY CONTROLLER DEPARTMENT'S FY 2024-2025 BUDGET, AND TO ISSUE A PURCHASE ORDER IN THE AMOUNT TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500) TO EVERGREEN PROFESSIONAL RECOVERIES.

WHEREAS, the City has endured its challenges with establishing and/or maintaining a consistent and effective method to retrieve debts owed to the City. A Collections Specialist is needed to assist with debt collection from operations such as past due water, sewer and municipal waste related charges, past due alarm fees, damage to City property, and other debts that may come due to the City. The lack of establishing and/or maintaining a consistent and effective method to retrieve debts has possibly lead to City funds being uncollected; and

WHEREAS, in August 2023, City staff released an RFP (Request for Proposal) for Collections Vendor Services; and

WHEREAS, the City received four bids in response to the RFP. The respondents were Ability Recovery Services, Professional Credit Services, Pacific Credit Services, and Evergreen Professional Recoveries; and

WHEREAS, staff reviewed the proposals and conducted an apples-to-apples comparison of their costs. Staff from the Controller's Department conducted interviews with the firms, and included other City Department's input for which their services would be received to establish the best candidate to meet the City's needs at the best cost; and

WHEREAS, the apples-to-apples comparison weighed the value of the provided service to the mentioned contingency cost listed in the proposals. A sample size for Standard Collection Fees and Legal Collection Fees were used to estimate the cost for each candidate; and

WHEREAS, after conducting the apples-to-apples comparison, which included the provided services and estimated costs based on the sample size and weighted contingencies, and candidate interviews, staff has determined that Evergreen Professional Recoveries is the lowest responsible bidder for the Collections Vendor Services; and

WHEREAS, Evergreen Professional Recoveries (EPR) is known for their abilities to meet the needs and requirements of their clients. They are efficiently staffed with over 50 Collections desks with highly trained and experienced staff. EPR is established as a solid trusted partner for government contracts and local municipalities nationwide. Their clientele includes the City of Philadelphia, City of Seattle, City of Albuquerque, and the State of Montana; and

WHEREAS, staff believes that EPR's skill, capabilities, and experience with working with local municipalities will be a significant assistance to the City of Compton. Their due diligence in the collections process will assist the City in maximizing its revenue streams from debt collections; and

WHEREAS, staff is requesting authorization be given to enter into a multi-year agreement with Evergreen Professional Recoveries for Collection Vendor Services ($112,500), and to open a Purchase Order in the amount of Twenty-two Thousand Five Hundred Dollars ($22,500) for services to be provided by Evergreen Professional Recoveries; and

WHEREAS, Staff is requesting a budget amendment to the City Controller Department's FY2024-2025 Budget as follows:

Increase in revenue appropriations:

Account Code	Account Name	Amount
1001-610-000-3890	General Fund Non-Departmental Miscellaneous Charges for Current Services	$90,000

Increase in expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4266	General Fund City Controller's Department Contract Services	$22,500

WHEREAS, staff recommends the City Council to adopt the attached Resolution to authorize the City Manager to enter into a multi-year agreement with Evergreen Professional Recoveries ($112,500), and also authorize the City Manager to open a Purchase Order in the amount of Twenty-two Thousand Five Hundred Dollars ($22,500) for Collection Vendor services; and

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

SECTION 1. That the City Manager is hereby authorized to enter into a multi-year professional services agreement with Evergreen Professional Recoveries for Collection Vendor Services ($112,500).

SECTION 2. That an amendment to the FY2024-2025 City Controller Department's Budget be approved as follows:

Increase in revenue appropriations:

Account Code	Account Name	Amount
1001-610-000-3890	General Fund Non-Departmental Miscellaneous Charges for Current Services	$90,000

Increase in expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4266	General Fund City Controller's Department Contract Services	$22,500

SECTION 2. That a Purchase Order is to be issued for the amount of Twenty-two Thousand Five Hundred Dollars ($22,500) for services to be provided by Evergreen Professional Recoveries from the following account code:

Account Code	Account Name	Amount
1001-650-000-4266	General Fund City Controller's Department Contract Services	$22,500

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

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

ADOPTED this _____ day of _____, 2024.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CLERK OF THE CITY OF COMPTON

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

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

Collections Vendor
Attachment "A"

Firm name	Staffing Fees	Collection Service Fee	Out of Pocket Fees		Services	Special Attributes	Year 1 Fee	Year 2 Fee	Year 3 Fee	Year 4 Fee	Year 5 Fee	Total Fee
					(Included)		Estimate 50,000 Reg 50,000 Legal	Estimate 50,000 Reg 50,000 Legal	Estimate 50,000 Reg 50,000 Legal	Estimate 50,000 Reg 50,000 Legal	Estimate 50,000 Reg 50,000 Legal	
Professional Credit Service	Partners, Managers, Supervisory, Other… **Fee: All fees are contigency based included in the commissions, and no other fees associated with the collection of the accounts.**	Full Collection Service: A commission rate shall be paid to Professional Credit Services for services rendered on principal payments received by either Professional Credit Services or the client. **Commission: 18%**	Commissioned Based Legal Collection Service: A commision rate shall be paid to Professional Credit Services on prindipal payments received on referred accounts that Professional Credit Services has filed a court action or has incured legal expense. Transportation: Included within the 25% contigency fee	**Contingency- 25%**	Standard and Customized reports including the following: - Account Payment History - Account Status Report - Acknowledgment Report - Agency Activity Report - Daily Adjustment Report - daily Payment Transmittal Report - Inventory Report - Summary of Account Activity report - Remittance of Trust Report - Performance Dashboard - Uncollectible Accounts Report Quarterly Client Scorecard- an assessment of performance and account progress. It includes collection rates, dollars collected, calls placed, and notifications sent	Widespread adoption of the industry's first mobile app specifically tailored for collections. Revolutionized transparency with Client Tools as the most user-friendly portal available today. Implemented a highly robust and efficient process that ensures optimal outcomes. Harnessed the power of Robotic Process Automation to streamline client and consumer efficiences. Enable seamless end to end automation of call recording auditing and analytics. Introduction of "Grace" which is a virtual agent that assists and supports around the clock RoboDX empowers seamless intergartion and flexible data interchange, enabling effortless system application connectivity.	$21,500.00	$21,500.00	$21,500.00	$21,500.00	$21,500.00	**$107,500.00**
Evergreen Professional Recoveries	Partners, Managers, Supervisory, Other… **Fee: All fees are contigency based included in the commissions, and no other fees associated with the collection of the accounts.**	Full Collection Service:A commission rate shall be paid to Evergreen Professional Recoveries for services rendered on principal payments received by either Evergreen Professional Recoveries or the client. **Commission: 20%**	Commissioned Based Legal Collection Service Transportation: Included within the 25% contigency fee	**Contingency- 25%**	Equipped with 50 collection desks and has the capability to expand per client request All collection calls are recorded and notes documented. Notes can be accessed through a secured client portal.	10 Bilingual agents Rigorously trained staff in modules of HIPPA, FDCPA, TCPA, FCRA, and applicable jurisdictional laws	$22,500.00	$22,500.00	$22,500.00	$22,500.00	$22,500.00	**$112,500.00**
Pacific Credit Services	Partners, Managers, Supervisory, Other… **Fee: All fees are contigency based included in the commissions, and no other fees associated with the collection of the accounts.**	Full Collection Service: A commission rate shall be paid to Pacific Credit Services for services rendered on principal payments received by either Pacific Credit Services or the client. Early-Out Program- Payments received within 30-days are 100% commission free **Commission: 22%**	Commissioned Based Legal Collection Service Transportation: Included within the 22% contigency fee	**Contingency- 22%**	Every account placed with Pacific Credit Services receives 1 letter and 1 phone call by a live agent during the first 30 days (Early-Out Program). Accounts that have not been paid within the 30 days will roll to Direct Collections by the Skip Trace Department for more attempts. Provides detailed reports: - Early-Out Notice - Detailed Listing Report -Detailed Report Listing of Closed Accounts - Collection Analysis Report - Account Placement Acknowledgement Report -Trust Report	Early-Out Program- Commission Free if payment is received within 30 days No additional commision fees for Legal Services	$22,000.00	$22,000.00	$22,000.00	$22,000.00	$22,000.00	**$110,000.00**
Ability Recovery Services	Partners, Managers, Supervisory, Other… **Fee: All fees are contigency based included in the commissions, and no other fees associated with the collection of the accounts.**	Full Collection Service:A commission rate shall be paid to Ability Recovery Services for services rendered on principal payments received by either Ability Recovery Services or the client. **Commission: 17.5%**	Commissioned Based Legal Collection Service Transportation: Included within the 32.5% contigency fee	**Contingency-32.5% (15% additional to the regular commision fee)**	Provide training for all applicable City employees for set up and onboarding if needed. All collection activity including mail, letters, phone calls, skip ktracing and credit reporting. All programming for custom reporting needs of the City. Data coversion Daily, weekly, and monthly financial remittance ad collection datat as required Access to Ability's collection system and records Promotional and informational communications Credit Bureau Reporting	Dedicated Collectors Family Owned Prides themselves with Customer Service and building long term relationship with clients. Research team keeps them abreast of recent trends and regulations. Proven success in municipal and county collections.	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	**$125,000.00**

Sample: (Services)	Sample Collections	Professional Credit Service	Evergreen Professional Recoveries	Pacific Credit Services	Abilility Recovery Services
Standard Collections Fee	**50,000**	9,000.00	10,000.00	11,000.00	8,750.00
Legal Collections Fee	**50,000**	12,500.00	12,500.00	11,000.00	16,250.00

Rating Sheet For: Collections Vendor Services

Number of Raters: 3

	Proposal Criteria		Sharon				Curtis				Sonia				Average Score			
	Approach to Service Quality		Ability Recovery	Professional Credit Svc	Evergreen Prof. Recoveries	Pacific Credit Svc	Ability Recovery	Professional Credit Svc	Evergreen Prof. Recoveries	Pacific Credit Svc	Ability Recovery	Professional Credit Svc	Evergreen Prof. Recoveries	Pacific Credit Svc	Ability Recovery	Professional Credit Svc	Evergreen Prof. Recoveries	Pacific Credit Svc
1	The proposal/presentation outlines an approach that is tailored based on obtaining an understanding of the City of Compton activities, operating systems, personnel and special needs.	0-5	4	5	4	5	3	4	5	4	3	4	4	3	3.33	4.33	4.33	4.00
2	The proposal/presentation outlines the firm's processes for ensuring an efficient and effective process.	0-5	5	5	5	5	3	3	5	4	4	5	5	3	4.00	4.33	5.00	4.00
3	The proposal showcases the firm's commitment to providing quality services by voluntarily adhering to higher standards of quality.	0-5	5	5	5	5	3	3	5	4	3	4	5	3	3.67	4.00	5.00	4.00
4	The proposal/presentation outlines the firm's processes for ensuring on-going access to qualified staff.	0-5	5	5	5	5	3	4	5	4	3	4	5	4	3.67	4.33	5.00	4.33
5	Is the process clearly understood?	0-5	5	5	5	5	3	4	5	4	4	5	5	3	4.00	4.67	5.00	4.00
	Total Approach to Service Quality		24	25	24	25	15	18	25	20	17	22	24	16	18.67	21.67	24.33	20.33
	Team Knowledge and Experience		Ability Recovery	Professional Credit Svc	Evergreen Prof. Recoveries	Pacific Credit Svc	Ability Recovery	Professional Credit Svc	Evergreen Prof. Recoveries	Pacific Credit Svc	Ability Recovery	Professional Credit Svc	Evergreen Prof. Recoveries	Pacific Credit Svc	Ability Recovery	Professional Credit Svc	Evergreen Prof. Recoveries	Pacific Credit Svc
6	The proposal/presentation highlights the firms' commitment to professional training and staff continuity.	0-5	5	5	5	5	4	4	5	4	3	4	5	3	4.00	4.33	5.00	4.00
7	The proposal/presentation outlines qualifications, industry experience, and strengths for all partners.	0-5	5	5	5	5	3	4	5	4	4	4	5	5	4.00	4.33	5.00	4.67
8	The proposal/presentation specifies the strengths of assigned team members as well as their years of prior experience in the area of Municipal Government engagement.	0-5	5	5	5	5	3	4	5	5	4	4	4	5	4.00	4.33	4.67	5.00
9	The proposal/presentation identifies how the firm will comply with applicable regulations and trends	0-5	5	5	5	5	3	4	4	4	4	3	4	4	4.00	4.00	4.33	4.33
10	The proposal/presentation provides the firm's background, client base, licensing information and years in business.	0-5	5	5	5	5	3	4	5	5	5	4	5	4	4.33	4.33	5.00	4.67
	Total Knowledge and Experience		25	25	25	25	16	20	24	22	20	19	23	21	20.33	21.33	24.00	22.67
	Value Added Services		Ability Recovery	Professional Credit Svc	Evergreen Prof. Recoveries	Pacific Credit Svc	Ability Recovery	Professional Credit Svc	Evergreen Prof. Recoveries	Pacific Credit Svc	Ability Recovery	Professional Credit Svc	Evergreen Prof. Recoveries	Pacific Credit Svc	Ability Recovery	Professional Credit Svc	Evergreen Prof. Recoveries	Pacific Credit Svc
11	It is evident that the firm understands our business and our challenges. The firm is committed to working with the City beyong this engagement.	0-5	5	5	5	5	3	5	5	5	5	4	5	4	4.33	4.67	5.00	4.67
12	Will the firm provide regular communication with staff	0-5	5	5	5	5	4	4	5	5	5	5	5	0	4.67	4.67	5.00	3.33
13	Does the firm provide recommendations for more efficiency and effectiveness.	0-5	5	5	5	5	5	5	5	5	3	3	4	1	4.33	4.33	4.67	3.67
14	Does the firm offer sufficient staff training services	0-5	5	5	5	5	4	4	4	4	4	5	5	0	4.33	4.67	4.67	3.00
15	Does the firm value professional customer service while attempting to collect debt?	0-5	5	5	5	5	3	4	5	5	4	5	5	4	4.00	4.67	5.00	4.67
	Total Value Added Services		25	25	25	25	19	22	24	24	21	22	24	9	21.67	23.00	24.33	19.33
	Scope and Pricing of the Engagement		Ability Recovery	Professional Credit Svc	Evergreen Prof. Recoveries	Pacific Credit Svc	Ability Recovery	Professional Credit Svc	Evergreen Prof. Recoveries	Pacific Credit Svc	Ability Recovery	Professional Credit Svc	Evergreen Prof. Recoveries	Pacific Credit Svc	Ability Recovery	Professional Credit Svc	Evergreen Prof. Recoveries	Pacific Credit Svc
16	The proposal/presentation clearly provides a framework for the scope, timing, steps and resources to complete the engagement.	0-5	5	5	5	5	3	4	5	5	4	4	4	3	4.00	4.33	4.67	4.33
17	The proposal specifies the price for the engagement and how it will be billed.	0-5	5	5	5	5	3	5	5	5	4	4	4	4	4.00	4.67	4.67	4.67
18	The proposal addresses all items requested by us whether verbally or in the RFP	0-5	5	5	5	5	4	4	5	4	4	4	4	4	4.33	4.33	4.67	4.33
19	The proposed fee is reasonable based on the experience, unique value and knowledge the firm brings to the engagement.	0-5	2	5	3	4	3	4	4	4	3	4	4	5	2.67	4.33	3.67	4.33
20	Provision of 3 minimum references	0-5	5	5	5	5	3	5	5	5	5	3	3	5	4.33	4.33	4.33	5.00
	Total Scope and Pricing of the Engagement		22	25	23	24	16	22	24	23	20	19	19	21	19.33	22.00	22.00	22.67
	Total Interview	100	96	100	97	99	66	82	97	89	78	82	90	67	80.00	88.00	94.67	85.00

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
EVERGREEN PROFESSIONAL RECOVERIES, INC

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"City"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **EVERGREEN PROFESSIONAL RECOVERIES, INC .** (hereinafter referred to as **"Consultant"**), located at 12100 NE 195TH ST SUITE 125 BOTHELL, WA 98011

RECITALS:

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced Consultant to assist with Collection Agency Services for past due accounts and debts owed to the City; and

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

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

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

AGREEMENT:

1. SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

It is the mutual understanding of the parties that the Consultant shall perform and be responsible for rendering consulting services regarding Collection Agency Services for past due accounts and debts owed to the City. Professional services shall include, but not be limited to, the Task(s) indicated below:

Task(s) – COLLECTION AGENCY SERVICES:

EVERGREEN PROFESSIONAL RECOVERIES, INC is pleased to partner with Compton to deliver a comprehensive suite of services tailored to meet the Client's needs for Collection Agency Services to collect past due accounts and debts owed to the City. Below is an outline of the specific services we will be providing:

Collection agency Services for Past due accounts and debts owed to the City including:

• Maintain complete records of each account referred by the city, including all correspondence, documents, accounting records, transactions, working papers, and a detailed log of all collection records.
• Handle and process all customer calls for the assigned accounts.

• Notify, and obtain permission from the City of payment plan arrangements with customers.
• Advise the city of any accounts deemed uncollectible and provide information regarding the determination.
• File bankruptcy claims on behalf of the City, as necessary.
• In accordance to Section 701a of the City Charter, all public funds must go to the Treasurer's Department. Evergreen Professional Recoveries Inc. shall follow the guidelines set by the City Charter during the collections process of any and all funds.
• Evergreen Professional Recoveries Inc. shall return specific accounts that have not been collected after six months of assignment, unless there is a payment plan, litigation has commenced, or the contractor has obtained a judgment.
• Evergreen Professional Recoveries Inc. shall. shall collect outstanding fees and other delinquent charges or accounts owed to the City of Compton as may be requested by the City of Compton from time to time during the contract period, including but not limited to:
(1) Past due water, sewer, and municipal waste related charges
(2) Past Due Alarm Fees
(3) Damage to City property
(4) Other debts that may come due to the City
• Evergreen Professional Recoveries Inc. shall maintain an audit trail of all transactions.
• Evergreen Professional Recoveries Inc. shall initiate standard accepted debt collection procedures within 10 days from the date of assignment.
• Evergreen Professional Recoveries Inc. shall report, correct and/or delete credit bureau reporting and provide evidentiary documentation to the City Controller or designee.
• Evergreen Professional Recoveries Inc. shall comply with Federal, State and Local regulations and laws regarding fair debt collection practices. Collection shall be conducted through the highest professional, ethical and lawful means with the highest level of customer service.
• Evergreen Professional Recoveries Inc. shall maintain a professional customer service image in working with City customers and debtors.
• Evergreen Professional Recoveries Inc. shall maintain separate files for each account for audit purposes. Audit of any and all assigned records is at the discretion of the City.
• Evergreen Professional Recoveries Inc. shall maintain confidentiality on all accounts assigned by the City.
• Evergreen Professional Recoveries Inc. shall immediately return of all accounts still pending upon termination of contract by any party.
• Evergreen Professional Recoveries Inc. shall be responsible for all costs associated with this service.
• Evergreen Professional Recoveries Inc. shall bear all expenses and costs incurred to effect collection of any account referred to them by the City, including, but not limited to, litigation and transportation.
• Evergreen Professional Recoveries Inc. shall provide a confirmation of all accounts entered into their collection system to the City within ten (10) days after receipt from the City. This report should include debtor's name, address, account number and balance due.
• Evergreen Professional Recoveries Inc. shall provide monthly reports no later than ten (10) days after the end of the month. This report should include, but not be limited to, the following:

a. Status of each account with customer pertinent information
b. Monthly status of accounts, including assigned and current balance, number of open accounts and number of returned accounts.
c. Amount of debt recoveries during the month
d. Percentage of recovery in comparison to the total dollar value of assigned accounts

e. A monthly report detailing current address and phone number of debtors who have relocated
f. Credit Reporting Service Notifications
g. On as needed basis, ad hoc reports as requested including, but not limited to collections, legal actions, adjustments, updated addresses and corrections
• Provide weekly reports of amounts paid by debtors (or sooner if necessary).
• On a yearly basis, a report for all accounts deemed to be uncollectible, along with reasons for no collection and actions taken to attempt collection must be provided.
• The Firm must obtain the City's written approval for any payment.
• All costs for required permits, licenses and taxes shall be borne by Evergreen Professional Recoveries Inc.
• Evergreen Professional Recoveries Inc. must be currently licensed to perform the scope of services in conformity with municipal, state or federal law, if licensure is required.
• Evergreen Professional Recoveries Inc. shall must immediately notify the City of any breach of information and notify the

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

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

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

TANIA ANGEL will serve as the **Project Manager** and shall be primarily responsible for representing the Consultant in the performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the project is complete, or upon exhaustion of authorized funding, whichever occurs first, unless this Agreement is terminated as provided herein. The parties agree to a 5-year contract through July 1, 2029 **.**

Consultant will generally adhere to the schedule set forth within Consultant's Proposal provided that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

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

3. Compensation. The method of payment for these services will be billed on a commission basis, as identified in the Consultant's attached/incorporated **Proposal (See Exhibit A).** The total price paid to the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

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

Consultant shall be reimbursed within sixty (60) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the City Controller's Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

The Consultant is required to comply with all federal, state and local laws and ordinances applicable to the services provided under this Agreement.

As full and complete compensation for performance of all the services performed by the Consultant as described in Section 1 of this Agreement, City shall pay, and Consultant agrees to accept the commission, which the estimated amount from services is not-to-exceed the sum of **One Hundred Twelve Thousand, Five Hundred Dollars ($112,500).**

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

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by the Consultant or its agents, employees, and subcontractors pursuant to this Agreement, will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.2 Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage. Consultant is exempt from this requirement. Consultant conducts business exclusively in WA State which does not have an automobile insurance policy requirement for employers. In lieu of providing an Automobile Liability Policy, Consultant has provided an Insurance Declaration Affidavit certifying Consultant does not own any automobiles or utilize automobiles to conduct business. Consultant will notify the City immediately if they plan to use automobiles to conduct business on behalf of the City and obtain the proper coverage.

11.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this. Consultant is exempt from this requirement. Consultant conducts business exclusively in WA State which has a privately funded Workers Compensation program. In lieu of providing a Workers Compensation and Liability policy, Consultant has provided a copy of their Certificate of Worker's Compensation Coverage certificate. Consultant will notify the City immediately if they hire employees within the state of California.

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

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

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

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

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of the City, during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (5) years, or longer if required by law, from the date of final payment under this Agreement.

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

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

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

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

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

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

19. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

Monica Severtsen, President	**(Date)**

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

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

preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

23. 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.

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

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

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

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

28. 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.

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

TO CONSULTANT:

EVERGREEN PROFESSIONAL RECOVERIES, INC
PO BOX 666
BOTHELL, WA 98041
Attn: TANIA ANGEL, PROJECT MANAGER
800-241-1305 X 1270 OR 425-939-1270

TO CITY: **CITY OF COMPTON**
205 South Willowbrook Avenue
Compton, California 90220
Attn: Sharon Rahban Navizadeh, City Controller
City Controller Department
(310) 605-5678

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

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

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

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

EVERGREEN PROFESSIONAL RECOVERIES, INC.

Dated: _____ **By _____**
Monica Severtsen, President

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Sharon Rahban Navizadeh
City Controller

Approved by:

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

Approved as to form:

By _____ **Dated: _____**
Eric Perrodin, City Attorney

ATTEST:

Dated: _____ **By _____**
Vernell McDaniel, City Clerk

EXHIBIT A

APPENDIX A

SUMMARY OF PROFESSIONAL FEES AND EXPENSES FOR COLLECTIONS VENDOR SERVICES FOR THE CITY OF COMPTON

Standard quote for the Services as described under "**Scope of work to be performed**" section of the request for proposals.

	Total Hours	Commission Rate	Amount US $
Other:			** Commission only
Voluntary Collection Rate	NA	20%	NA
Legal Collection Rate	NA	25%	NA
Subtotal:	NA		NA
Out of Pocket Expenses: Transportation Other	NA NA NA		We do not bill for expenses. Compensation is commission based only.
Total All-Inclusive Maximum Price for the Services:	NA		Compensation is commission based only, contingent upon recovery.

This pricing is good until July 30, 2029

July 16, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,001 AND RATIFYING THE MAXIMUM APPROVAL LEVEL AUTHORIZED FOR THE CITY MANAGER'S SINGLE TRANSACTION LIMIT INCREASING THE LIMIT FROM $25,000 TO $75,000, AND HIS EMERGENCY SPENDING LIMIT TO $200,000 AND AUTHORIZING FULL SPENDING AUTHORITY IN THE EVENT OF AN EMERGENCY OR DISASTER DURING THE MONTH OF AUGUST**

SUMMARY

This resolution establishes a single transaction limit for the City Manager of $75,000 (previously $25,000) or less, and a single transaction limit of $200,000 (previously $75,000) for purchases of urgent necessity for the preservation of life, health, property, or fiscal stability, and, rescinds Resolution No. 25,001. This resolution will also establish full spending authority for the City Manager during the month of August when council is out of session.

BACKGROUND

On April 23, 2019, the City Council adopted Resolution No. 25,001 revising the City's policies and procedures for the approval of purchase orders, budgetary transfers, and contracts, and increasing the City Manager's maximum approval level of expenditures.

Per Resolution No. 25,001, the single transaction limit established for the City Manager that would not require adoption by a separate resolution of the City Council is $25,000 or less. Additionally, the same Resolution No. 25,001 also establishes a single transaction limit of $75,000 for the City Manager if the purchase is of urgent necessity for the preservation of life, health, property or fiscal stability. Resolution No. 25,001 is attached.

Due to inflation eroding the purchasing power of these limitations, the existing limitations frequently create operational issues and cause delays in conducting routine business matters. Purchase of supplies and materials are often delayed for weeks as a result. These issues often create obstacles in staff's attempts to create efficiencies in service delivery to the community.

Full spending authority is being requested due to the council being out of session for the month of August, in order to continue providing services to the community. Historically items have had to be tabled and or held during the month of August which has impacted

the City's business relationships and delayed much needed repairs, enhancements, payments, etc. The full spending authority will only be exercised in the event of an extreme emergency, or disaster (natural or otherwise). Council will receive weekly reporting of any expenditures that have been authorized outside of the established limits of $75,000 for single transactions and $200,000 for urgent necessity.

Proposed spending limits of $75,000 for a single transaction and $200,000 for emergency spending authority are in-line with the City Manager's spending limits of cities in this region.

STATEMENT OF THE ISSUE

The normal conduct of City business has created organizational needs relative to the City Manager's spending authority limits and needs exceeding his existing spending limits of $25,000 per single transaction, and $75,000 for purchases of urgent necessity. Therefore, staff is requesting to rescind the prior resolution No. 25,001, and to adopt a new resolution with the similar terms as resolution No. 25,001, however to more clearly indicate that the single transaction limit for the City Manager should be $75,000, and also to increase the purchase amount for purchases of urgent necessity to $200,000. Staff has deemed that the updated amounts are reasonable, and will support the purchases necessary for the proper conduct of the city's business.

FISCAL IMPACT

This resolution will solely increase the spending limit authorized for the City Manager. There is no fiscal impact for adoption of this resolution. The spending limit will increase to $75,000 for single transactions, and to $200,000 for purchases of urgent necessity.

RECOMMENDATION

The City Manager's Office recommends that City Council adopt this resolution.

WILLIE A. HOPKINS, Jr.
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,001 AND RATIFYING THE MAXIMUM APPROVAL LEVEL AUTHORIZED FOR THE CITY MANAGER'S SINGLE TRANSACTION LIMIT INCREASING THE LIMIT FROM $25,000 TO $75,000, AND HIS EMERGENCY SPENDING LIMIT TO $200,000 AND AUTHORIZING FULL SPENDING AUTHORITY IN THE EVENT OF AN EMERGENCY OR DISASTER DURING THE MONTH OF AUGUST

WHEREAS, On April 23, 2019, the City Council adopted Resolution No. 25,001 revising the City's policies and procedures for the approval of purchase orders, budgetary transfers, and contracts, and increasing the City Manager's maximum approval level of expenditures; and

WHEREAS, Per Resolution No. 25,001, the single transaction limit established for the City Manager that would not require adoption by a separate resolution of the City Council was $25,000 or less. Additionally, the same Resolution No. 25,001 also establishes a single transaction limit of $75,000 for the City Manager if the purchase is of urgent necessity for the preservation of life, health, property or fiscal stability.; and

WHEREAS, the conduct of City business relative to use of the City Manager's spending authority is not limited to travel and emergency situations, but includes all aspects of City business activity wherein it is necessary for the City Manager to authorize transactions related to City operations on an as required and/or necessary basis; and

WHEREAS, due to inflation eroding the purchasing power of these limitations, the existing limitations frequently create operational issues and cause delays in conducting routine business matters. Purchase of supplies and materials are often delayed for weeks as a result. These issues often create obstacles in staff's attempts to create efficiencies in service delivery to the community; and

WHEREAS, this resolution will solely increase the spending limit authorized for the City Manager. There is no fiscal impact for adoption of this resolution. The spending limit will increase to $75,000 for single transactions, and to $200,000 for purchases of urgent necessity; and

WHEREAS, full spending authority is being requested due to the council being out of session for the month of August, in order to continue providing services to the community. The full spending authority will only be exercised in the event of an extreme emergency, or disaster (natural or otherwise). Council will receive weekly reporting of any expenditures that have been authorized outside of the established limits of $75,000 for single transactions and $150,000 for urgent necessity

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

SECTION 1. That Resolution No. 25,001, adopted by the City Council on April 23, 2019, is hereby rescinded.

SECTION 2. That Purchase Orders do not require adoption by separate resolution of the City Council if they:

- Are for an amount of $50,000 or less, however except for the purchase of materials, supplies and goods, a written contract approved as to form only by the City Attorney or special counsel to the City Council or City Manager may be required. However, if the City Attorney or special counsel fails to approve the matter "as to form," such action by the City Attorney or special counsel shall not prevent or prohibit the contract from being signed by the City Manager; and
- Are properly approved by the City Manager and/or required staff; and
- Are applied to an existing appropriation; or
- Fulfill in whole or in part a budgeted appropriation as adopted by Council in the Combined Budget Resolution for the current fiscal year; or
- Are purchase orders, regardless of amount, for the City-owned utility payments (e.g. electricity, water, gas), that are applied to an existing appropriation.

SECTION 3. That the following Purchase Order Procedures are now in effect:

- Purchase Orders for the same vendor, for the acquisition of related goods/services, and occurring in the same fiscal year shall be treated as one combined Purchase Order for purposes of determining if the $50,000 threshold is met.
- A new addition to an existing Purchase Order shall be combined with the original Purchase Order and any previous additions to the Purchase Order for purposes of determining if the $50,000 threshold is met.
- Purchase Orders will not be split in order to avoid the $50,000 threshold, including splits near the cutoff between fiscal years.
- A list of all Purchase Orders and Purchase additions over $5,000 issued during the previous month will be provided to the City Council by the City Controller on a monthly basis.

SECTION 4. That upon the review and approval as to form only by the City Attorney or special counsel to the City Council or City Manager, the City Manager is authorized to enter into contracts on behalf of the City, without first having City Council adoption of a separate resolution, when the total amount of compensation to be paid by the City pursuant to the contract is $50,000 or less. However, if the City Attorney or special

counsel fails to approve the matter "as to form," such action by the City Attorney or special counsel shall not prevent or prohibit the City Manager from signing the contract. A list of such contracts entered into by the City wherein the amount of compensation to be paid is above $5,000 but below $50,000 shall be provided to the City Council by the City Manager on a monthly basis.

SECTION 5. That when faced with an urgent situation, the City Manager may authorize a purchase order of up to $200,000 without first having City Council adoption by resolution, if the purchase order is of urgent necessity for the preservation of life, health, property or fiscal stability. The City Manager, shall be recognized with full spending authority in the absence of the City Council for the month of August, when Council is out of session, to be exercised in the event of an extreme emergency, or disaster natural or otherwise.

SECTION 6. That work change orders on capital projects that are within the limits of California Public Contract Code Section 20455 (a) and (b) do not require City Council adoption by resolution. Work change orders using this section must be approved by the City Manager, in addition to any other required approval. If, in total, the work change orders on a single City project exceed $75,000 in the same fiscal year, the City Manager shall explain the work change orders at the next City Council meeting as an agenda item.

SECTION 7. That the City Manager may transfer budgeted amounts from one activity, cost center or department to another activity, cost center or department so long as they are within the same fund and do not increase the total budget authorized by City Council for that fund. A budgetary transfer that increases the total budgetary authority for the fund or between funds may only be authorized by a resolution of City Council. The administrative accounting for budgetary transfers is performed by the City Controller. Therefore, all such transfers shall be reported to the City Council on a monthly basis by the City Controller.

SECTION 8. That a certified copy of this Resolution shall be filed in the offices of the City Clerk and with every City department and agency.

SECTION 9. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2024.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON