

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
10/22/2024**

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

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS ON CLOSED SESSION ITEMS ONLY

CLOSED SESSION

PENDING LITIGATION

City of Compton v Angles Abbey Memorial Park

Case No. 19CMCV00192

PURSUANT TO CALIFORNIA GOV CODE SECTION 54956.9(a)

PUBLIC MEETING – 5:30 PM

REPORT ON CLOSED SESSION ACTION(S)

INTRODUCTION OF SPECIAL GUESTS

1. ORAL PRESENTATION: ANNUAL LEGISLATIVE UPDATE - REPRESENTING THE 35TH DISTRICT, SENATOR STEVEN BRADFORD

COMMENDATORY RESOLUTIONS/PRESENTATIONS

2. SPECIAL CERTIFICATE OF HONOR PRESENTATION RECOGNIZING JAMES A. HENDERSON, JR. 26TH BASILEUS TAU TAU CHAPTER, OMEGA PSI PHI FRATERNITY INC. Mayor Emma Sharif

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

3. May 21, 2024

RECREATION DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO OPEN A PURCHASE ORDER WITH HASA INC. dba COMMERCIAL AQUATIC SERVICES INC. TO PAY FOR THE REMOVAL AND REPLACEMENT OF THE CHEMICAL PUMP LOCATED AT THE LUEDERS PARK SWIMMING POOL FOR THE AMOUNT OF \$6,671.04

WATER DEPARTMENT

5. 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 THE CALRECYCLE BEVERAGE CONTAINER RECYCLING PAYMENT PROGRAM GRANT IN THE AMOUNT OF TWENTY-THREE THOUSAND SEVEN HUNDRED AND SIXTY-FOUR DOLLARS (\$23,764) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BIGBELLY CONNECT SERVICES (BIGBELLY SOLAR, LLC.) AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF TWENTY-THREE THOUSAND NINETY-SEVEN DOLLARS AND FORTY-EIGHT CENTS (\$23,097.48) TO BUYOUT SIX (6) DOUBLE KIOSK RECYCLING STATIONS IN THE CITY OF COMPTON

REGULAR AGENDA

BOARDS, COMMISSIONS AND COMMITTEES

6. COMMISSION OF THE ARTS (Discussion Items only)
OLYMPIC COMMITTEE (Discussion Items only)

CITY MANAGER'S REPORT

7. REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS TO ATTEND THE 2025 SACRAMENTO LEGISLATIVE TOUR ON JANUARY 6, 2025 - JANUARY 8, 2025

CITY TREASURER'S REPORTS

8. POWERPOINT PRESENTATION: FY25 FIRST QUARTER INVESTMENT REPORT (Receive and File) - City Treasurer (Brandon Mims)

NEW BUSINESS

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN LEASE AGREEMENT BETWEEN CLPF GATEWAY TOWNE CENTER LP AND THE CITY OF COMPTON FOR A SHERIFF SUBSTATION AT THE GATEWAY TOWNE CENTER
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR END-POINT WIRELESS INC. TO PROVIDE A POLE-MOUNTED ELECTRONIC SECURITY CAMERA SYSTEM IN THE AMOUNT OF ONE HUNDRED FIFTY-NINE THOUSAND EIGHTY-FOUR DOLLARS AND TWENTY-SEVEN CENTS (\$159,084.27)
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ESTABLISH A PURCHASE ORDER TO MDJ MANAGEMENT FOR THE REMOVAL AND INSTALLATION OF THE FIRE ALARM AND SPRINKLER SYSTEM AT COMPTON CITY HALL (\$1,861,934.97)
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE FINAL TRACT MAP NO. 82807 FOR RECORDATION TO DEVELOP A 60-UNIT ATTACHED RESIDENTIAL CONDOMINIUM DEVELOPMENT ON A 2.45 ACRE LOT LOCATED AT 930 WEST COMPTON BOULEVARD

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT'S 2024-2025 FISCAL YEAR BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR MARK THOMAS & COMPANY, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ARTESIA BOULEVARD OVER ALAMEDA STREET AND ACTA/UPRR BRIDGE REPAIR PROJECT, CIP# 23-01 (\$335,332.52).
14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF MV TRANSPORTATION, INC., AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A 3-YEAR FIXED ROUTE TRANSIT SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER FOR THE OPERATION AND MAINTENANCE OF THE COMPTON RENAISSANCE TRANSIT SYSTEM (\$6,847,870).

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 11/6/2024 5:30:00 PM

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

May 21, 2024

The Compton City Council meeting was called to order at 4:10 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence Ceremony with the Pledge of Allegiance was also led by Mayor Sharif.

ROLL CALL

Council Members Present: D. Duhart, A. Spicer, Mayor E. Sharif

Council Members Absent: J. Bowers, L. Darden (*Both joined the meeting during closed session*)

Other Officials Present: E. Perrodin, V. McDaniel, B. Mims, W. A. Hopkins

CLOSED SESSION AGENDA ITEMS

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Controller

Pursuant to California Government Code Section 54957

PUBLIC COMMENTS ON CLOSED-SESSION AGENDA ITEMS ONLY

There were no audience comments on closed-session items.

RECESS TO CLOSED SESSION

On a motion by Duhart, seconded by Spicer, the City Council recessed to closed session at 4:12 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Sharif

NOES: Council Members – None

ABSENT: Council Members – Bowers, Darden

RECONVENE TO OPEN SESSION

On a motion by Duhart, seconded by Darden, the City Council voted to reconvene at 5:44 p.m. by the following vote on roll call:

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

NOES: Council Members – None

ABSENT: Council Member – Spicer

REPORT ON CLOSED SESSION ITEMS

City Attorney Eric Perrodin reported that there was nothing to report, and the evaluation will continue until next week.

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. **PRESENTATION: RECOGNIZING AMARIS LEIATUA** (Honoring Asian and Pacific Islander American Heritage) – Mayor Emma Sharif (*Presentation Held*)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Maria Villareal congratulated the young lady on being an attorney. Villareal commented about the homelessness in front of businesses and becoming aggressive. Small business owners don't know how to handle these situations.

Lynn Boone congratulated the young lady whose presentation was earlier. Ms. Boone expressed concern about the delay in the meeting minutes. She also expressed her concerns about a public hearing not being by the community. Lastly, her concern is why the City Attorney is not attending

closed sessions and congratulated his daughter Erica Perrodin for graduating from Long Beach City College.

Vernell McDaniel, City Clerk stated that minutes are available via DVD or Channel 36 the next day. The meeting starts at 10: 00 AM or the citizens are welcome to request a DVD of the meeting in the City Clerk's office.

Tony Hicks, Vice President of the Compton 125 Historical Society, congratulated Amaris Leiataua, an announced, Compton Founders Day is on May 11th; Compton will turn 136 years old. On Saturday, May 25th, at Dollarhide Community Center, Hicks invited all multicultural residents and community members to come out. The program will be from 2:00 P.M. to 8:00 P.M.

Tanya Lewis congratulated the young lady who was presented earlier. Lewis also expressed her concern about the city's beautification timeline. She also voiced her opinions about the prostitution going on Long Beach Blvd.

Jonathan Bowers stated 31st of this month they are going out and addressing prostitution issue, it will begin at 7:00 P.M.

Miller Martin stated that the city did not look good and that he would like to be on the Beautification Committee. Many events are coming to California and, Compton should look good. He continued to compare to Inglewood and mentioned if Inglewood can become a multi-billion-dollar city, so can Compton.

Vanessa Cain congratulated Amaris. Cain also expressed her concern about environmental services and that it should be given to the citizens since they pay taxes. She also expressed her gratitude to Councilman Bowers to help deal with the prostitution in District 4.

Fidel Marquez expressed his concerns about item no. 6 and wanted to discuss Item 6 and all the other items that coincide with this report from Wildan. He believes that we are not using funds properly regarding medians. He asked if we had money to allocate to the medians. He congratulated Martha Barajas and her family, on daughter Erica's graduation from Long Beach State College with honors.

Rodney Lister expressed his concerns about city events being on the city's calendar. Maintaining the city's operations on the city's website calendar.

5:35 PM – PUBLIC HEARING – TO ADOPT THE ENGINEER'S REPORT FOR THE COMPTON LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2024-2025 (Item #6)

On motion by Duhart, seconded by Darden, the public hearing was opened at 6:27 p.m. by the following vote on roll call:

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

NOES: Council Members – None

ABSENT: Council Members – None

John Strickland, Public Works Director, reported that the purpose of this public hearing is to approve the engineer report established by Wildan Financial as well as to order the levies and connect a collection of assessments for the lighting landscaping and sewer assessment to ensure a flow of funds for a portion of the ongoing maintenance and servicing of public lighting facilities traffic signals landscaping and Parkway Street, maintenance within the boundaries of the City of Compton. The City Council previously formed a citywide landscaping and lighting district. The City of Compton annually levies and collects special assessments to maintain the improvements that provide special benefit to properties within the Compton landscape and lighting District 1. Assessments are levied annually for the district with, pursuant to the landscape and lighting act of 1972 Part 2 of division fifteen of the California streets and Hwy. code. At the City Council meeting held on April 23rd 2024 the City Council adopted resolutions initiating proceedings accepting the preliminary engineering report declaring its intent to levy and collect assessments and charges at an appointed a time and place for public hearing for the lighting landscaping District 1, charges for the physical year 2024-2025. The time of the hearing was set for May 21st 2024 at 5:30 P.M.

The funds are collected for the City of Compton by the county tax collector and usually nets the city approximately \$4,189,284.28 following the consideration of all public comments and written protests at the notice of public hearing and review of the engineers report the City Council may order amendments to the report or confirm the report as submitted following the final approval of the report and confirmation of the assessment. The council may then order the levy and collection of assessments for fiscal year 2025 or swing to the 1972 act it's such case. Send information to the controller and included on the tax roll for each accessible parcel in physical year 2024/25. I've included a list of funding that the city has received over five years. You noticed I stated 2021 2020-2021 the number of parcels is 20,360 the total parcels levied was 19,473, which netted the city \$4,193,495.08 in 20/21/22 the number of total parcels was 20,380, 1487 were levied which netted the city at \$4,187,847.66 in 20/22/23, 1373 parcels with levy work 2020, 1373 number total number of parcels and total number of parcels levy is 19,482 which netted the city 4,189,000 to 44 and urgent sense in 2023. With 20,360 number of total parcels levy was 19,469 which netted the city \$4,189,284.28 and this upcoming year 202425 number of total parcels is 20,361 and the total parcels just create levying is 19,482 which will net us a total of \$4,189,364.78 which is the total amount of the past five years of \$20,949,235.93 this concludes my presentation.

Miller Martin indicated that was a lot of money presented tax bill went up 10% fix this place up.

Mark Smith asked if taxes increase on the bill

John Strickland answered no affirmatively

Tanya Lewis asked if the presentation stated 20 million dollars, and if so, why does the city look the way it looks?

Lynn Boone thanked Mr. Strickland for putting together a report that looks different and gives a breakdown. Her question is how to make more than \$4 million each year.

Fidel Marquez stated that if we have \$20 million, we have money to fix the mediums.

Vanessa Cain stated that mediums have not been done in 20 years, so where is the money? Thank you, Mr. Strickland, for giving us a report. We can read it, and we see that money has disappeared and nothing is getting done.

Charles Strickland expressed that the city has to be transparent and allow the council to do its job.

On a motion by Spicer, seconded by Duhart, the public hearing was closed at 6:39 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

Willie Hopkins, City Manager stated that the landscape and lighting district involves a direct cost including \$1.5 million to pay the electricity for all the streetlights in the city, street sweeping of over \$700,000 and tree trimming \$400,000. There are opportunities of course for improvement but understand that of the \$20 million you just witnessed Mr. Strickland give you over the course of the last five years it's not \$20 million that has been hoarded.

5:45 PM – PUBLIC HEARING – TO ADOPT THE ENGINEER’S REPORT FOR THE COMPTON SEWER SERVICE CHARGES ASSESSMENT FOR FISCAL YEAR 2024-2025 (Item #8)

On motion by Duhart, seconded by Darden, the public hearing was opened at 6:43 p.m. by the following vote on roll call:

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

ABSENT: Council Members – None

John Strickland the purpose of this public hearing is to approve the engineers report prepared by Wildan financial as well as to order the levy charge to ensure a flow of funds for a portion of the ongoing maintenance and operations of a sanitary sewer system facilities within the boundaries of the City of Compton. The city council previously established a sewer service charge on November 5th 1996. California voters approved proposition 218, this constitutional amendment was the latest in a series of initiatives altering the revenue raising discretion of California and local agencies. The provisions of the proposition are set forth in the California constitution article 13 C and article 13 D. The sewer service levy is considered a charge under proposition 218. The engineers report for the City of Compton sewer service charge has been prepared pursuant to the order of the City of Compton in compliance with the city's municipal code and statutory requirements for the state of California. The report covers fiscal year 2024-2025 beginning July 1st 2024 and ending June 30th 2025. At the City Council meeting held on April 23rd 2024 the City Council adopted resolutions initiating proceedings accepting the preliminary engineering report declaring its intent to levy and collect assessments and charges and appointing a time and place for a public hearing. What is sewer service charges for fiscal year 2024-2025 the time of the hearing was set for May 21st 2024 at 5:45 P.M. The money is collected by the city for the charges and used for the maintenance of the existing sanitation sanitary sewer system and repayment of a portion of the sewer bonds previously issued for the reconstruction of the city sewer system. Following the consideration of all public comments and written protests at the notice of public hearing and the review of the engineers report the City Council may order amendments to the report or confirm the report as submitted. The City of Compton public works department has determined that the rate of the sewer service charges for all the accessible parcels within the limits of the City of Compton for fiscal year 2024-2025 shall remain the same as fiscal year 2023-2024. The total estimated charge of sewer service for all parcels is approximate. In order to ensure timely and efficient collection of the sewer service charges the City of Compton utilizes the Los Angeles County Assessors' office property tax billing system for collection of the sewer service charges. A listing of parcels and the amount of assessment to be levied shall be submitted to the county auditor controller and included on the property tax roll for each parcel in fiscal year 2024-2025. Upon receipt of the sewer service charges through the property tax billing system the funds received by the Los Angeles County assessor will be forwarded to the City of Compton and placed in the designated fund for exclusive use for the operation and maintenance of the sewer service system. The City of Compton's five-year past history of collection for this particular fund from 2020, go to parts of 1747 total parcels levied 16,638 which netted the city \$942,693.00. In 2021-2022 total parcel is 20,007 levied 16,094 netting the city 913,479 dollars. In 2022-2023 total parcels varied as 20,000, 760 and total parcels levy 16,000 and \$8781.00 and 20/23/24 total parcels 20,748 total parts of levy 16,113 nineteen the city 914,586 and in 2024 total parcels the estimated 20,749 total parcels levied 16 thousand 9390 in the city and 202425900 and 13,506 dollars with a total of \$4,593,000

Mark Smith asked if taxes increase on the bill

John Strickland answered no

Mark Smith asked if there is a contract for a public works engineer or if the City of Compton have their own.

John Strickland answered that we have a contracted public works engineer

Lynn Boone stated that her question was not answered in the other report. Boone continued to ask if anything could be done to the residence to increase the dollar amount regarding receiving lighting, landscaping, and the sewer. Is there a report that we can read to inform us when maintenance is supposed to take place and who's doing it?

Charles Strickland complimented the Council.

Miller Martin stated that next time the engineer should present the report so the citizens would have a better understanding of the presentation that Mr. Strickland gave.

On a motion by Darden, seconded by Spicer, the public hearing was closed at 6:55 p.m. by the following vote on roll call:

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

Council Member Darden asked if there is \$54.00 rebate for seniors which they have until June 30th to submit this to Wildan and Associates. What is the date that it must be submitted to the LA County Assessors Office to be placed on tax bill.

John Strickland – August.

Council Member Duhart stated Ms. Boone’s question was not answered.

John Strickland in order to increase the amount you would need to raise the assessment and increase their property taxes and it has to go to the voters to vote.

Council Member Duhart asked if there was enough staff.

John Strickland stated there is an Engineer and Street Superintendent on staff.

CONSENT AGENDA

On motion by Darden, seconded by Spicer, to approve the Consent Agenda by the following vote on roll call:

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

APPROVAL OF MINUTES

2. September 19, 2023

FIRE DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH SECURE A DOOR TO PROVIDE GENERAL AND EMERGENCY REPAIRS TO THE OVERHEAD ROLL-UP DOORS AND EQUIPMENT FOR ALL FOUR (4) FIRE STATIONS (\$20,000.00) **(REMOVED FOR DISCUSSION)**

CITY TREASURER

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING SIGNATURES ON CERTAIN ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON THOSE ACCOUNTS *(Approved Resolution Number 26,044)*

PUBLIC WORKS DEPARTMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE PEARL AVENUE AND CHESTER AVENUE EMERGENCY SEWER REPAIR PROJECTS AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER’S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTORS RETENTION (\$99,974.28) **(REMOVED FOR DISCUSSION)**

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

FIRE DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH SECURE A DOOR TO PROVIDE GENERAL AND EMERGENCY REPAIRS TO THE OVERHEAD ROLL-UP DOORS AND EQUIPMENT FOR ALL FOUR (4) FIRE STATIONS (\$20,000.00)

Council Member Darden stated that the doors are old. Her concern is why are we continuing to repair the doors instead of replacing them.

City Manager stated to get an assessment of all of the firehouses. Once assessment is completed the plan is to replace all the doors with new lighter doors and garage door openers over the next year.

Council Member Darden asked if the American Rescue Funds can be utilized for these expenditures.

City Manager stated ARPA money has to be expended by December.

On a motion by Duhart, seconded by Darden, **Resolution Number 26,045** entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH SECURE A DOOR TO PROVIDE GENERAL AND EMERGENCY REPAIRS TO THE OVERHEAD ROLL-UP DOORS AND EQUIPMENT FOR ALL FOUR (4) FIRE STATIONS (\$20,000.00)” 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

PUBLIC WORKS DEPARTMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE PEARL AVENUE AND CHESTER AVENUE EMERGENCY SEWER REPAIR PROJECTS AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER’S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTORS RETENTION (\$99,974.28)

Council Member Darden stated that her concern about the item is that she wants to make sure that we have an independent inspector properly before we release the remaining amount of the money.

John Strickland stated we hired a construction management and inspection firm for this project, which was approved by the council in October.

On a motion by Darden, seconded by Duhart, **Resolution Number 26,046** entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE PEARL AVENUE AND CHESTER AVENUE EMERGENCY SEWER REPAIR PROJECTS AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER’S OFFICE AND

AUTHORIZE THE RELEASE OF THE CONTRACTORS RETENTION (\$99,974.28)” 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

REGULAR AGENDA

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER’S REPORT OF WILL DAN FINANCIAL SERVICES FOR THE CITY OF COMPTON’S LIGHTING AND LANDSCAPE ASSESSMENTS DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2024/2025

On a motion by Darden, seconded by Duhart, **Resolution Number 26,047** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER’S REPORT OF WILL DAN FINANCIAL SERVICES FOR THE CITY OF COMPTON’S LIGHTING AND LANDSCAPE ASSESSMENTS DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2024/2025**” 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 ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FISCAL YEAR 2024/2025

On motion by Darden, seconded by Spicer, **Resolution Number 26,048** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FISCAL YEAR 2024/2025**” was adopted by the following vote on roll call:

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

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER’S REPORT OF WILL DAN FINANCIAL SERVICES FOR THE CITY OF COMPTON’S SEWER SERVICE CHARGES FOR FISCAL YEAR 2024/2025

City Clerk Vernell McDaniel recommended corrections of the resolution to change the dates from 2023/2024 to 2024/2025 and have the fiscal year date in the third whereas.

On a motion by Duhart, seconded by Spicer, **Resolution Number 26,049** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER’S REPORT OF WILL DAN FINANCIAL SERVICES FOR THE CITY OF COMPTON’S SEWER SERVICE CHARGES FOR FISCAL YEAR 2024/2025**” was adopted by the following vote on roll call:

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

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING LEVY AND COLLECTION OF ASSESSMENTS OF THE SEWER SERVICE CHARGES FOR FISCAL YEAR 2024/2025

On a motion by Duhart, seconded by Spicer, **Resolution Number 26,050** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING LEVY AND COLLECTION OF ASSESSMENTS OF THE SEWER SERVICE CHARGES FOR FISCAL YEAR 2024/2025**” was adopted by the following vote on roll call:

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

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT’S 2023-2024 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A SECOND AMENDMENT OF THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR BIGGS CARDOSA ASSOCIATES, INC. STRUCTURAL ENGINEERS TO PROVIDE ADDITIONAL PROFESSION DESIGN ENGINEERING SERVICES FOR THE ARTESIA BOULEVARD BRIDGE IN THE AMOUNT OF FORTY-NINE THOUSAND FIVE HUNDRED EIGHTY-FOUR DOLLARS (\$49,584.00)

On a motion by Darden, seconded by Duhart, **Resolution Number 26,051** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT’S 2023-2024 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A SECOND AMENDMENT OF THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR BIGGS CARDOSA ASSOCIATES, INC. STRUCTURAL ENGINEERS TO PROVIDE ADDITIONAL PROFESSION DESIGN ENGINEERING SERVICES FOR THE ARTESIA BOULEVARD BRIDGE IN THE AMOUNT OF FORTY-NINE THOUSAND FIVE HUNDRED EIGHTY-FOUR DOLLARS (\$49,584.00)**” 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

Councilperson Spicer exited the meeting at 7:08 p.m.

COUNCIL COMMENTS

Councilperson Duhart offered the following communications/ announcements

- Commented that she participated on Saturday, May 18th co-hosted the 4th annual community resource fair in partnership with Compton Advocates. Duhart also thanked Pastor Raiford Owens for opening the fair with a wonderful, touching invocation.
- Invited the community to attend the dedication ceremony of the new 2024 Fire Service Fleet held on May 30th from 1:00 P.M. to 4:00 P.M. at Fire Station No. 1, 1201 S Acacia Avenue.
- Announced that neighborhood housing services offer free mammograms on Saturday, June 15th, from 9:00 A.M. to 5:00 P.M. to schedule a screening, call 909 622 3166.
- Announced that Republic Services Republic Services observes the following holidays: Memorial Day, Monday, May 27th, and Independence Day, Tuesday, July 4th. Residential collection service will be delayed one day each week since the fall of the weekday holidays.

- Thanked our Public Services Department for restriping the crosswalks at 600 W Compton Blvd., 100 S Matheson Ave., 700 W Compton Blvd., and 100 S Paulson Ave.
- Announced that the Key of Knowledge Community Development Corporation is rolling out its summer STEM program (science, technology, engineering, art, mathematics). The program includes sustainable life skills, personal development, sports, dance, and free lunch and snacks.
- Requested that the City Council meeting be adjourned in Memory of **Dr. Bau Ayodelle**, father of Yewande Ayodelle, whose family has lived in Compton for over 70 years. Services are this Friday, May 24th.
- Reminder to eat, shop, and buy in Compton.

Councilperson Bowers offered the following communications/ announcements

- Commented that he attended the California Contract Cities Association Conference Network meeting with other city officials and organizations.
- Announced that on Saturday, May 25th, The Makers Hub conducts a free workshop for Compton residents. The workshop is called Intro to Home Systems. The workshop teaches the basics of repairing various simple things in your home. Hands-on projects will also be available to help residents become comfortable using tools. The workshop is funded by the city CDBG grant. If interested, email Adrian Foray at Adrian@themakershub.org or call 310-422-4576.
- Announced that the Third District second quarter town hall meeting is scheduled for Saturday, June 8th, from 10 A.M. to 12 P.M. at Burrell McDonald Park.

Councilperson Darden offered the following communications/ announcements.

- Commented that on Tuesday, May 14th, her office participated in the Delta Sigma Theta Day sharing activities with the 4th District.
- Announced that on Wednesday, May 22nd, she will participate in the city's audit community meeting.
- Announced that on Thursday, May 23rd, she will participate in the Compton Chamber Entertainment Chamber of Commerce monthly mixer at the Crystal Crab House restaurant.
- Announce that on the 25th of May, she will be attending the Fire Department's appreciation program and the Founders Day Celebration at Dollarhide Community Center.
- Commented that she has completed installing several cheerful street pole banners in the city. These banners are to share examples of how to embrace constructive images around the city, including Clean and Beautify Women's History Month and the Cinco de Mayo celebration.
- Commented that her office often responds to resident inquiries regarding areas needing the city's attention, including performing day trips throughout the 4th district, citing various issues. She reported on the issues of April.
- Announced that on May 11th, she observed Republic in the 4th District picking up bulky items.
- Announced that there are active petitioners seeking signatures on potential ballot items. One is the signatures for fire engines; however, this is for the LA County Fire Department,

and the signatures will not impact the Compton Fire Department. She was approached this past Friday at Costco, and the gentleman explained that this was for the Compton Fire Department. She stated that Compton had just received two new engines, and the man still tried to get her to sign the petition. She was there again yesterday evening, and so was the gentleman with another gentleman who tried to get me to sign the petition. A petition is being circulated on behalf of the International Association of Firefighters Local 1014. This is an approach to get on the ballot, but this has no benefit to the City of Compton.

- Questions: Darden asked the city manager if the city had started using anti-graffiti paint. She is also inquiring about the status of forming the Olympic Commission.
- Announced that Pastor Rayford Owens and his church will be going out on the 4th Saturday of each month to minister to the prostitutes on Long Beach Blvd. from 12:00 P.M. to 1:00 P.M.
- Commented that she continuing to work with the City Managers and the Sheriff's Department regarding the prostitution problem. Asking for extra patrol. Planning on installing cameras.
- Announced that on Friday, May 31st, from 8:00 P.m. to 10:00 P.M., she will meet with an outreach group (Restoration Diversion Services) regarding human traffickers of young ladies. Located at 208 N Long Beach Blvd.
- Requested that the City Council meeting be adjourned in memory of Ms. Ruby Evans, a long-time resident in the 4th District, a popular daycare provider, and she cared for my grandchildren. Ms. Ruby is also the person who won the \$2.7 million on a scratch-off ticket recently.

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif commented that on Saturday, May 18th, her office hosted another citywide dump day in partnership with Caltrans and Assembly Member Mike Gibson. Residents dropped off bulky items and waste. 108 cars and trucks came to utilize this wonderful service. They were able to service 21 seniors for bulky item pickups for Districts 1 and 3 through our American Reclamation Partners. Sharif thanked everyone who supported this event and worked to make our city clean and beautiful. This is a part of the beautification piece we continue to talk about. Lastly, Sharif thanked Caltrans and Assembly Gibson for their support.
- Mayor Sharif commented that on Saturday, May 18th, she attended and engaged on a panel at Compton College regarding a community symposium on illegal street takeovers and racing. Sharif shared information on addressing takeover recommendations, current resources, and strategies requiring more resources and support to address these ongoing concerns.
- Mayor Sharif announced that on Saturday, May 25th, her office and Council members Duhart and Bowers will be partners in hosting the City of Compton's 136th Birthday Founders Day Celebration at Dollarhide Community Center. The community is invited to come out with us from 2:00 to 8:00 P.M. There will be fun for the entire family, including food, entertainment, a children's area with a petting zoo, and more. A fashion show reenacts art history and relives Compton's drive in the theater. The movie begins at 7:30 P.M.
- Mayor Sharif thanked in closing all the residents for coming out tonight and have a wonderful evening.

- Mayor Sharif requested to adjourn the meeting in memory of Roslyn Stafford. She's a citizen here in the City of Compton, so we really want to extend our condolences to the Stafford family.

ADJOURNMENT

On a motion by Duhart, seconded by Bowers, the meeting was adjourned in memory of **Dr. Bau Ayodelle, Ruby Evans,** and **Rosalind Stafford** at 7:25 p.m. by the following vote on roll call:

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

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

October 22, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: BRYAN SPRAGG, DIRECTOR OF RECREATION
SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO OPEN A PURCHASE ORDER WITH HASA INC. dba COMMERCIAL AQUATIC SERVICES INC. TO PAY FOR THE REMOVAL AND REPLACEMENT OF THE CHEMICAL PUMP LOCATED AT THE LUEDERS PARK SWIMMING POOL FOR THE AMOUNT OF \$6,671.04

SUMMARY

Adoption of the attached resolution will establish a Purchase Order to pay for the removal and replacement of the chemical pump at Lueders Park swimming pool during the fiscal year 2024-2025.

BACKGROUND

The City of Compton’s Recreation Department provides comprehensive aquatics programming which meets the needs of the community through highly accessible, enjoyable, and varied opportunities for learning and recreation. The City has a commercial swimming pool at the Lueders Park Aquatic Center, built in 1972, which has a lap pool. The chemical pump has significant damage and requires removal and replacement to help prolong the life of the pool. The City is seeking removal and installation services to replace the chemical pump.

STATEMENT OF THE ISSUE

City Council approval is needed to pay for the removal and replacement of the chemical pump at Lueders Park swimming pool during the fiscal year 2024-2025.. The HASA INC maintenance service contract, which services the Lueders Park swimming pool, has exceeded the City Manager’s spending authority of \$25,000 and City Council approval is needed. The Department of Recreation is requesting authorization to pay for the chemical pump removal and replacement in the amount of \$6,671.04.

A total of three (3) bids were received for this project. Below are the bids received:

Contractor	Bid Amount
HASA Inc.	\$6,671.04
Team AAA Pool Bros	\$9,702.34
Metro-Chem Inc.	\$19,893.11

HASA Inc. had the lowest bid, is a current service provider to the pool, and was the selected contractor for this project.

SCOPE OF WORK

The scope of work includes shut off circulation and isolate power to the controller from the main breaker panel, isolate sample stream and disconnect flow cell from controller panel, remove controller panel and flow cell assembly from wall to dispose off-site, secure new back plate mounted BECSys3 controller with flow cell assembly on wall, make connection from flow cell assembly to the existing sample stream supply/discharge, wire controller to power and restore power to restart circulation and program controller, perform manual water chemistry test to perform sensor calibration and establish setpoints, confirm leak free circulation through sample stream and chemical pump function.

FISCAL IMPACT

The total cost for fiscal year 2024-2025 is \$6,671.04. The funds for these expenditures are available in the Recreation Department's 2024-2025 fiscal year budget and will be available in Account Number 1001-840-000-4236.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution establishing and authorizing the City Manager to open a Purchase Order to pay for the removal and replacement of the chemical pump at Lueders Park swimming pool during the fiscal year 2024-2025.

WILLIE A HOPKINS JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO OPEN A PURCHASE ORDER WITH HASA INC. dba COMMERCIAL AQUATIC SERVICES INC. TO PAY FOR THE REMOVAL AND REPLACEMENT OF THE CHEMICAL PUMP LOCATED AT THE LUEDERS PARK SWIMMING POOL FOR THE AMOUNT OF \$6,671.04

WHEREAS, the City of Compton's Recreation Department provides comprehensive aquatics programming which meets the needs of the community through highly accessible, enjoyable, and varied opportunities for learning and recreation; and

WHEREAS, the City has a commercial swimming pool at the Lueders Park Aquatic Center, built in 1972, which has a lap pool. The chemical pump has significant damage and requires removal and replacement to help prolong the life of the pool. The City is seeking removal and installation services to replace the chemical pump; and

WHEREAS, the HASA INC maintenance service contract, which services the Lueders Park swimming pool, has exceeded the City Manager's spending authority of \$25,000 and City Council approval is needed; and

WHEREAS, the Department of Recreation is requesting authorization to pay for the chemical pump removal and replacement in the amount of \$6,671.04; and

WHEREAS, the funds for these expenditures are available in the Recreation Department's 2024-2025 fiscal year budget and will be available in Account Number 1001-840-000-4236.

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

Section 1. That the City Manager, is hereby authorized, on the advice and approval of the City Attorney, to open a Purchase Order with HASA Inc dba Commercial Aquatic Services Inc. for \$6,671.04 to pay for the chemical pump removal and replacement.

Section 2. That funds are available in the 2024-2025 Adopted Fiscal Year Budget in Account Number 1001-840-000-4236.

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

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

ADOPTED this _____ day of _____, 2024

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) 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 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



RECORD OF THREE PRICE QUOTATIONS

Requisition or P.O. No.:

Price Quotations:

Vendor Name: HASA Date Contacted: 9/24/2024
Address: 1121 N. Hawke Circle Anaheim, CA 92807 Telephone: (877) 794-6227
Individual Contacted: Price Quoted: \$6,671.04
Price Good To:
Remarks:

Vendor Name: Metro- Chem, Inc Date Contacted: 9/30/2024
Address: Telephone:
Individual Contacted: Price Quoted: \$19,893.11
Price Good To:
Remarks:

Vendor Name: Team AAA Pool Bros Date Contacted: 9/26/2024
Address: 355 N Lantana St, 554 Camarillo CA 93010 Telephone: (805) 987-0975
Individual Contacted: Price Quoted: \$9,702.34
Price Good To:
Remarks:

Explanation:

Prepared by Name/Title:

Maria Rios Lopez

10/2/2024

Date

Approved by Name/Title

Buyer

Date



1121 N. Hawk Circle
Anaheim, CA 92807
Office: 1-877-794-6227
Fax: 1-877-794-6329
Email: info@swimcas.com

Estimate

Date	Estimate #
9/24/2024	E24-1530

Name / Address	Ship To	Terms	
City of Compton Leuders Park Aquatics 1500 E. Rosecrans Ave Compton, CA 90221	City of Compton Leuders Park Aquatics 1500 E. Rosecrans Ave Compton, CA 90221	Net 30	
		Rep	Due Date
		CAS	10/24/2024

Description	Qty	Cost	Total
Estimate to replace a BecSys3 chemical controller for the pool. The tech reports that there are no failsafe timers on the existing obsolete chemical controller. This is causing issues with the controller properly feeding chemicals into the pool. Location: City of Compton, Leuders Pool Scope of work: ***BECSYS3 CHEMICAL CONTROLLER INSTALLATION*** - Shut off circulation and isolate power to the controller from the main breaker panel - Isolate sample stream and disconnect flow cell from controller panel - Remove controller panel and flow cell assembly from wall to dispose off site - Secure new back plate mounted BECSys3 controller with flow cell assembly on wall - Make connection from flow cell assembly to the existing sample stream supply/discharge - Wire controller to power and restore power to restart circulation and program controller - Perform manual water chemistry test to perform sensor calibration and establish setpoints - Confirm leak free circulation through sample stream and chemical pump function	8	235.00	1,880.00

Commercial Aquatic Services is a state licensed and bonded contractor, CSLB #1099878
C53 classification - Swimming Pool Contractor.

CAS Warranty Information: Workmanship will be covered by CAS for 30 days from date of repair/installation. Equipment/parts are covered under manufacturer warranty.



1121 N. Hawk Circle
Anaheim, CA 92807
Office: 1-877-794-6227
Fax: 1-877-794-6329
Email: info@swimcas.com

Estimate

Date	Estimate #
9/24/2024	E24-1530

Name / Address
City of Compton Leuders Park Aquatics 1500 E. Rosecrans Ave Compton, CA 90221

Ship To
City of Compton Leuders Park Aquatics 1500 E. Rosecrans Ave Compton, CA 90221

Terms	
Net 30	
Rep	Due Date
CAS	10/24/2024

Description	Qty	Cost	Total
Bec Sys3 Chemical Controller with Flow Cell Assembly and Probes Misc 1/2" SCH80 Fittings 100' 1/2" clear poly tubing Temperature Control		4,345.61	4,345.61T
This estimate includes labor, materials, tax, testing equipment, travel and standard parts necessary to perform the stated scope of work. It does not include any additional parts or labor if other repairs or equipment replacement is required.		0.00	0.00T
<i>OK to PM B. J. [Signature]</i>			

Estimate valid for 30 days.

Commercial Aquatic Services is a state licensed and bonded contractor, CSLB #1099878
C53 classification - Swimming Pool Contractor.

CAS Warranty Information: Workmanship will be covered by CAS for 30 days from date of repair/installation. Equipment/parts are covered under manufacturer warranty.

Sales Tax (10.25%) \$445.43

Total \$6,671.04

Customer Signature _____

Metro-Chem, Inc.

Post Office Box 826
Gardena, CA 90248

Estimate

Name/Address

Compton Controller
Compton, City Hall
205 South Willowbrook
P.O. Box 5118
Compton, CA 90221

Date	Estimate No.	Project
09/30/24	1334	

Item	Description	Quantity	Unit Price	Total
23272	BecsSys3 Controller: ORP and Ph Probes, LED Flow Cell, Temp Probe, Rotary Flow Cell, Flow Switch with Check Valve, Mounted on PVC Back Plate, Chemical Feed Pump Cords, Ethernet Communication Module	1	9,562.00	9,562.00T
72787	Extra Parts Fee: Schedule 80 Fittings	1	200.00	200.00T
88239	Tubing, 1/2" White Poly (Paraflex PE Tubing - 120psi .50 ODX .375 ID)	100	2.00	200.00T
62267	Labor: Complete Install for Becs Sys 3	1	8,910.00	8,910.00
	Sales Tax		10.25%	1,021.11
			Total	\$19,893.11



ESTIMATE	#8702
ESTIMATE DATE	Oct 2, 2024
SERVICE DATE	Sep 26, 2024
TOTAL	\$9,702.34

City of Compton/ Lueders Park
City of Compton
1500 W Rosecrans Ave
Compton, CA 90222

CONTACT US

355 N Lantana St , 554
Camarillo, CA 93010

✉ bspragg@comptoncity.org

☎ (805) 987-0975

✉ office@aaaapoolproslc.com

ESTIMATE

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as

\$210.47/mo*. Your credit score will not be affected.

Services	qty	unit price	amount
9/26 - Bid due 10/3	1.0	\$0.00	\$0.00
Bec Sys3 Chemical Controller with Flow Cell Assembly and Probes			
• Misc. 1/2" SCH80 Fittings			
• 100' 1/2" clear poly tubing Temperature Control			
BECSYS3 CHEMICAL CONTROLLER INSTALLATION***	1.0	\$0.00	\$0.00
Shut off circulation and isolate power to the controller from the main breaker panel - Isolate sample stream and disconnect flow cell from controller panel - Remove controller panel and flow cell assembly from wall to dispose offsite - Secure new back plate mounted BECSys3 controller with flow cell assembly on wall - Make connection from flow cell assembly to the existing sample stream supply/discharge - Wire controller to power and restore power to restart circulation and program			

controller - Perform manual water chemistry test
to perform sensor calibration and establish
setpoints - Confirm leak free circulation through
sample stream and chemical pump function

This estimate includes labor, materials, tax,
testing equipment, travel and standard parts
necessary to perform the stated scope of work. It
does not include any additional parts or labor if
other repairs or equipment replacement is required

Install - Chemical controller	1.0	\$2,350.00	\$2,350.00
Install new BEC Sys3			
Disposal fee	1.0	\$350.00	\$350.00
Miscellaneous parts	1.0	\$550.00	\$550.00
Travel time	1.0	\$350.00	\$350.00

Services subtotal: \$3,600.00

Materials	Qty	Unit Price	Amount
Becs Sys3 Chemical Controller	1.0	\$4,985.00	\$4,985.00
With Probes, Flowcell Assembly, Temperature Probe, Rotary Flowswitch With Check Valve, Power Cords For Pumps And Mounted On A Pvc Backplate.			
Chemicals for feeder	2.0	\$275.00	\$550.00

Materials subtotal: \$5,535.00

Subtotal \$9,135.00

Tax (LA County 10.25%) \$567.34

Total \$9,702.34

Please make all checks payable to: AAA Pool Pros LLC

Estimates are ONLY valid for 15 days. Contact office to update estimate if over 15 days.

All REPAIR INVOICES are due upon completion. Please be aware that we will charge \$35 per month on late invoices.
Thank you for your business.

AAA Pool Pros LLC | 1057339

**COMMERCIAL SWIMMING POOL MAINTENANCE SERVICES AGREEMENT
BETWEEN
HASA INC. dba COMMERCIAL AQUATIC SERVICES
AND
CITY OF COMPTON**

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 HASA Inc. dba Commercial Aquatic Services (hereinafter referred to as "**CONTRACTOR**") located at 1121 N. Hawk Circle, Anaheim, California 92807.

RECITALS:

WHEREAS, the City has five (5) major parks with recreational facilities, eight (8) neighborhood parks, one (1) Par 3 Golf Course, and two (2) commercial swimming pools - the Gonzales Park Aquatic Center which has a lap pool and a wading (kiddie) pool, and Lueders Park Aquatic Center which has a lap pool; and

WHEREAS, the City of Compton's Recreation Department ("Department") provides comprehensive aquatics programming that meet the needs of the community through highly accessible, enjoyable and varied opportunities for learning and recreation; and

WHEREAS, the Department also offered; Summer Swim Day Camp, Lifeguard training for City youth and Water Safety instruction; and

WHEREAS, the City desires to revitalize its Recreation Department to reinstate these swimming programs again; and

WHEREAS, the City requires the services of an experienced and qualified contractor to assist with commercial swimming pool maintenance services, and

WHEREAS, by Resolution No. 25,897, adopted on the 12th day of September 2023, the City Council gave approval to award a contract to the Contractor to provide the services required by this Agreement; and

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

NOW, THEREFORE, Contractor and City (each a "Party" and collectively, the "Parties"), for the consideration, terms and conditions herein described, mutually agree as follows:

Professional Services Agreement – HASA INC. dba COMMERCIAL AQUATIC SERVICES
Commercial Swimming Pool Maintenance Services
Recreation/Resolution No. 25,897

1. Services to be Performed by Contractor:

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for providing "Commercial Swimming Pool Maintenance" services as described in the "Notice Inviting Bids," "Instructions to Bidders," any "Supplementary Instructions to Bidders," and any addendum(s) and supplements thereto issued by the City, the "Proposal" and any "Bid/Unit Price Proposal" submitted by the Contractor. More specifically, Contractor shall provide and perform the following services at the City of Compton commercial swimming pools as requested by the City:

Pool Management

- Prepare for and work with local County of Los Angeles Department of Health and Environmental Services for yearly opening of pools.
- Start up and calibrate pool controller.
- Achieve water balance (alkalinity/calcium hardness/pH).
- Achieve water clarity (metal out/water clarifier).
- Brush pool surfaces.
- Assure pool reached chlorine and pH balances for opening inspection.
- Fill pools to appropriate levels.
- Vacuum pool to desired cleanliness.
- Wash, clean, and apply protectant to exterior of slides' plastic/fiberglass fixtures.
- Adjust variable drive pumps needed.

Water Management

- Maintain proper water chemistry:
 - Test pH, Chlorine, Calcium, Alkalinity and Stabilizer levels.
 - Load chemical feeders and add calcium, bi-carb, and other chemicals to pool as needed.
 - Program, calibrate, and clean chemical automation systems as needed.
- Maintain proper record keeping for each visit:
 - Record all pool water test readings.
 - Record all events such as cleaning of pump baskets, backwash of filters, etc.
 - Record other events such as: recommended repairs, repairs made, etc.
- Clean pump strainer baskets each trip or as needed.
- Backwash filter systems as needed.
- Clean pool skimmer baskets each trip or as needed.
- Consult with Parks Maintenance Supervisor or other assigned staff regarding pool operations and/ or needed repairs/ improvements. Provide yearly operation training to employees as directed.
- Maintain sufficient inventory of pool chemicals and advise Pool Manager, and/or others, of pool chemical needs.

Professional Services Agreement – HASA INC. dba COMMERCIAL AQUATIC SERVICES
Commercial Swimming Pool Maintenance Services
Recreation/Resolution No. 25,897

- Provide telephone consultation, as needed, for any water clarity, water chemistry, and/or mechanical issues that may arise.

Contractor shall not proceed with any work not specified until the City has approved an itemized cost proposal presented to the City by the Contractor for the requested services.

Contractor agrees to perform all the said work and furnish all the said materials at its own cost and expense, as are necessary to complete in a good, workman-like, and substantial manner, and to the satisfaction of the City. Contractor shall bear all costs associated with this work, including, but not limited to all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with this work.

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.

1.1 Key Personnel.

a. Contractor's Representative. Contractor hereby designates **Ann Marie Rees** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

b. City's Representative. City hereby designates the **City Manager or his/her designated representative** City's Representative for this Agreement.

2. Compensation:

The method of payment for this Contract shall be based on a maximum monthly sum amount of One Thousand, One Hundred Dollars (\$1,100.00) per month (Gonzales Park Lap Pool), Six Hundred Dollars (\$600.00) per month (Gonzales Park Kiddie Pool) and One Thousand, One Hundred Dollars (\$1,100.00) per month (Lueders Park Lap Pool), Thirty-Three Thousand Six Hundred Dollars (\$33,600.00) annually for pool maintenance.

The agreed amount charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid 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 payable for each project to be completed will not be effective until authorized by written approval by the City.

Professional Services Agreement – HASA INC. dba COMMERCIAL AQUATIC SERVICES
Commercial Swimming Pool Maintenance Services
Recreation/Resolution No. 25,897

Progress payments may be made in arrears for each project completed by the Contractor. If Contractor fails to complete the work according to schedule and as agreed, 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 invoice(s) for all services completed. Invoice(s) shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoice(s) shall be delivered or mailed to the Street Superintendent at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

For the work agreed to be performed pursuant to this Agreement, it is understood between the parties that the maximum compensation payable to the Contractor for any and all services rendered during the term of this Agreement is limited to One Hundred Six Thousand Four Hundred Dollars (\$106,400) for monthly pool maintenance plus an additional amount for "as-needed" repair services for three (3) fiscal year periods (2023-2026).

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

3. Commencement of Services:

The term of this Agreement shall be effective as of February 1st, 2024. Contractor's services shall be supplied to the City. This Agreement shall expire on June 30, 2026.

4. Safety:

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

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

- a. Employees and all other persons at the location where services are rendered ("Site"); and
- b. Materials and equipment stored on the Site or off the Site at locations for use in performance of the work; and

Professional Services Agreement – HASA INC. dba COMMERCIAL AQUATIC SERVICES
Commercial Swimming Pool Maintenance Services
Recreation/Resolution No. 25,897

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

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

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

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

4.6 Contractor shall immediately notify the City of any illegal dumping of hazardous materials, and other emergency public safety issues observed at the Sites where services are performed.

5. Indemnity:

Contractor shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereafter the "CITY") against any and all damages to property, or injuries to, or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify, and save the City from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

6. Insurance:

The Contractor shall not commence work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.

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

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

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

b. Automobile Liability. A program of insurance with a limit of liability of not less than **Five Hundred Thousand Dollars (\$500,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

c. Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than \$1,000,000 per accident for bodily injury and disease. Workers' Compensation and Employer's Liability insurance may not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

Professional Services Agreement – HASA INC. dba COMMERCIAL AQUATIC SERVICES
Commercial Swimming Pool Maintenance Services
Recreation/Resolution No. 25,897

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

a. The policy of insurance required by Section 6.1.a (Commercial General Liability) shall be endorsed to provide the following:

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

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

b. The policy of insurance required by Section 6.1.b (Automobile Liability) shall be endorsed to provide the following:

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

c. The policy or policies of insurance required by Section 6.1.c (Workers' Compensation) shall be endorsed to provide the following:

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

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

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

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

6.5 Evidence of Insurance. The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

7. Nondiscriminatory Employment Practices:

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

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

8. Successor and Assigns:

City and the Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract

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or sublet it in whole or part without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the City. Any attempted assignment of this Contract without the written consent of both parties is void.

9. Independent Contractor Status:

Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the City. 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. Contractor retains the right to provide services for other during the term of this Contract.

10. Subcontracting:

Except as may be 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.

11. Other Contractors:

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

12. Permits and Licenses:

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

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

13. CERTIFICATIONS

13.1 Certification of Contractor. I, **Ann Marie Rees**, **HEREBY CERTIFY** that I am the General Manager, and duly authorized representative of the Contractor firm of **HASA, Inc.** and that, except as hereby expressly stated, neither I nor the above firm that I represent have: (i) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor (ii) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor (iii) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Agreement.

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

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

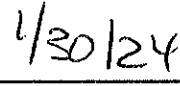
[Attach separate page]

Professional Services Agreement – HASA INC. dba COMMERCIAL AQUATIC SERVICES
Commercial Swimming Pool Maintenance Services
Recreation/Resolution No. 25,897

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



Ann Marie Rees, General Manager



(Date)

14. Termination:

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

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

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

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

14.4 Either party may terminate this Agreement for convenience upon the giving of thirty (30) days advance written notice of such termination to the other party.

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

15. Force Majeure:

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Contractor or any of Contractor's subcontractors), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or

Professional Services Agreement – HASA INC. dba COMMERCIAL AQUATIC SERVICES
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negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, City shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

16. Waivers:

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

17. Amendments:

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

18. Notice:

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

Contractor:

**HASA INC. dba COMMERCIAL AQUATIC
SERVICES
1121 N. Hawk Circle
Anaheim, California 92807
Attn: Ann Marie Rees, General Manager
(714) 258-0700
AnnMarieRees@hasapool.com**

City:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Bryan Spragg, Director of Recreation
(310) 605-3060
bspragg@comptoncity.org**

19. Contractor's Books and Records:

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

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

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

20. Examination and Audit:

This Contract shall be subject to examination and audit of the City, State Auditor of the State of California and/or any duly authorized representative of the federal government, at the request of the City, or as part of any audit of the City, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

21. Extent of Agreement:

This Agreement and any attachments hereto, constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Neither party has been induced to make or enter into this Agreement by reason of promise, agreement, representation, statement or warranty other than as herein contained. Nothing in this Agreement shall create any contractual relations between any subcontractor and the City.

22. Governing Law, Jurisdiction and Venue:

This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue shall lie exclusively 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.

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

23. Waiver of Jury Trial:

Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between City and Contractor, Contractor's performance on each project, or the enforcement of any remedy under

any law, statute or regulation now or hereafter in effect. Contractor shall include this provision for waiver of jury trial right in its contracts with its subcontractors who provide work on any assigned projects, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

24. Federal and State Withholding Taxes:

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

25. Miscellaneous:

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.

Professional Services Agreement – HASA INC. dba COMMERCIAL AQUATIC SERVICES
Commercial Swimming Pool Maintenance Services
Recreation/Resolution No. 25,897
HASA INC. dba COMMERCIAL AQUATIC SERVICES
CONTRACTOR

Dated: 1/30/24

By A Rees
Ann Marie Rees, General Manager

CITY OF COMPTON
Recommended for Approval:

By Bryan Spragg
Bryan K. Spragg, Director of Recreation

Dated: 1/30/24

Approved by:

Dated: 2-22-24

By Willie A. Hopkins Jr.
for Willie A. Hopkins Jr., City Manager

Approved as to form:

By Eric J. Perrodin
for Eric J. Perrodin, City Attorney

Dated: 2-22-24

ATTEST:

Dated: 2/22/24

By Vernell McDaniel
Vernell McDaniel, City Clerk



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:	BL23-001161	EXPIRATION DATE:	12/06/2024
BUSINESS:	Hasa, Inc	ISSUE DATE:	11/16/2023
LOCATION:	1121 Hawk Circle	OWNERSHIP TYPE:	Corporation
OWNER NAME:	Hasa, Inc	CLASSIFICATION:	3259
MAILING ADDRESS:	1121 Hawk Circle Anaheim, CA 92807	DESCRIPTION:	Provide pool cleaning & maintenance services.
RESTRICTIONS:			

Hasa, Inc
1121 Hawk Circle
Anaheim, CA 92807



CERTIFICATE OF LIABILITY INSURANCE

5/8/2024

DATE (MM/DD/YYYY)

2/22/2024

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 Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Ins Co Pitts. PA INSURER B : AIG Specialty Insurance Company INSURER C : Insurance Company of the West INSURER D : INSURER E : INSURER F :	
INSURED 1520745 HASA, INC. 23119 DAYTON ST. SAUGUS CA 91350	NAIC # 19445 26883 27847	

COVERAGES **CERTIFICATE NUMBER:** 19982349 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	EG18260038	5/8/2023	5/8/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	767-39-34	5/8/2023	5/8/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	EGU18260039	5/8/2023	5/8/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WIL 5033670 07	5/8/2023	5/8/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

City of Compton is included as additional insured if required by written contract with respect to General Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of City of Compton if required by written contract with respect to General Liability per the terms and conditions of the policy where permitted by state law.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**19982349**City of Compton
301 North Tamarind Avenue
Compton CA 90220

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT NO. 30

This endorsement, effective 12:01 AM, January 30, 2024

Forms a part of Policy No: EG 18260038

Issued to: HASA, INC.

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - COVERAGES A, B AND E - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT**

SCHEDULE

Name of Person(s) or Organization(s):

City of Compton and its respective elected and appointed officers, officials,
employees, agents and volunteers.

301 North Tamarind Avenue
Compton, CA 90220

It is hereby agreed that:

- I. Solely as respects Coverages A, B and E, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of your ongoing operations for that insured.
- II. Solely with respect to the insurance afforded to these additional insured(s), the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury or property damage** occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO. 31

This endorsement, effective 12:01 AM, January 30, 2024

Forms a part of Policy No: EG 18260038

Issued to: HASA, INC.

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS ENDORSEMENT

Solely as respects **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE E - ADDITIONAL POLLUTION LEGAL LIABILITY**, it is hereby agreed that **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured(s) the person(s) or organization(s) shown in the Schedule below, but only with respect to liability arising out of **your work** at the location designated and described in the Schedule below performed for that additional insured(s) and included in the **products-completed operations hazard**.

SCHEDULE

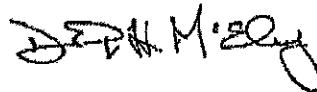
Name of Additional Insured person(s) or Organization(s):

City of Compton and its respective elected and appointed officers, officials,
employees, agents and volunteers.
301 North Tamarind Avenue
Compton, CA 90220

Location and Description of Completed Operations:

All operations conducted by the named insured on behalf of the additional insured and all locations where such operations are conducted.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO. 32

This endorsement, effective 12:01 AM, January 30, 2024

Forms a part of Policy No: EG 18260038

Issued to: HASA, INC.

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US ENDORSEMENT

It is hereby agreed as follows:

SECTION IV - CONDITIONS, Paragraph 7. Transfer of Rights of Recovery Against Others to Us - Applicable to Coverages A, B, C and E is amended by the addition of the following at the end of such subparagraph:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make under Coverage A, B, C and E for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:

City of Compton and its respective elected and appointed officers, officials,
employees, agents and volunteers.
301 North Tamarind Avenue
Compton, CA 90220

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

October 22, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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

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 THE CALRECYCLE BEVERAGE CONTAINER RECYCLING PAYMENT PROGRAM GRANT IN THE AMOUNT OF TWENTY-THREE THOUSAND SEVEN HUNDRED AND SIXTY-FOUR DOLLARS (\$23,764) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BIGBELLY CONNECT SERVICES (BIGBELLY SOLAR, LLC.) AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF TWENTY-THREE THOUSAND NINETY-SEVEN DOLLARS AND FORTY-EIGHT CENTS (\$23,097.48) TO BUYOUT SIX (6) DOUBLE KIOSK RECYCLING STATIONS IN THE CITY OF COMPTON.

SUMMARY

This Resolution will amend the Water Department's 2024-25 Fiscal Year annual budget, accept grant funds from CalRecycle's Beverage Container Payment Program in the amount of Twenty-three thousand seven hundred and sixty-four dollars (\$23,764.00), allocate funds, including authorize an agreement between the City of Compton and Bigbelly Connect Services (Bigbelly Solar, LLC.) to buyout six (6) double kiosk recycling stations in the City of Compton in an amount not to exceed twenty-three thousand ninety-seven dollars and forty-eight cents (\$23,097.48).

BACKGROUND

On October 19, 2023, the Water Department ('Department') applied for and was awarded grant funding in the amount of Twenty-three thousand seven hundred and sixty-four dollars (\$23,764) from the CalRecycle Beverage Container Payment Program. The grant funding will buyout six (6) double kiosk recycling stations from Bigbelly Connect Services that are placed throughout the City of Compton.

In 2016 the City of Compton entered into an agreement with Bigbelly Connect Services to place various double kiosk stations at South Park, Sibrie Park, Tucker Park, Wilson Park, Kelly Park, and Dollarhide Community Center. The Department provided these stations with the help of cutting down on litter in the parks. The Bigbelly system is designed to be used in public spaces and help manage litter reduction and achieve beverage recycling in one place.

The City is a recipient of the CalRecycle Beverage Container Recycling Payment Program and the Bigbelly system is an approved option that can be funded.

The City renewed its agreement with Bigbelly Connect Services in the amount of twenty-four thousand three-hundred dollars (\$24,300) from January 30, 2022, through January 29, 2024. Effective January 30, 2024, the Water Department believed it would be more cost-effective to buyout the recycling kiosks in the amount of twenty-three thousand ninety-seven dollars and forty-eight cents (\$23,097.48) as opposed to renewing the contract with Bigbelly Connect Services.

STATEMENT OF ISSUE

The Water Department is recommending that the City Council accept and appropriate grant funds from the CalRecycle Beverage Container Payment Program Grant.

In accordance with the Grant requirements, the City will recycle materials collected from the various parks through the Big Belly containers. The Parks Maintenance Division of Public Works will collect the recyclables from each location, empty the recyclables into a recycling bin (white) located at the Dollarhide Community Center, Republic Services (waste company) will collect the recyclables and send them to their recycling center, and after which will send the CMWD a report of the collected recycled materials.

The Water Department is also requesting that the Council authorize City Management to enter into an agreement with Bigbelly Connect Services to buyout the six (6) recycling kiosks placed throughout the City in an amount not to exceed twenty-three thousand ninety-seven dollars and forty-eight cents (\$23,097.48).

FISCAL IMPACT

The adoption of this Resolution will amend the Water Department's Fiscal Year 2024-2025 annual budget to increase revenue and expenditure appropriations as follows:

Increase Revenue appropriations

Account Number	Description	Amount
2655-850-000-3569	CAL Recycle Other State Grants	\$23,764

Increase Expenditures appropriations

Account Number	Description	Amount
2655-850-000-4249	CAL Recycle Special Department Expense	\$23,764

That the City Manager is authorized to enter into an agreement and issue a Purchase Order to Bigbelly Connect Services in an amount not to exceed twenty-three thousand ninety-seven dollars and forty-eight cents (\$23,097.48) from account number 2655-850-000-4249.

RECOMMENDATION

It is Staff's recommendation that the City Council adopt the attached Resolution.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE WATER DEPARTMENT'S 2024-2025 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE THE CALRECYCLE BEVERAGE CONTAINER RECYCLING PAYMENT PROGRAM GRANT IN THE AMOUNT OF TWENTY-THREE THOUSAND SEVEN HUNDRED AND SIXTY-FOUR DOLLARS (\$23,764) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BIGBELLY CONNECT SERVICES (BIGBELLY SOLAR, LLC.) AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF TWENTY-THREE THOUSAND NINETY-SEVEN DOLLARS AND FORTY-EIGHT CENTS (\$23,097.48) TO BUYOUT SIX (6) DOUBLE KIOSK RECYCLING STATIONS IN THE CITY OF COMPTON

WHEREAS, on October 19, 2023, the City applied for and was awarded grant funding in the amount of Twenty-three thousand seven hundred and sixty-four thousand dollars (\$27,764) for the CalRecycle Beverage Container Recycling Payment Program Grant; and

WHEREAS, in 2016 Bigbelly Connect Services placed six (6) double-kiosk recycling stations throughout the City of Compton; and

WHEREAS, the agreement between the City of Compton and Bigbelly Connect Services (Bigbelly Solar, LLC.) ended on January 30, 2024; and

WHEREAS, the City of Compton had the option to renew the agreement for twenty-four (24) months in the amount of twenty-four thousand three-hundred dollars (\$24,300) or buyout the six (6) double kiosk recycling stations in the amount of twenty-three thousand ninety-seven dollars and forty-eight cents (\$23,097.48); and

WHEREAS, the City of Compton is the recipient of the CalRecycle Beverage Container Recycling Payment Program and Bigbelly Connect Services is an approved option that can be fully funded by the grant; and

WHEREAS, in accordance with the Grant requirements, the City will recycle materials collected from various parks through the Big Belly containers. The Parks Maintenance Division of Public Works will collect the recyclables from each location, empty the recyclables into a recycling bin (white) located at the Dollarhide Community Center, Republic Services (waste company) will collect the recyclables and send them to their recycling center, and after which will send the CMWD a report of the collected recycled materials.

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

Section 1. That the Water Department's Fiscal Year 2024-25 Budget is amended to hereby accept the CalRecycle Beverage Container Recycling Payment Program Grant in the amount of Twenty-three thousand seven hundred and sixty-four thousand dollars (\$23,764).

Section 2. That the Water Department's 2024-2025 Fiscal Year annual budget is amended to increase revenue and expenditure appropriations as follows:

Increase Revenue appropriations

Account Number	Description	Amount
2655-850-000-3569	CAL Recycle Other State Grants	\$23,764

Increase Expenditure appropriations

Account Number	Description	Amount
2655-850-000-4249	CAL Recycle Special Department Expense	\$23,764

Section 3. That the City Manager is authorized to enter into an agreement and issue a purchase order to Bigbelly Connect Services in an amount not to exceed twenty-three thousand ninety-seven dollars and forty-eight cents (\$23,097.48) to buyout six (6) double kiosk recycling stations from account number 2655-850-000-4249.

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 Department of Recreation.

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

CITY CLERK OF THE CITY OF COMPTON



Beverage Container Recycling City/County Payment Program
City/County Annual Payment and Reporting System
Funding Request Certification

Compton

Funding Request Cycle: FY 2023-24

Type: Individual

Eligible Funds (\$): 23,764

Program Requirements

1) PRC 14581 (a)(3)(B)

Project Description:

The city will commence with improving trash and litter reduction in our city parks.

The city will commence with supporting AB 341 MCR requirements such as infrastructure for businesses to recycle beverage containers.

2) PRC 14581 (a)(3)(F) (Supermarket sites refer to certified recycling centers at supermarkets (PRC 14526.6))

Have you prohibited the siting of a supermarket site?

No

Have you caused a supermarket to close its business?

No

Have you adopted a land use policy that restricts or prohibits the siting of a supermarket site within your jurisdiction?

No

3) Are you currently participating in mediation mandated by AB 506 ? Have you attempted to initiate such mediation or have you declared a fiscal emergency within the last 12 months? Note: The answer is for informational purposes and will not be used to determine eligibility for payment funding.

No

4) California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this Funding Request. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this project, the agreement will be terminated and any disbursed program funds shall be returned to CalRecycle. If any applicant or participating jurisdiction is a charter city, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this Funding Request? Check the following, as applicable.

No, Applicant certifies that no charter cities included in this application are prohibited from receiving state funding for the project described in this Funding Request.

5) These funds shall not be used for activities unrelated to beverage container recycling or litter reduction, Public Resources Code 14581 (a)(3)(C). Applicant acknowledges that submittal of this Funding Request constitutes acceptance of all provisions contained in the [City/County Payment Program Guidelines](#).

Yes, I Accept

Contacts

Name	Contact Type	Title	Phone	Email
Mr. Victor Meza	Secondary, Primary (Funding Request)	General Manager	(310) 605-5555	vmeza@comptoncity.org
Mr. Jerry Groomes	Signature Authority	City Manager	(310) 605-5585	jgroomes@comptoncity.org

Addresses

Address	Address Type	County
205 S. Willowbrook Ave Compton, 90220	Physical, Mailing, Payment	Los Angeles

Documents

Document Type	Date	Title
Resolution	05/24/2016	Beverage Recycling Resolution



Beverage Container Recycling City/County Payment Program
City/County Annual Payment and Reporting System
Funding Request Certification

Activity Expenditures

Current Activity Group	Current Activity Item	Budgeted Funds (\$)
Litter Clean-up	Public Parks / Recreational Areas	23,000
Recycling Education	General Public	764
Total:		23,764

Penalty of Perjury Statement:

"I certify under penalty of perjury, under the laws of the State of California that I am authorized to sign this Funding Request on behalf of Recipient, that I have read the City/County Payment Program Guidelines and that to the best of my knowledge and belief that information provided in this Funding Request is true and correct."

X

Signature of Signature Authority (as authorized in Resolution) or
Authorized Designee (as authorized in Letter of Designation)

Date

Print Name

Print Title

IMPORTANT! Recipient must print out this page, obtain signature of Signature Authority, upload signed document to the City/County Annual Payment and Reporting System, and retain the original document in the Recipient's cycle file.

Prices valid for 60 days from the above date.

BIGBELLY SYSTEM PRO-FORMA INVOICE

Prepared By:	Bill To:	Ship To:
Rafael Garcia BigBelly Solar 150 A Street, Suite 103 Needham, MA 02494 (661) 600-5587 rgarcia@bigbelly.com	City of Compton 205 South Willowbrook Avenue Compton, CA 90220	City of Compton Water Department 205 South Willowbrook Ave Compton, CA 90220

This order includes the following items:

QTY	ITEM	EXTENDED PRICE
1	Sale of Connect Assets from CSA 10044-1 – (6) Smart Max/Smart Double Station with Custom Wrap and Message Panels 1509970, 1509971, 1509973, 1509974, 1509975, 1517802, 5503574, 5503575, 5503576, 5503577, 5503578, 5503579 Sale of Connect Assets from CSA 10139 – (3) Smart Max/Smart Double Station with Custom Wrap and Message Panels and (2) Smart Double Stations with Wrap and Message Panels 1519088, 1519089, 1519090, 8501102, 8501103, 9501781, 9501782, 9501783, 9501784, & 9501785 Twenty Five Month Software for Stations from CSA 10044-1 (6) Smart Max/Smart Double Station Start Date of Software: 1/30/2024 End Date of Software: 2/14/2026 Twenty Four Month Software for Stations from CSA 10139 (3) Smart Max/Smart Double Station & (2) Smart Double Stations Start Date of Software: 2/15/2024 End Date of Software: 2/14/2026	\$23,097.48

Purchase Option

Total System Cost*:	\$23,097.48 USD
Estimated (10.25%) Tax:	<u>\$2,367.49 USD</u>
Total System Cost w/ Estimated Tax:	\$25,464.97 USD

* Total does not include applicable sales or use taxes.

Sincerely, Rafael Garcia
Bigbelly Solar, LLC

ACH Transfer Info: Cambridge Savings Bank ▪ Acct Name: Big Belly Solar, LLC ▪ Account # 11728865 ▪ Routing # 211371120

Wire Transfer Info: Citibank ▪ Acct Name: Cambridge Savings Bank ▪ Account # 71160000000000093 ▪ Routing # 031100209 ▪ Int'l Swift # CITIUS33

Please include in wire payment notes: For Further Credit to 11728865, Big Belly Solar, LLC

All Purchase Orders must reference the above Pro-forma Invoice Number (upper right).

This Pro-forma Invoice is subject to the attached Terms and Conditions of Sale, which are attached hereto and incorporated herein, and expressly acknowledged and accepted by Customer as signified by the duly authorized signature below.



All Together Better

October 3, 2024
Pro-forma Invoice Number: Q44418-5
RG / RG

ACCEPTED AND AGREED BY:

CUSTOMER

By: _____

Title: _____

Print Name: _____

Date: _____

October 22, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBER

FROM: CITY MANAGER

SUBJECT: REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS

Recommendation: Authorize travel to attend the 2025 Sacramento Legislative Tour

Location: Sacramento, CA

Meeting Date: January 6, 2025 thru January 8, 2025

Approximate Cost: Registration: **\$725** (Per attendee)
 Hotel: **\$292.00** per night (plus taxes and fees)
 Transportation: **\$315.96** (Flight)
 Per Diem: Receipts required (Not to exceed \$75 per day)

Source of Funds: General Fund

Purpose: The purpose of attending the 2025 Sacramento Legislative Tour is to learn and discuss issues that are impacting our city.

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

October 22, 2024

TO: MAYOR AND COUNCIL MEMBERS

FROM: BRANDON MIMS, CITY TREASURER

SUBJECT: FIRST QUARTER INVESTMENT REPORT

SUMMARY

The First Quarter Investment Report details the City’s receipts (revenue) and disbursements (expenditures) from July 1, 2024 through September 30, 2024. During the quarter the City collected \$35,003,561.53 and spent \$44,984,391.69.

REVENUE

All Funds

Revenue collection for All Funds is \$35,003,561.53, approximately 17% of anticipated revenue for the fiscal year, \$235,510,037. The table below shows revenue collection by month for All Funds.

Revenue Collection by Month – All Funds		
July - \$12,961,299.55	August - \$11,647,748.07	September - \$10,394,513.91

Measure P

Revenue collection for Measure P is \$4,259,143.67, approximately 28% of anticipated revenue for the fiscal year, \$15,004,100. The table below shows revenue collection by month for Measure P.

Revenue Collection by Month – Measure P		
July - \$1,354,743.45	August - \$1,591,952.76	September - \$1,312,447.46

Pension Tax

Revenue collection for Pension Tax is \$978,297.87, approximately 2% of anticipated revenue for the fiscal year, \$40,175,600. The table below shows revenue collection by month for Pension Tax.

Revenue Collection by Month – Pension Tax		
July - \$0	August - \$978,297.87	September - \$0

Significant Receipts

In addition to Measure P and the Pension Tax highlighted above, the City received other significant receipts during the quarter. The table below lists the source, account number, and payment amount received for revenue types exceeding five hundred thousand dollars (\$500,000).

Receipts over \$500,000		
<i>Source</i>	<i>Account Number</i>	<i>Payment Amount</i>
Measure P - Revenue	1004-00-0000-3109	\$ 4,259,143.67
Utility Customer Accounts	5000-00-0000-1150	\$ 4,244,902.75
Sales and Use Tax	1001-00-0000-3110	\$ 2,824,715.31
Electricity Users Tax	1001-00-0000-3162	\$ 2,420,758.91
HUD Revenue	2820-00-0000-3583	\$ 2,043,256.00
Interest Income – General Fund	1001-00-0000-3410	\$ 1,113,301.60
Interest Income – Pension Tax	2100-00-0000-3410	\$ 1,108,699.68
Property Tax - CY Sec	2100-00-0000-3010	\$ 978,297.87
Water Dept Cap Improvement A/R	5003-00-0000-1170	\$ 879,968.05
1/2 Cent Sales Tax - Prop A	2000-00-0000-3578	\$ 823,951.40
Hud Revenue	2800-00-0000-3583	\$ 748,556.78
Interest Income – Measure P	1004-00-0000-3410	\$ 690,931.44
1/2 Cent Sales Tax – Prop C	1900-71-0010-3578	\$ 682,957.60
Building Permits	1001-00-0000-3210	\$ 657,114.49
State Gas Tax 2016	2200-00-0000-3512	\$ 649,306.58
Parking Citations	1001-00-0000-3315	\$ 629,709.89
Gas Users Tax	1001-00-0000-3161	\$ 593,347.44
Rev License Fee-Casino	1001-00-0000-3248	\$ 581,090.20

Total receipts for the period are attached as Exhibit A.

Interest as Significant Revenue

General Fund, Pension Tax, and Measure P interest earnings ranked among the highest receipts this quarter, \$1,113,301.60, \$1,108,699.68, and \$690,931.44, respectively. In addition, first quarter interest earnings for all three funds already exceed revenue projections for the fiscal year. The table below shows interest earnings as compared to budget projection.

Fund	Budget Estimate (12-month estimate)	First Quarter Earnings (3-month)	% of Budget
General Fund	\$491,000	\$1,113,301.60	+126%
Pension Tax	\$542,200	\$1,108,699.68	+104%
Measure P	\$0	\$690,931.44	+∞

Interest earnings are generated by investment decisions made by the City Treasurer.

EXPENDITURES

The City of Compton has a variety of expenses related to its municipal operations. The City Treasurer is responsible for ensuring sufficient cash flow to fund the City's operations (expenses). The table below shows the expenditure amount by month.

Expenditures by Month		
July - \$32,706,567.39	August - \$6,022,003.97	September - \$6,255,820.33

Quarter Large Expenditures

The table below lists large expenditures by month. In addition to the three tables below, the full check registers ¹for July, August, and September are included as Exhibits, B, C and D.

Month	Vendor Name	Amount
July 2024	PERS	\$16,567,909.05
	LA County Sheriff	\$4,428,213.50
	Beador Construction Company Inc.	\$1,490,890.50
	Consolidated Disposal Services LLC	\$1,276,003.11
	SCA of CA LLC	\$522,863.90
	SO CA Edison	\$470,243.02
	United Pacific Services Inc.	\$418,543.00
	Public Risk Innovation Solutions	\$395,968.00
August 2024	PERS	\$1,886,944.80
	Beador Construction Company Inc.	\$698,033.27
	Water Replenishment District	\$247,861.08
	City of Downey	\$184,716.00
	Horizons Construction Company	\$132,359.94
	M V Transportation	\$126,322.25
	Mark Thomas & Company Inc.	\$119,526.16
	MDJ Management LLC	\$119,475.28
September 2024	PERS	\$1,682,958.44
	Consolidated Disposal Services LLC	\$869,503.51
	First Insurance Funding	\$400,553.78
	Water Replenishment District	\$298,767.57
	Vincor Construction Inc.	\$273,204.89
	Eadie and Payne LLP	\$174,072.00
	Mark Thomas & Company	\$154,842.15
	American Reclamation	\$131,299.19

¹ Detailed information about the City's payments can be obtained by submitting a public records request in the City Clerk's Office. The California Public Records Act (PRA) gives every person the right to access public records in the physical custody of the City unless the records are exempt from disclosure by law. (Government Code section 7920.000 et seq.). Public records are any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by the City regardless of physical form or characteristics. (Government Code section 7920.530(a)).

CASH BALANCE (Cash In Bank)

Cash balance refers to the amount of cash the City has in its bank account or on hand at a specific time. It is the total amount of cash available to a business for its daily operations, investments, and other financial activities.

Cash in Bank	1 st Quarter Balance
Bank Account Balances	
Bank of Montreal (BMO) - Combined Checking	\$58,066,828
Bank of Montreal (BMO) - Pension Tax	\$2,329,708
Bank of Montreal (BMO) - Measure P	\$16,327,162
Wells Fargo Checking	\$5,032,257
Wells Fargo Payroll	\$2,492,300
Petty Cash	
City General Petty Cash	\$2,500
City Attorney Petty Cash	\$500
Total	\$84,251,255

INVESTMENT ACCOUNTS

Idle cash (cash not needed immediately for City operations) is invested by the City Treasurer in accordance with the City's investment policy. The table below summarizes the City's current investment portfolio.

Investment Account	Current Value
<u>Local Agency Investment Fund (LAIF)</u>	
General Fund at 4.00%	\$65,432,743
Successor Agency at 4.00%	\$34,534,073
<u>Securities</u>	
US Treasury NTS at 4.59%	\$10,025,837
US Treasury NTS at 4.78%	\$10,000,000
Fed. Farm NTS at 4.740%	\$10,000,000
<u>Certificate of Deposits</u>	
PERS (BMO) at 4.60%	\$20,205,197
Successor Agency (BMO) at 4.25%	\$10,332,136
General Fund (BMO) at 4.25%	\$10,332,136
<u>Money Market Account</u>	
General Fund (BMO) at 3.20%	\$75,965,307
Total	\$246,827,429

First Quarter Investment Earnings

As a result of the City's investments, First Quarter interest earnings were \$3,405,738.08. The table below details those earnings as compared to FY 2025 Budget revenue projections.

	Budget Projection	First Quarter Posting	%
General Fund	\$491,000	\$1,113,301.60	227*
Pension Tax	\$542,400	\$1,108,699.68	204*
Measure P	\$0	\$690,931.44	∞*
SARAFF	\$270,900	\$462,438.07	170*
LCH	\$502,664	\$30,367.29	6
Total	\$1,806,964	\$3,405,738	188

*The First Quarter General Fund, Pension Tax, Measure P, and Successor Agency interest earnings exceeds the amounts projected for the entire fiscal year. In other words, the City Treasurer's Office met and exceeded the twelve (12) month goal in three (3) months.

Fiscal Impact

None; the Treasurer's Report is transmitted to the Mayor and City Council pursuant to the Government Code and the City Charter.

Recommendation

The City Treasurer recommends the City Council receive and file the FY 2025 First Quarter Investment Report.

BRANDON MIMS
CITY TREASURER

Cash Receipts

Receipt Listing by GL

Mode: Summary
User: ceulloqui
Printed: 10/08/2024 - 8:08 AM



City of Compton
Municipal Utilities Billing
205 South Willowbrook Avenue
Compton, CA 90220

Phone: (310) 605-5524 | Fax: (310) 763-4567 | www.comptoncity.org

07/01/2024 - 09/30/2024

Account Number	Account Description	Amount
1001-00-0000-1010	Claim on Cash-DEBIT ACCT ONLY	248,649.24
1001-00-0000-1060	AR Taxes Receivable Unsecured	358,838.03
1001-00-0000-2175	Accrued Vision Insurance	282.35
1001-00-0000-2176	Accrued Dental Insurance	1,343.66
1001-00-0000-2193	Accrued Wage Attachment	5,887.20
1001-00-0000-3010	Property Tax - Current Secur	124,777.63
1001-00-0000-3060	Property Tax - Aircraft	23,237.76
1001-00-0000-3110	Sales and Use Tax	2,824,715.31
1001-00-0000-3111	Sales and Use Tax	104,789.61
1001-00-0000-3126	Other Franchise Tax	195,678.49
1001-00-0000-3127	Towing Franchise Tax	6,188.00
1001-00-0000-3140	Transient Occupancy Tax	18,006.45
1001-00-0000-3150	Property Transfer	51,801.79
1001-00-0000-3160	Telephone Users Tax	252,210.49
1001-00-0000-3161	Gas Users Tax	593,347.44
1001-00-0000-3162	Electricity Users Tax	2,420,758.91
1001-00-0000-3164	Other Water Users Tax	269,137.33
1001-00-0000-3165	Cellular Users Tax	58,907.33

Account Number	Account Description	Amount
1001-00-0000-3167	PrePay Telecom User's Tax	28,275.38
1001-00-0000-3201	Film Permits	300.00
1001-00-0000-3210	Building Permits	657,114.49
1001-00-0000-3220	Plumbing Permits	106,877.00
1001-00-0000-3230	Electrical Permits	83,682.50
1001-00-0000-3235	Mechanical Permit	52,993.00
1001-00-0000-3240	Other Construction Permits	97,969.50
1001-00-0000-3243	Tobacco Permit	7,500.00
1001-00-0000-3245	Business Licenses	391,222.05
1001-00-0000-3246	Business Licenses - Rental	20,555.00
1001-00-0000-3248	Rev License Fee-Casino	581,090.20
1001-00-0000-3250	Certificate of Occupancy	22,785.00
1001-00-0000-3251	Law Enforcement Impact Fee	4,632.00
1001-00-0000-3252	Park Impact Fee	26,190.00
1001-00-0000-3253	Fire Protection Impact Fee	13,040.00
1001-00-0000-3254	Transportation Impact Fee	34,985.00
1001-00-0000-3255	PublicWorks/Transit Impact Fee	23,990.00
1001-00-0000-3256	General Govt Impact Fee	46,018.00
1001-00-0000-3264	Burglar Alarm Permits	4,100.00
1001-00-0000-3265	Fire Permit Fees	92,717.00
1001-00-0000-3266	Permit - Tank Remy / Over Haul	54,449.00
1001-00-0000-3275	Conditional Use Variance	65,318.00
1001-00-0000-3277	Presale/Sub-Stand/Vac/As-is	19,537.00
1001-00-0000-3280	Miscellaneous Permits	109,205.60
1001-00-0000-3315	Parking Citations	629,709.89

Account Number	Account Description	Amount
1001-00-0000-3320	Other Court Fees	17,292.09
1001-00-0000-3321	Vehicle Impound	16,240.00
1001-00-0000-3410	Interest Income	1,113,301.60
1001-00-0000-3420	Rents & Concessions	116,296.56
1001-00-0000-3570	Court Subpoena Reimbursements	350.00
1001-00-0000-3610	Environmental Review	192,966.08
1001-00-0000-3612	Subdivision Fees	23,647.00
1001-00-0000-3615	Sale of Maps & Publications	3,759.00
1001-00-0000-3616	Banner Processing	1,650.00
1001-00-0000-3618	City Provided Medical Service	85,713.50
1001-00-0000-3623	Special Fire Dept Services	2,151.00
1001-00-0000-3640	Plan Checking Fees	144,523.00
1001-00-0000-3641	Administration Fee - Payroll	70.52
1001-00-0000-3643	Admin Fees - Code Enfr Citati	102,617.30
1001-00-0000-3666	Substandard Abatement	37,641.69
1001-00-0000-3684	Advertisement	40,000.00
1001-00-0000-3700	Recreation Swim & Slide	1,548.00
1001-00-0000-3721	Parks & Rec Room Rentals	13,259.24
1001-00-0000-3750	Ins Charges/Other Reimbrsmnts	416.90
1001-00-0000-3842	Penalties - Returned Checks	168.00
1001-00-0000-3881	Reproduction Charges	540.60
1001-00-0000-3887	Procurement Conference	2,450.00
1001-00-0000-3890	Misc Charges for Current Svcs	16,689.42
1001-00-0000-3958	Restitution Recovery	25.50
1001-00-0000-3959	Overage/Shortage	10.00

Account Number	Account Description	Amount
1001-00-0000-3969	Sales Proceeds	25,095.00
1001-00-0000-3980	Miscellaneous Revenue	539.89
1001-61-0000-4250	Communication	563.08
1001-65-0000-4215	Postage	116.84
1001-67-0000-4171	Overtime - Officers	6,599.86
1001-72-0000-4234	Disposal Fees and Trash Collec	1,510.03
1001-84-0000-3740	Recreation Program Charges	96.00
1001-84-0000-3983	Xmas Parade Entry Fee	200.00
1001-84-0000-4171	Overtime - Recreation Dept	2,193.74
1001-84-0000-4238	Recreation: Special Projects	303.17
1004-00-0000-3109	Measure P - Revenue	4,259,143.67
1004-00-0000-3410	Interest	690,931.44
1004-60-0000-4171	Overtime	8,899.67
1017-00-0000-3257	Street Repair & Maintenance	15,016.89
1048-00-0000-3569	FTA - Data Grant	2,675.00
1080-00-0000-3565	Other Federal Grants	93,688.00
1083-00-0000-3565	Other Federal Grants	72,175.76
1201-00-0000-3410	Interest Income - SARAFF	462,438.07
1201-00-0000-3900	SARAFF/ADMIN LAND SALE PROC	400,000.00
1201-91-0000-4249	Special Dept Exp	567.20
1205-00-0000-3410	Interest Income - LCH S/A	30,367.29
1205-00-0000-3965	SuccAgency-Repay of Defer'd Ln	5,042.72
1518-00-0000-3569	DOT Com Improv Proj Grant	20,000.00
1520-00-0010-1009	Claim on Cash	109,013.31
1520-71-0010-3578	1/2 Cent Sales Tax	403,521.33

Account Number	Account Description	Amount
1528-00-0010-1009	Clain on Cash	123,095.52
1528-71-0010-3578	1/2 Cent Sales Tax	457,051.73
1674-00-0000-3965	NSP - Repay Deferred Loan	9,900.00
1900-71-0010-3578	1/2 Cent Sales Tax	682,957.60
2000-00-0000-3422	Transit Bus Passenger Fare	7,368.53
2000-00-0000-3578	1/2 Cent Sales Tax - Prop A	823,951.40
2100-00-0000-1327	Prepaid PERS	2,861.48
2100-00-0000-2162	PERS PEPRA	178,915.98
2100-00-0000-3010	Property Tax - CY Sec	978,297.87
2100-00-0000-3410	Interest Income - PERS	1,108,699.68
2100-61-0000-4191	Health Insurance	5,919.76
2200-00-0000-3512	State Gas Tax 2016	649,306.58
2300-00-0000-3512	Gas Tax 2106	59,232.16
2300-00-0000-3513	Gas Tax 2107	138,721.04
2300-00-0000-3514	Gas Tax 2107	7,500.00
2300-00-0000-3515	Gas Tax 2105	101,620.27
2300-00-0000-3516	Gas Tax 2103	164,271.38
2300-72-0000-4236	Maintenance and Repair	4,129.43
2502-00-0000-3761	Assessments	78,363.79
2604-00-0000-3579	TDA Bikeway Program	96,240.00
2625-00-0000-3569	Other State Grant - AB 2766	64,080.00
2685-00-0000-2093	Unearned Grant Revenues	175,751.16
2685-84-0002-3581	Private Agency Grants	33,480.00
2781-00-0000-3565	Vehicle Grant	2,525.00
2800-00-0000-3583	Hud Revenue	748,556.78

Account Number	Account Description	Amount
2820-00-0000-3410	Interest Income - LHA	385.70
2820-00-0000-3420	Rents & Concessions	306,997.13
2820-00-0000-3583	HUD Revenue	2,043,256.00
2820-00-0000-3884	Administration Fees	15,041.33
2820-00-0000-3886	Housing Administrative Fee	222,228.00
2820-00-0000-3980	Miscellaneous Revenue	78,037.00
2820-00-0000-4285	LHA/HSG ASSIS.PAYMENT	1,238.00
2820-78-0000-4285	Housing Assistace Payments	1,609.00
2820-79-0000-4285	Housing Assistance Payments	3,684.00
3031-00-0000-1004	ICFA STR BOND SERIES 2021	318,526.68
5000-00-0000-1150	Utility Customer Accounts	4,244,902.75
5000-00-0000-2200	Prepayment	29,700.00
5000-00-0000-3640	Plan Check	7,875.00
5000-00-0000-3833	Contirb for Install of Svc	62,913.00
5000-00-0000-3841	Turn On Charges	690.00
5000-00-0000-3843	Resetting Meters	823.00
5000-00-0000-3848	Water Fund Miscellaneous	6,502.00
5000-00-0000-3890	Misc Charges Convenience Fee	35,059.04
5000-90-0000-4249	Water Spl Dept Expense	1,377.00
5003-00-0000-1170	Water Dept Cap Imprvmnt A/R	879,968.05
5100-00-0000-1160	Refuse Accounts Receivable	40,128.89
5100-00-0000-3761	Assessments	50,128.95
5100-00-0000-3980	Miscellaneous Solid Waste Rev	92,000.00
5116-00-0000-3761	Assessments	62,440.52
5117-00-0000-1170	Sewer Capital Improvement A/R	464,144.88

Account Number	Account Description	Amount
5300-00-0000-2202	35 & Up Baseball League	5,500.00
7002-00-0000-3126	Other Franchise Tax - Gov't Ac	17,531.18
7200-00-0000-2219	Strong Motion Impl	6,108.73
7200-00-0000-2224	Christmas Basket	77.50
7200-00-0000-2240	SB1186	5,560.00
7200-00-0000-2260	Temp Street Closure Deposit	600.00
7200-00-0000-2275	Refundable Deposit	2.00
7200-00-0000-2287	SB 1473 Calderon	7,612.49
7200-00-0000-2307	Campaign Sign Deposit	11,145.98
7200-00-0000-2467	Deposit: Overtime Payment	133.00

Report Totals: 35,003,561.53

City of Compton
Simplified Consolidated Checks Register

07/01/2024 to 07/31/2024

Job Number: 1852824

Check	Payee Name	Check Date	Cancel Date	Check Amount
00045796	MONA JONES	07/16/2024		\$150.00
00268985	ALANS LAWN AND GARDEN CENTER INC	07/02/2024		\$180.85
00268986	ALANS LAWN AND GARDEN CENTER INC	07/02/2024		\$1,000.64
00268987	AT & T	07/02/2024		\$3,358.07
00268988	AT&T	07/02/2024		\$17,458.70
00268989	AT&T	07/02/2024		\$1,697.47
00268990	AT&T CORP	07/02/2024		\$15,829.67
00268991	BANK OF THE WEST	07/02/2024		\$316.97
00268992	BANK OF THE WEST	07/02/2024		\$397.87
00268993	BLUETRITON BRANDS INC	07/02/2024		\$191.67
00268994	LYNN BOONE	07/02/2024		\$497.00
00268995	BSN SPORTS	07/02/2024		\$982.23
00268996	CA DEBT AND INVESTMENT	07/02/2024		\$5,000.00
00268997	GABRIELA CALDERON	07/02/2024		\$440.00
00268998	CEVAC FACILITIES SERVICES	07/02/2024		\$17,370.00
00268999	CHARTER COMMUNICATIONS HOLDINGS LLC	07/02/2024		\$2,789.73
00269000	THE CHILDREN'S CLINIC	07/02/2024		\$22,500.00
00269001	Void - Continued Stub	07/02/2024		\$0.00
00269002	Void - Continued Stub	07/02/2024		\$0.00
00269003	Void - Continued Stub	07/02/2024		\$0.00
00269004	Void - Continued Stub	07/02/2024		\$0.00
00269005	COMPTON MUNICIPAL WATER CO	07/02/2024		\$22,224.80
00269006	ELEVATE PUBLIC AFFAIRS LLC	07/02/2024		\$17,300.00
00269007	HARRY RICHARD FOSS	07/02/2024		\$100.00
00269008	FRONTIER CALIFORNIA INC	07/02/2024		\$552.06
00269009	GALLS	07/02/2024		\$2,160.83
00269010	GOLDEN STATE WATER CO	07/02/2024		\$675.74
00269011	SYLVIA HALL-DAVIS	07/02/2024		\$250.00
00269012	HARRINGTON INDUSTRIAL PLASTICS LLC	07/02/2024		\$3,050.41
00269013	HD SUPPLY FACILITIES MAINTENANCE	07/02/2024		\$3,570.59
00269014	J.D. GLASS INC	07/02/2024		\$2,400.00
00269015	JOHN L HUNTER & ASSOCIATES INC	07/02/2024		\$71,704.33
00269016	GLORIA KELLEY	07/02/2024		\$39.81
00269017	LA TRUCK & AUTO INC	07/02/2024		\$184.06

City of Compton
Simplified Consolidated Checks Register

07/01/2024 to 07/31/2024

Job Number: 1849448

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269018	LEADER AGGREGATES	07/02/2024		\$2,500.00
00269019	LIBERTY UTILITIES (PARK WATER) CORP	07/02/2024		\$1,338.29
00269020	Void - Continued Stub	07/02/2024		\$0.00
00269021	LIEBERT CASSIDY WHITMORE	07/02/2024		\$74,933.09
00269022	DON A LITTLETON	07/02/2024		\$300.00
00269023	MAJESTIC AUTO GLASS	07/02/2024		\$329.48
00269024	MARACAS CAFE & CATERING INC.	07/02/2024		\$3,183.30
00269025	MARIBEL LEPE	07/02/2024		\$800.00
00269026	MR TACO CATERING LLC	07/02/2024		\$2,500.00
00269027	WALTER NELSON	07/02/2024		\$250.00
00269028	DAVID NOFLIN	07/02/2024		\$208.37
00269029	OAK PAPER PRODUCTS CO	07/02/2024		\$848.24
00269030	PARAMOUNT WATER DISTRICT	07/02/2024		\$1,006.12
00269031	SHANICE REED	07/02/2024		\$226.42
00269032	RISHER SUTHERLAND INC	07/02/2024		\$54,791.25
00269033	ROBERT HALF FINANCE AND ACCOUNTING	07/02/2024		\$14,207.07
00269034	RICARDO ROMERO	07/02/2024		\$252.94
00269035	EARL L. SAMPSON	07/02/2024		\$250.00
00269036	TOIYEA SHAW	07/02/2024		\$250.00
00269037	SMART & FINAL	07/02/2024		\$28.62
00269038	SOUTH COAST AIR QUALITY-AQMD	07/02/2024		\$250.00
00269039	SOUTHERN CALIFORNIA GAS COMPANY	07/02/2024		\$6,442.04
00269040	STAPLES ADVANTAGE	07/02/2024		\$220.29
00269041	STATE CONTROLLER'S OFFICE	07/02/2024		\$150.00
00269042	STRADLING YOCCA CARLSON & RAUTH	07/02/2024		\$780.00
00269043	SYNCHRONY BANK	07/02/2024		\$77.70
00269044	T-MOBILE USA INC	07/02/2024		\$3,044.91
00269045	TAJ TRADING CORPORATION	07/02/2024		\$110.97
00269046	TANDYM GROUP LLC	07/02/2024		\$10,340.00
00269047	TERMINIX INTERNATIONAL	07/02/2024		\$65.00
00269048	TURNOUT MAINTENANCE COMPANY LLC	07/02/2024		\$555.85
00269049	TV PRO GEAR INC	07/02/2024		\$1,206.18
00269050	VERIZON WIRELESS - LA	07/02/2024		\$10,257.96
00269051	VESTIS GROUP INC	07/02/2024		\$1,319.66

City of Compton
Simplified Consolidated Checks Register

07/01/2024 to 07/31/2024

Job Number: 1849448

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269052	MARIA L VILLAREAL	07/02/2024		\$950.00
00269053	WATERLINE TECHNOLOGIES INC	07/02/2024		\$3,463.62
00269054	AA SMOG CENTER	07/09/2024		\$900.00
00269055	AAA ASBESTOS & LEAD INSPECTIONS INC	07/09/2024		\$1,325.00
00269056	ACN PROPERTIES INC	07/09/2024		\$293.44
00269057	ADVANCE FIRE EXTINGUISHER CO	07/09/2024		\$350.99
00269058	MUNAWAR ALI	07/09/2024		\$63.01
00269059	ALLIED REFRIGERATION INC	07/09/2024		\$1,047.34
00269060	ALTEC INDUSTRIES INC	07/09/2024		\$15,484.12
00269061	AMERICAN FENCE COMPANY INC	07/09/2024		\$1,593.00
00269062	AMOBIUS GROUP INC	07/09/2024		\$600.00
00269063	DAVID ARANDA	07/09/2024		\$118,600.00
00269064	KESI ARMSTRONG	07/09/2024		\$75.00
00269065	Void - Continued Stub	07/09/2024		\$0.00
00269066	AT&T	07/09/2024		\$58,424.47
00269067	AT&T	07/09/2024		\$2,179.80
00269068	AT&T CORP	07/09/2024		\$10,691.68
00269069	AT&T MOBILITY II LLC	07/09/2024		\$10,461.51
00269070	ATKINSON ANDELSON LOYA RUUD & ROMO	07/09/2024		\$2,760.00
00269071	AUTO ZONE	07/09/2024		\$645.83
00269072	B & H FOTO & ELECTRONICS CORP	07/09/2024		\$488.00
00269073	BANK OF THE WEST	07/09/2024		\$714.84
00269074	BEADOR CONSTRUCTION COMPANY INC	07/09/2024		\$626,810.87
00269075	DONALD BELL	07/09/2024		\$900.00
00269076	THOMAS BENJAMIN	07/09/2024		\$265.10
00269077	BEST WOOD CHIPS	07/09/2024		\$9,951.00
00269078	BIG BEN INC	07/09/2024		\$99,974.28
00269079	BIGGS CARDOSA ASSOCIATES INC	07/09/2024		\$10,991.07
00269080	BLUETRITON BRANDS INC	07/09/2024		\$191.67
00269081	DANNY BRANCH	07/09/2024		\$250.00
00269082	BSN SPORTS	07/09/2024		\$995.81
00269083	C3 OFFICE SOLUTIONS LLC	07/09/2024		\$1,588.08
00269084	CALIFORNIA PUBLIC EMPLOYEES'	07/09/2024		\$1,647.00
00269085	CALIFORNIA PUBLIC EMPLOYEES'	07/09/2024		\$549.00

City of Compton
Simplified Consolidated Checks Register

07/01/2024 to 07/31/2024

Job Number: 1851050

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269086	CALIFORNIA WATER SERVICE	07/09/2024		\$3,570.77
00269087	CDWG	07/09/2024		\$556.85
00269088	CHARGEPOINT INC	07/09/2024		\$157,860.95
00269089	CHARTER COMMUNICATIONS HOLDINGS LLC	07/09/2024		\$8,740.15
00269090	CITY OF COMPTON PETTY CASH	07/09/2024		\$607.10
00269091	LUCY CLARK	07/09/2024		\$950.00
00269092	CLINICAL LAB OF SAN BERNARDINO	07/09/2024		\$3,043.00
00269093	CONSOLIDATED DISPOSAL SERVICES LLC	07/09/2024		\$1,276,003.11
00269094	COSCO FIRE PROTECTION INC	07/09/2024		\$4,618.00
00269095	RAJINDERPAL SINGH DHALIWAL	07/09/2024		\$718.00
00269096	REGINALD DONALD	07/09/2024		\$77.06
00269097	DS SERVICES OF AMERICA INC	07/09/2024		\$186.36
00269098	DUDEK	07/09/2024		\$19,255.00
00269099	JANET EARL	07/09/2024		\$75.00
00269100	ELEVATE PUBLIC AFFAIRS LLC	07/09/2024		\$8,650.00
00269101	GREGORIO ERRAZO	07/09/2024		\$261.36
00269102	FREEDOM FOREVER LLC	07/09/2024		\$638.88
00269103	FRONTIER CALIFORNIA INC	07/09/2024		\$1,355.56
00269104	JOSE GARFIAS	07/09/2024		\$80.25
00269105	DIANE GASPARD	07/09/2024		\$250.00
00269106	JUANITA GREEN-WRIGHT	07/09/2024		\$150.00
00269107	YOUSUF HAROON	07/09/2024		\$110.05
00269108	KAREN MICHELLE HARRIS	07/09/2024		\$75.00
00269109	ROSIE J HAYNES	07/09/2024		\$991.00
00269110	INFOSEND INC	07/09/2024		\$141,399.67
00269111	NOREEN JACKSON	07/09/2024		\$250.00
00269112	HAROLD JOHNSON	07/09/2024		\$1,400.00
00269113	MILDRED JOHNSON	07/09/2024		\$75.00
00269114	MONA JONES	07/09/2024		\$300.00
00269115	KEY OF KNOWLEDGE	07/09/2024		\$600.00
00269116	L.N. CURTIS AND SONS	07/09/2024		\$119.30
00269117	LIBERTY UTILITIES (PARK WATER) CORP	07/09/2024		\$2,578.84
00269118	LOS ANGELES COUNTY DEPARTMENT OF	07/09/2024		\$1,243.00
00269119	KELLI LOTT	07/09/2024		\$250.00

City of Compton
Simplified Consolidated Checks Register

07/01/2024 to 07/31/2024

Job Number: 1851050

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269120	OBBIE LUCAS JR	07/09/2024		\$132.29
00269121	ROSALIND MCGARY	07/09/2024		\$75.00
00269122	SHONTIQUE MCNEIL	07/09/2024		\$16.00
00269123	MOBILE MINI INC	07/09/2024		\$252.14
00269124	NAAC 20226-6 LP	07/09/2024		\$218.88
00269125	NATIONAL ASSOCIATION	07/09/2024		\$249.00
00269126	NATIONAL RELOCATION SERVICES INC	07/09/2024		\$24,252.25
00269127	NATL EMBROIDERED EMBLEM INC	07/09/2024		\$510.39
00269128	FRANCISCO NIVES	07/09/2024		\$264.59
00269129	ODP BUSINESS SOLUTIONS LLC.	07/09/2024		\$1,022.07
00269130	CECIL J. OJEDA III	07/09/2024		\$150.00
00269131	OREILLY AUTOMOTIVE STORES INC	07/09/2024		\$3,357.14
00269132	ADRIANA OROZCO	07/09/2024		\$75.00
00269133	TAMARA PARKS	07/09/2024		\$134.65
00269134	PAY PLUS BENEFITS INC	07/09/2024		\$728.00
00269135	LEONEL PENALOZA	07/09/2024		\$522.66
00269136	ULYSSES PINKNEY	07/09/2024		\$275.00
00269137	KELLIE POLK	07/09/2024		\$250.00
00269138	PUBLIC RISK INNOVATION SOLUTIONS	07/09/2024		\$395,968.00
00269139	QUILL CORPORATION	07/09/2024		\$789.34
00269140	SHARON RAHBAN	07/09/2024		\$1,058.26
00269141	DIEGO RAMIREZ	07/09/2024		\$150.00
00269142	REPUBLIC SERVICES INC	07/09/2024		\$101,603.35
00269143	REVENUE & COST SPECIALIST LLC	07/09/2024		\$22,020.00
00269144	BRANDON RIVAS	07/09/2024		\$208.37
00269145	ROCKFORD GRAY LLC	07/09/2024		\$9,720.00
00269146	GUADALUPE RODRIGUEZ	07/09/2024		\$179.82
00269147	PAUL SEGOVIA	07/09/2024		\$611.93
00269148	SHERRILL INC	07/09/2024		\$1,295.59
00269149	DIANA SHORTS	07/09/2024		\$192.70
00269150	DION SIMMONS	07/09/2024		\$131.20
00269151	SKY LIVING INVESTEMENTS LLC	07/09/2024		\$107.67
00269152	MARK R SMITH	07/09/2024		\$150.00
00269153	Void - Continued Stub	07/09/2024		\$0.00

City of Compton
Simplified Consolidated Checks Register

07/01/2024 to 07/31/2024

Job Number: 1851050

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269154	SO CA EDISON	07/09/2024		\$470,243.02
00269155	VALERIE SOUTER	07/09/2024		\$199.05
00269156	SOUTHERN CALIFORNIA GAS COMPANY	07/09/2024		\$6,830.41
00269157	BRYAN SPRAGG	07/09/2024		\$462.47
00269158	DANIELLE STOWERS	07/09/2024		\$113.12
00269159	SUMAN KHAREL	07/09/2024		\$1,000.00
00269160	T-MOBILE USA INC	07/09/2024		\$3,044.82
00269161	JORGE TAPIA	07/09/2024		\$123.85
00269162	TERRA FIRM & LANDSCAPING INC	07/09/2024		\$1,000.00
00269163	ANGELA THOMAS	07/09/2024		\$75.00
00269164	MARIBEL TORRES LARA	07/09/2024		\$75.00
00269165	UNIFIRST CORPORATION	07/09/2024		\$2,342.51
00269166	UNITED HEALTHCARE INSURANCE CO	07/09/2024		\$26,632.54
00269167	UNITED STATES CONFERENCES OF MAYORS	07/09/2024		\$2,000.00
00269168	W. FRANK NEWTON INC	07/09/2024		\$19,078.58
00269169	THOMAS WALKER	07/09/2024		\$275.00
00269170	WALTERS WHOLESALE ELECTRIC CO	07/09/2024		\$166.23
00269171	WAXIE'S ENTERPRISES INC	07/09/2024		\$3,629.55
00269172	BRIAN YOO	07/09/2024		\$69.70
00269173	CARSON CHEVROLET LLC	07/11/2024		\$84,195.75
00269174	FERRONE LAW GROUP	07/15/2024		\$101,143.81
00269175	AA SMOG CENTER	07/16/2024		\$90.00
00269176	ACN PROPERTIES INC	07/16/2024		\$211.17
00269177	ALAMEDA CORRIDOR	07/16/2024		\$34,086.00
00269178	ALANS LAWN AND GARDEN CENTER INC	07/16/2024		\$871.93
00269179	ALLIANT INSURANCE SERVICES INC	07/16/2024		\$466.31
00269180	FRANCISCO ALTAMIRANO	07/16/2024		\$342.00
00269181	AT & T	07/16/2024		\$3,537.76
00269182	AT&T	07/16/2024		\$16,813.24
00269183	ELIZABETH ATKINSON	07/16/2024		\$150.00
00269184	BARBARA BAKER	07/16/2024		\$150.00
00269185	JUAN BALTAZAR	07/16/2024		\$163.79
00269186	CRYSTAL BETHEA	07/16/2024		\$82.27
00269187	BLUETRITON BRANDS INC	07/16/2024		\$132.59

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Job Number: 1852824

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269188	PETER JOSEPH BUCKNAM	07/16/2024		\$34,269.00
00269189	BARBARA JEAN CALHOUN	07/16/2024		\$150.00
00269190	CDWG	07/16/2024		\$2,228.77
00269191	CHARTER COMMUNICATIONS HOLDINGS LLC	07/16/2024		\$644.46
00269192	CITY OF LONG BEACH	07/16/2024		\$217.72
00269193	CIVIL SOURCE INC	07/16/2024		\$370.00
00269194	Void - Continued Stub	07/16/2024		\$0.00
00269195	Void - Continued Stub	07/16/2024		\$0.00
00269196	Void - Continued Stub	07/16/2024		\$0.00
00269197	Void - Continued Stub	07/16/2024		\$0.00
00269198	COMPTON MUNICIPAL WATER CO	07/16/2024		\$27,370.32
00269199	JAVION CONNISH	07/16/2024		\$257.30
00269200	MELISSA DEPAZ	07/16/2024		\$1,700.00
00269201	DS SERVICES OF AMERICA INC	07/16/2024		\$689.74
00269202	SERGIO DURAN	07/16/2024		\$275.00
00269203	EVAN BROOKS ASSOCIATES INC	07/16/2024		\$7,450.00
00269204	FACILITY SOLUTIONS GROUP INC	07/16/2024		\$2,102.96
00269205	FAIR HOUSING FOUNDATION	07/16/2024		\$615.72
00269206	FERGUSON ENTERPRISES INC	07/16/2024		\$91,549.88
00269207	FONTENOT TOW SERVICE	07/16/2024		\$55.00
00269208	FORMCENTER	07/16/2024		\$205.43
00269209	FREDDYS ORNAMENTAL SUPPLIES LL	07/16/2024		\$143.32
00269210	FRONTIER CALIFORNIA INC	07/16/2024		\$307.72
00269211	JORGE GALINDO	07/16/2024		\$148.50
00269212	THE GARLAND COMPANY	07/16/2024		\$189,631.92
00269213	GENERAL PUMP COMPANY INC	07/16/2024		\$246,471.63
00269214	GOLDEN STATE WATER CO	07/16/2024		\$188.76
00269215	GOVERNMENT FINANCE OFFICERS ASSOC	07/16/2024		\$1,197.00
00269216	GRAINGER	07/16/2024		\$366.61
00269217	JUANITA GREEN-WRIGHT	07/16/2024		\$150.00
00269218	GREENLAND SUPPLY INC	07/16/2024		\$4,965.40
00269219	HERNALDO GUTIERREZ	07/16/2024		\$150.00
00269220	THE HABIT RESTAURANTS LLC	07/16/2024		\$3,413.88
00269221	HARRINGTON INDUSTRIAL PLASTICS LLC	07/16/2024		\$15,432.26

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Job Number: 1852824

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269222	HASA INC	07/16/2024		\$5,967.20
00269223	HD SUPPLY FACILITIES MAINTENANCE	07/16/2024		\$23,441.23
00269224	HINDERLITER DE LLAMAS & ASSOCIATES	07/16/2024		\$1,925.00
00269225	HOLLYWOOD CARPET INC	07/16/2024		\$10,420.00
00269226	HORNE LLP	07/16/2024		\$5,394.82
00269227	HYLAND SOFTWARE INC	07/16/2024		\$11,034.02
00269228	IGM TECHNOLOGY	07/16/2024		\$23,300.00
00269229	IMPACT OVERHEAD DOOR SERVICE INC	07/16/2024		\$20,844.00
00269230	Interior Flooring Solutions	07/16/2024		\$11,927.24
00269231	J.D. GLASS INC	07/16/2024		\$1,900.00
00269232	THE JANKOVICH COMPANY	07/16/2024		\$17,500.85
00269233	JENDO INVESTMENT INC	07/16/2024		\$42.00
00269234	JMDIAZ INC	07/16/2024		\$768.64
00269235	JOHNSON CONTROLS INC	07/16/2024		\$79,284.00
00269236	HAROLD JOHNSON	07/16/2024		\$1,375.00
00269237	ASIA JONES	07/16/2024		\$20.00
00269238	MONA JONES	07/16/2024		\$150.00
00269239	KARI KEANE	07/16/2024		\$300.00
00269240	KELSEY E WILHELM MD PC	07/16/2024		\$14,250.00
00269241	L A COUNTY SHERIFF	07/16/2024		\$2,228,540.55
00269242	L N CURTIS AND SON	07/16/2024		\$448.66
00269243	L.N. CURTIS AND SONS	07/16/2024		\$265.60
00269244	LA GATEWAY REGION INTEGRATED	07/16/2024		\$28,551.97
00269245	LA TRUCK & AUTO INC	07/16/2024		\$993.18
00269246	LEAF CAPITAL FUNDING LLC	07/16/2024		\$3,463.33
00269247	LEAGUE OF CALIF CITIES	07/16/2024		\$1,380.75
00269248	LEE'S TOOLS	07/16/2024		\$1,216.75
00269249	LIBERTY UTILITIES (PARK WATER) CORP	07/16/2024		\$1,945.44
00269250	LIFE ASSIST INC	07/16/2024		\$11,340.32
00269251	RODNEY LISTER	07/16/2024		\$150.00
00269252	LONG BEACH LLC	07/16/2024		\$21,103.44
00269253	LOS ANGELES CO PUBLIC WORKS	07/16/2024		\$531.13
00269254	LOS ANGELES CO PUBLIC WORKS	07/16/2024		\$2,168.89
00269255	LOS ANGELES COUNTY	07/16/2024		\$154,255.53

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00269256	LOS ANGELES COUNTY METRO	07/16/2024		\$50.77
00269257	M V TRANSPORTATION INC	07/16/2024		\$126,258.26
00269258	MARIA MACIN	07/16/2024		\$300.00
00269259	MAIN ELECTRIC SUPPLY COMPANY LLC	07/16/2024		\$5,957.67
00269260	MARK THOMAS & COMPANY INC	07/16/2024		\$84,027.90
00269261	RODNEY MASON	07/16/2024		\$1,000.00
00269262	EVONNA MASULTSBY	07/16/2024		\$250.00
00269263	MATTHEW BENDER & CO INC	07/16/2024		\$466.73
00269264	JIMMY MC COMBS	07/16/2024		\$157.60
00269265	MDJ MANAGEMENT LLC	07/16/2024		\$210,795.54
00269266	LORNA G. MENDOZA	07/16/2024		\$25,155.00
00269267	MONTGOMERY HARDWARE CO	07/16/2024		\$599.93
00269268	MS 83 INVESTMENTS LLC	07/16/2024		\$82.94
00269269	NAPA AUTO PARTS	07/16/2024		\$549.72
00269270	NATIONAL READY MIXED	07/16/2024		\$5,706.34
00269271	DAVID NOFLIN	07/16/2024		\$489.00
00269272	NUNEZ OFFICE INSTALLATIONS INC	07/16/2024		\$6,503.65
00269273	ODP BUSINESS SOLUTIONS LLC.	07/16/2024		\$1,677.37
00269274	CECIL J. OJEDA III	07/16/2024		\$150.00
00269275	AUSTIN UBA OKONTA	07/16/2024		\$105.00
00269276	OREILLY AUTOMOTIVE STORES INC	07/16/2024		\$89.45
00269277	PARAMOUNT WATER DISTRICT	07/16/2024		\$511.06
00269278	DEBORAH PRINTERS	07/16/2024		\$250.00
00269279	JESSE QUEZADA	07/16/2024		\$275.00
00269280	DIEGO RAMIREZ	07/16/2024		\$150.00
00269281	S & S WORLDWIDE INC	07/16/2024		\$327.39
00269282	SCA OF CA LLC	07/16/2024		\$522,863.90
00269283	IRENE SHANDELL-TAYLOR	07/16/2024		\$150.00
00269284	MARK R SMITH	07/16/2024		\$150.00
00269285	SO CA EDISON	07/16/2024		\$214,278.77
00269286	BRYAN SPRAGG	07/16/2024		\$35.97
00269287	STEVENS CARPET AND FLOORING INC	07/16/2024		\$21,378.00
00269288	THE ESTATE OF JOSE REYES	07/16/2024		\$316.93
00269289	THE GORDIAN GROUP INC	07/16/2024		\$59,283.87

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Check	Payee Name	Check Date	Cancel Date	Check Amount
00269290	ADRIENNE M THOMAS	07/16/2024		\$150.00
00269291	TRICON SFR 2020-2 BORROWER LLC	07/16/2024		\$315.41
00269292	U S POST OFFICE POSTMASTER	07/16/2024		\$10,000.00
00269293	UNUM LIFE INSURANCE CO OF AMERICA	07/16/2024		\$6,857.25
00269294	VERIZON WIRELESS - LA	07/16/2024		\$10,077.50
00269295	VISION SERVICE PLAN	07/16/2024		\$7,751.71
00269296	GABRIEL AGUIRRE	07/23/2024		\$299.78
00269297	PEDRO ALVARADO	07/23/2024		\$49.37
00269298	ROSA ALVARADO	07/23/2024		\$183.48
00269299	AT & T	07/23/2024		\$2,689.37
00269300	AT&T	07/23/2024		\$58,200.94
00269301	AT&T	07/23/2024		\$2,088.57
00269302	AT&T CORP	07/23/2024		\$26,517.72
00269303	AT&T MOBILITY II LLC	07/23/2024		\$10,180.24
00269304	BADAWI & ASSOCIATES	07/23/2024		\$41,168.75
00269305	RUBY BAUTISTA	07/23/2024		\$139.64
00269306	BLUETRITON BRANDS INC	07/23/2024		\$469.47
00269307	CALIFORNIA WATER SERVICE	07/23/2024		\$3,726.32
00269308	CHARTER COMMUNICATIONS HOLDINGS LLC	07/23/2024		\$116.56
00269309	DS SERVICES OF AMERICA INC	07/23/2024		\$57.95
00269310	EADIE AND PAYNE LLP	07/23/2024		\$83,494.00
00269311	ESTATE OF BLAND STERLING COULTER	07/23/2024		\$231.48
00269312	FIRST LEGAL NETWORK LLC	07/23/2024		\$419.60
00269313	ETHEL FOUNTAIN	07/23/2024		\$124.25
00269314	FRONTIER CALIFORNIA INC	07/23/2024		\$407.29
00269315	FS INTERNATIONAL INC	07/23/2024		\$142.42
00269316	ELISA GARCIA	07/23/2024		\$236.72
00269317	SERGIO GARCIA	07/23/2024		\$88.04
00269318	GOLDEN STATE WATER CO	07/23/2024		\$508.68
00269319	GOVERNMENT FINANCE OFFICERS ASSOC	07/23/2024		\$640.00
00269320	MARIA GUERRERO	07/23/2024		\$76.81
00269321	DANIEL GUEVARA	07/23/2024		\$71.26
00269322	GUSTAVO CARILLO	07/23/2024		\$223.00
00269323	HASA INC	07/23/2024		\$2,338.35

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Check	Payee Name	Check Date	Cancel Date	Check Amount
00269324	INFOSEND INC	07/23/2024		\$12,051.55
00269325	Interior Flooring Solutions	07/23/2024		\$11,927.24
00269326	ULISES ISLAS	07/23/2024		\$156.42
00269327	J & C BUILDERS INC	07/23/2024		\$1,000.00
00269328	KNORR SYSTEMS INTL LLC	07/23/2024		\$23,225.91
00269329	MICHAEL KUHFAI	07/23/2024		\$84.44
00269330	JULIANA LAM	07/23/2024		\$216.03
00269331	LESZEK LANGIEWICZ	07/23/2024		\$200.00
00269332	LAVI INDUSTRIES INC.	07/23/2024		\$7,565.44
00269333	FRANCES LEE	07/23/2024		\$9.83
00269334	LITTLEJOHN-REULAND CORPRATION	07/23/2024		\$225.00
00269335	MAIN ELECTRIC SUPPLY COMPANY LLC	07/23/2024		\$3,258.21
00269336	ADRIAN MARQUEZ	07/23/2024		\$1,000.00
00269337	MARQUIS CONSTRUCTION INC	07/23/2024		\$1,000.00
00269338	RODNEY MASON	07/23/2024		\$1,000.00
00269339	ALEJANDRO MIRELES	07/23/2024		\$1,000.00
00269340	TEDOSIO MORAN ARGUELLES	07/23/2024		\$81.25
00269341	NATIONAL PLANT SERVICES INC	07/23/2024		\$83,130.00
00269342	ROSAMARIA NAVARRO	07/23/2024		\$147.21
00269343	EREMOJE OYEBO ONIPEDE	07/23/2024		\$138.09
00269344	PARKHOUSE TIRE SERVICE INC	07/23/2024		\$187.20
00269345	PRES-TECH MANUFACTURER'S REP INC	07/23/2024		\$832.50
00269346	PRICE PAIGE & CO CPA LLC	07/23/2024		\$10,426.00
00269347	PTK MIRACLE CORP.	07/23/2024		\$11,220.00
00269348	QUILL CORPORATION	07/23/2024		\$402.42
00269349	REPUBLIC SERVICES INC	07/23/2024		\$84,145.43
00269350	REVENUE & COST SPECIALIST LLC	07/23/2024		\$20,340.00
00269351	ROADLINE PRODUCTS INC USA	07/23/2024		\$1,588.57
00269352	ROBERT HALF FINANCE AND ACCOUNTING	07/23/2024		\$1,938.00
00269353	ROVINCE INTERNATIONAL CORP	07/23/2024		\$2,485.34
00269354	SAFEGUARD SOUTHERN CALIFORNIA	07/23/2024		\$457.21
00269355	SAMIS REFEREE LLC	07/23/2024		\$1,620.00
00269356	VICTOR J SANCHEZ	07/23/2024		\$3,120.29
00269357	SATELLITE MARKET	07/23/2024		\$195.18

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Check	Payee Name	Check Date	Cancel Date	Check Amount
00269358	DEBORAH SIMS	07/23/2024		\$54.12
00269359	SMART & FINAL	07/23/2024		\$844.11
00269360	DAPHNE L SMITH	07/23/2024		\$1,075.00
00269361	SO CA EDISON	07/23/2024		\$302,386.99
00269362	HAE SONG	07/23/2024		\$280.15
00269363	SONSRAY MACHINERY LLC	07/23/2024		\$3,451.02
00269364	SOUTH COAST EMERGENCY VEHICLE SVC	07/23/2024		\$415.21
00269365	SOUTHERN CALIFORNIA GAS COMPANY	07/23/2024		\$103.15
00269366	SOUTHERN CALIFORNIA PRECISION	07/23/2024		\$123,544.89
00269367	SOUTHERN TIRE MART INC	07/23/2024		\$1,021.83
00269368	SPARKS LA SPORTS LLC	07/23/2024		\$600.00
00269369	SPINIELLO INFRASTRUCTURE WEST IN	07/23/2024		\$2,189.39
00269370	STAPLES ADVANTAGE	07/23/2024		\$3,131.79
00269371	STATEWIDE TRAFFIC SFTY & SIGNS INC	07/23/2024		\$1,355.79
00269372	STRADLING YOCCA CARLSON & RAUTH	07/23/2024		\$3,960.00
00269373	TAJ TRADING CORPORATION	07/23/2024		\$478.60
00269374	TANDYM GROUP LLC	07/23/2024		\$3,290.00
00269375	TECHCOAT CONTRACTORS INC	07/23/2024		\$56,000.00
00269376	TEDDY BY BEAR	07/23/2024		\$885.50
00269377	TERMINIX INTERNATIONAL	07/23/2024		\$60.12
00269378	TETRA TECH INC	07/23/2024		\$30,263.33
00269379	THE SHERWIN-WILLIAMS COMPANY	07/23/2024		\$1,458.12
00269380	THE SHERWIN-WILLIAMS COMPANY	07/23/2024		\$12,903.66
00269381	TITAN EMPIRE INC	07/23/2024		\$24,145.00
00269382	TOTAL CORPORATE SOLUTIONS	07/23/2024		\$181.65
00269383	TRIMS AND MORE INC	07/23/2024		\$276.26
00269384	TURNOUT MAINTENANCE COMPANY LLC	07/23/2024		\$2,710.00
00269385	ULINE INC	07/23/2024		\$863.08
00269386	UNIFIRST CORPORATION	07/23/2024		\$277.50
00269387	UNITED PACIFIC SERVICES INC	07/23/2024		\$418,543.00
00269388	VESTIS GROUP INC	07/23/2024		\$997.93
00269389	WALKING MAN INC	07/23/2024		\$875.00
00269390	WALTERS WHOLESALE ELECTRIC CO	07/23/2024		\$599.75
00269391	TEKIAE WARREN	07/23/2024		\$25,000.00

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Check	Payee Name	Check Date	Cancel Date	Check Amount
00269392	WATER REPLENISHMENT DISTRICT	07/23/2024		\$232,307.37
00269393	Void - Continued Stub	07/23/2024		\$0.00
00269394	WATERLINE TECHNOLOGIES INC	07/23/2024		\$17,572.77
00269395	WAXIE'S ENTERPRISES INC	07/23/2024		\$3,806.15
00269396	WECK LABORATORIES ENVTL SVCS INC	07/23/2024		\$3,120.00
00269397	WEST PUBLISHING CORPORATION	07/23/2024		\$2,880.00
00269398	WHITE CAP INDUSTRIES	07/23/2024		\$1,072.18
00269399	WILLDAN ENGINEERING	07/23/2024		\$10,317.65
00269400	Anita Zeigler	07/25/2024		\$11.00
00269401	ARLO PROPERTIES LLC	07/25/2024		\$1,158.00
00269402	JESUS F. CARDENAS	07/25/2024		\$1,570.00
00269403	THURSTON C CARLOCK II	07/25/2024		\$2,681.00
00269404	CMC REALTY & LENDING CORP.	07/25/2024		\$4,391.00
00269405	AMUNIQUE M. HACKETT	07/25/2024		\$7.00
00269406	HTW MANAGEMENT	07/25/2024		\$1,394.00
00269407	DELANO JOHNSON	07/25/2024		\$11.00
00269408	CLAUDE E JONES	07/25/2024		\$12,470.00
00269409	LACOUNTY HOUSING LP	07/25/2024		\$1,541.00
00269410	PA26 LLC	07/25/2024		\$6,557.00
00269411	ALEJANDRO SANCHEZ	07/25/2024		\$3,084.00
00269412	CYNTHIA VAUGHN	07/25/2024		\$4.00
00269413	WHITFIELD MANOR II LP	07/25/2024		\$1,360.00
00269414	FERRONE LAW GROUP	07/29/2024		\$101,444.51
00269415	BRANDY ADAIR	07/31/2024		\$16,695.00
00269416	ALANS LAWN AND GARDEN CENTER INC	07/31/2024		\$814.67
00269417	ALLIANT INSURANCE SERVICES INC	07/31/2024		\$111.18
00269418	RUBEN ARREDONDO	07/31/2024		\$80.00
00269419	AT&T	07/31/2024		\$680.16
00269420	BEADOR CONSTRUCTION COMPANY INC	07/31/2024		\$864,079.63
00269421	EDWARD BERRYMAN	07/31/2024		\$253.56
00269422	BLUETRITON BRANDS INC	07/31/2024		\$141.28
00269423	BRIGHTVIEW LANDSCAPE SERVICES INC	07/31/2024		\$8,500.00
00269424	FAYE BRIM	07/31/2024		\$250.00
00269425	DEBBIE BUCKNER	07/31/2024		\$275.00

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Job Number: 1855853

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269426	CHAMPIONS OF CARING CONNECTIONS	07/31/2024		\$643.50
00269427	CHARTER COMMUNICATIONS HOLDINGS LLC	07/31/2024		\$8,223.36
00269428	THE CHILDREN'S CLINIC	07/31/2024		\$7,500.00
00269429	CIVIL SOURCE INC	07/31/2024		\$15,189.43
00269430	COMMUNITY LEGAL AID SOCAL	07/31/2024		\$2,794.10
00269431	COMPTON COMMUNITY COLLEGE	07/31/2024		\$2,508.42
00269432	DIVISION OF THE STATE ARCHITECT	07/31/2024		\$416.80
00269433	GLENDA M. DRISCOLL	07/31/2024		\$300.00
00269434	DS SERVICES OF AMERICA INC	07/31/2024		\$336.29
00269435	DUDEK	07/31/2024		\$22,867.50
00269436	ENTRENOUS YOUTH EMPOWERMENT SERV	07/31/2024		\$15,146.94
00269437	FAIR HOUSING FOUNDATION	07/31/2024		\$659.86
00269438	FEDERAL EXPRESS CORP	07/31/2024		\$10.45
00269439	FIRST AMERICAN DATA COMPANY LLC	07/31/2024		\$81.03
00269440	DAWN FRANKS	07/31/2024		\$250.00
00269441	FRONTIER CALIFORNIA INC	07/31/2024		\$708.48
00269442	GALLS	07/31/2024		\$292.39
00269443	JOSE GARFIAS	07/31/2024		\$799.39
00269444	CALICIA GODWIN	07/31/2024		\$250.00
00269445	FRANCISCO GONZALEZ	07/31/2024		\$1,000.00
00269446	GRAINGER	07/31/2024		\$954.37
00269447	TANYA HARRIS	07/31/2024		\$300.00
00269448	HASA INC	07/31/2024		\$956.63
00269449	MAIRA HERNANDEZ	07/31/2024		\$299.00
00269450	THE JANKOVICH COMPANY	07/31/2024		\$17,972.78
00269451	IVY JEFFERSON	07/31/2024		\$300.00
00269452	MONA JONES	07/31/2024		\$150.00
00269453	KOA CORPORATION	07/31/2024		\$32,826.66
00269454	L A COUNTY SHERIFF	07/31/2024		\$2,199,672.95
00269455	L N CURTIS AND SON	07/31/2024		\$177,343.69
00269456	L.N. CURTIS AND SONS	07/31/2024		\$13.26
00269457	LORI ANN WILLIAMS	07/31/2024		\$325.00
00269458	LOS ANGELES COUNTY	07/31/2024		\$175,891.15
00269459	LOS ANGELES COUNTY	07/31/2024		\$371,839.32

City of Compton
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07/01/2024 to 07/31/2024

Job Number: 1855853

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269460	LOS ANGELES COUNTY METRO	07/31/2024		\$51.27
00269461	M V TRANSPORTATION INC	07/31/2024		\$121,969.01
00269462	MARS ENVIRONMENTAL INC	07/31/2024		\$19,830.27
00269463	GARY MOORE	07/31/2024		\$275.00
00269464	MORSCO SUPPLY LLC	07/31/2024		\$303.65
00269465	NEW WEST LANDSCAPING	07/31/2024		\$1,131.00
00269466	NV5 INC	07/31/2024		\$687.50
00269467	OREILLY AUTOMOTIVE STORES INC	07/31/2024		\$1,695.21
00269468	ROBERTO A PONCE	07/31/2024		\$14,300.00
00269469	SUSAN PRIVITERA-JOHNSON	07/31/2024		\$36,502.50
00269470	RAY'S AUTO	07/31/2024		\$4,546.91
00269471	RISHER SUTHERLAND INC	07/31/2024		\$74,788.75
00269472	RON'S MAINTENANCE CORP	07/31/2024		\$19,728.00
00269473	ROVINCE INTERNATIONAL CORP	07/31/2024		\$2,372.60
00269474	S & S WORLDWIDE INC	07/31/2024		\$563.80
00269475	TRIPHENIA SIMMONS	07/31/2024		\$79.63
00269476	SO CA EDISON	07/31/2024		\$65,882.02
00269477	SOUTHERN CALIFORNIA GAS COMPANY	07/31/2024		\$1,662.25
00269478	STAPLES ADVANTAGE	07/31/2024		\$1,134.79
00269479	STATE OF CALIFORNIA	07/31/2024		\$575.00
00269480	STATEWIDE TRAFFIC SFTY & SIGNS INC	07/31/2024		\$5,199.25
00269481	TAJ TRADING CORPORATION	07/31/2024		\$860.24
00269482	TANDYM GROUP LLC	07/31/2024		\$1,339.50
00269483	THE MAKERS HUB	07/31/2024		\$2,877.83
00269484	KAREN TILLIS	07/31/2024		\$300.00
00269485	TOWNSEND PUBLIC AFFAIRS INC	07/31/2024		\$16,000.00
00269486	UNDERGROUND SERVICE ALERT	07/31/2024		\$329.81
00269487	UNIFIRST CORPORATION	07/31/2024		\$595.87
00269488	WEST PUBLISHING CORPORATION	07/31/2024		\$1,440.00
00269489	WILLDAN ENGINEERING	07/31/2024		\$12,828.25
00269490	MICHAEL WILLIAMS	07/31/2024		\$154.35
00269491	TYWAN WILLIS	07/31/2024		\$300.00
00269492	ZOLL MEDICAL CORPORATION	07/31/2024		\$8,547.68
00269493	ZUMAR INDUSTRIES	07/31/2024		\$4,264.68

City of Compton
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07/01/2024 to 07/31/2024

Job Number: 1855853

Check	Payee Name	Check Date	Cancel Date	Check Amount
** SORT TOTALS **				
				Issued: \$15,194,738.82
				Reversed: \$153,871.69
				AP Group Total: \$15,348,610.51
00086492	PUBLIC EMPLOYEES RETIREMENT SYSTEM	07/09/2024	07/09/2024	\$15,315,036.10
00086493	PUBLIC EMPLOYEES RETIREMENT SYSTEM	07/16/2024	07/16/2024	\$417,672.24
00086494	PUBLIC EMPLOYEES RETIREMENT SYSTEM	07/16/2024	07/16/2024	\$835,200.71
00086495	1510 N WILLOWBROOK LLC	07/25/2024	07/25/2024	\$3,481.00
00086496	420 ACACIA LLC	07/25/2024	07/25/2024	\$1,670.00
00086497	527-531 W ROSECRANS AVE LLC	07/25/2024	07/25/2024	\$6,206.00
00086498	708NTAMARIND LLC	07/25/2024	07/25/2024	\$13,301.00
00086499	ACCESS COMMUNITY HOUSING	07/25/2024	07/25/2024	\$19,194.00
00086500	ANTHONY L ADAMS SR	07/25/2024	07/25/2024	\$61.00
00086501	SADIE M ADDISON	07/25/2024	07/25/2024	\$547.00
00086502	PAVAN AGARWAL	07/25/2024	07/25/2024	\$1,098.00
00086503	BEATRYCE AND ALEXANDER	07/25/2024	07/25/2024	\$640.00
00086504	H DAVID & HAIDEH VIJEH ALEXANDER	07/25/2024	07/25/2024	\$2,940.00
00086505	SANDRA ALFARO	07/25/2024	07/25/2024	\$1,513.00
00086506	MICAH ALI	07/25/2024	07/25/2024	\$3,222.00
00086507	EARL B ALLEN	07/25/2024	07/25/2024	\$1,200.00
00086508	ANGEL ALVAREZ	07/25/2024	07/25/2024	\$1,646.00
00086509	AMAEI INVESTMENT LLC	07/25/2024	07/25/2024	\$1,858.00
00086510	JUANITA ANDERSON	07/25/2024	07/25/2024	\$5,128.00
00086511	EFREN AND MARIA LUZ ANDRADE	07/25/2024	07/25/2024	\$1,600.00
00086512	MICHAEL C ANDRY	07/25/2024	07/25/2024	\$1,173.00
00086513	Anguiano Rodriguez	07/25/2024	07/25/2024	\$1,440.00
00086514	EL MICHAEL ARMSTRONG	07/25/2024	07/25/2024	\$4,893.00
00086515	EULA ARMSTRONG	07/25/2024	07/25/2024	\$2,172.00
00086516	GEORGE ARMSTRONG	07/25/2024	07/25/2024	\$1,080.00
00086517	ARNETA R OR BEVERLY FINNEY	07/25/2024	07/25/2024	\$1,669.00
00086518	BLANCA ARRIOLA	07/25/2024	07/25/2024	\$2,113.00

City of Compton
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07/01/2024 to 07/31/2024

Job Number: 1855006

Check	Payee Name	Check Date	Cancel Date	Check Amount
00086519	AUTUMN WIND LLC	07/25/2024	07/25/2024	\$3,689.00
00086520	SAUTI L BARAKA	07/25/2024	07/25/2024	\$1,392.00
00086521	GLENN BAYLESS	07/25/2024	07/25/2024	\$1,409.00
00086522	CAROL A BEAL	07/25/2024	07/25/2024	\$1,588.00
00086523	KENNETH R BENSON SR	07/25/2024	07/25/2024	\$1,824.00
00086524	MELANIE BERRY	07/25/2024	07/25/2024	\$7,744.00
00086525	ANTHONY BERRY-SMITH	07/25/2024	07/25/2024	\$360.00
00086526	WILLIE G BOLDEN	07/25/2024	07/25/2024	\$2,804.00
00086527	JOSEPH V BRADLEY	07/25/2024	07/25/2024	\$2,652.00
00086528	GONZELLA BRAME	07/25/2024	07/25/2024	\$1,469.00
00086529	ALFRED C. BROOKS	07/25/2024	07/25/2024	\$3,042.00
00086530	CAROLYN D BROWN	07/25/2024	07/25/2024	\$4,209.00
00086531	LARENCE BROWN	07/25/2024	07/25/2024	\$1,178.00
00086532	SHIRLEY ANN BROWN	07/25/2024	07/25/2024	\$1,076.00
00086533	JEWEL BROWN-WHITE	07/25/2024	07/25/2024	\$1,396.00
00086534	BRUMFIELD FAMILY TRUST	07/25/2024	07/25/2024	\$1,254.00
00086535	BRYON LEWIS ESTATE	07/25/2024	07/25/2024	\$1,946.00
00086536	DOROTHY BURNETT	07/25/2024	07/25/2024	\$467.00
00086537	WALLACE ANDERSON BURNEY III	07/25/2024	07/25/2024	\$1,318.00
00086538	GEORGE CALCOTE	07/25/2024	07/25/2024	\$1,355.00
00086539	JOHN A & TOMMIE J CALLEGARI	07/25/2024	07/25/2024	\$1,643.00
00086540	EDUARDO A CANAS	07/25/2024	07/25/2024	\$2,248.00
00086541	CARMEN A HERRERA AND	07/25/2024	07/25/2024	\$562.00
00086542	MANUEL CASTANEDA JR	07/25/2024	07/25/2024	\$1,371.00
00086543	TONY XIA CHEN	07/25/2024	07/25/2024	\$1,229.00
00086544	DONELDA LAKE CHRISPELL	07/25/2024	07/25/2024	\$1,245.00
00086545	CITY OF INGLEWOOD	07/25/2024	07/25/2024	\$5,552.89
00086546	SADIE COLEMAN	07/25/2024	07/25/2024	\$151.00
00086547	COMPTON HOLDINGS LLC	07/25/2024	07/25/2024	\$3,267.00
00086548	COMPTON SENIOR APARTMENTS LP	07/25/2024	07/25/2024	\$7,010.00
00086549	JOHN B CRAWFORD	07/25/2024	07/25/2024	\$5,191.00
00086550	CRISANTO & CARMEN NEVAREZ TRUST	07/25/2024	07/25/2024	\$1,941.00
00086551	BRENDA CUMMINGS	07/25/2024	07/25/2024	\$832.00
00086552	CURRY TEMPLE SR APT LTD PARTNERSHIP	07/25/2024	07/25/2024	\$1,036.00

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Check	Payee Name	Check Date	Cancel Date	Check Amount
00086553	DELORIS CURTIS	07/25/2024	07/25/2024	\$947.00
00086554	VINCENT DAMATO	07/25/2024	07/25/2024	\$3,401.00
00086555	KEVIN DANG	07/25/2024	07/25/2024	\$1,469.00
00086556	GARY L. DANIELS	07/25/2024	07/25/2024	\$758.00
00086557	FESIA A DAVENPORT	07/25/2024	07/25/2024	\$1,304.00
00086558	CATHERINE DAVIS	07/25/2024	07/25/2024	\$448.00
00086559	RAUL DAVIS	07/25/2024	07/25/2024	\$1,576.00
00086560	DAWN PATROL LLC	07/25/2024	07/25/2024	\$1,269.00
00086561	JOSE C DE CASAS	07/25/2024	07/25/2024	\$4,710.00
00086562	MOISES DE LA TORRE	07/25/2024	07/25/2024	\$520.00
00086563	DEBORAH R. JONES-EAZEL TRUSTEE	07/25/2024	07/25/2024	\$1,764.00
00086564	DENIA L FERGUSON FAMILY TRUST	07/25/2024	07/25/2024	\$2,895.00
00086565	DESIDERIO LLC	07/25/2024	07/25/2024	\$675.00
00086566	TAMANA K. DHALIWAL-GOODLOE	07/25/2024	07/25/2024	\$2,512.00
00086567	IRMA L DIAZ	07/25/2024	07/25/2024	\$5,280.00
00086568	LAWRENCE DIGGS	07/25/2024	07/25/2024	\$795.00
00086569	BERDIE DILLON	07/25/2024	07/25/2024	\$1,496.00
00086570	DOROTHA CALLOWAY RVOC LIVING TRUST	07/25/2024	07/25/2024	\$1,566.00
00086571	VERA R DOUGLAS	07/25/2024	07/25/2024	\$2,443.00
00086572	DREAM PROPERTY MANAGEMENT LLC	07/25/2024	07/25/2024	\$1,382.00
00086573	ROY E DUMAS	07/25/2024	07/25/2024	\$3,536.00
00086574	E & E FAMILY PROPERTIES LLC	07/25/2024	07/25/2024	\$7,610.00
00086575	ALICE J EDWARDS	07/25/2024	07/25/2024	\$1,111.00
00086576	ELIEZER ENGEL & THE DORN	07/25/2024	07/25/2024	\$3,362.00
00086577	LILLIE ENGLISH	07/25/2024	07/25/2024	\$216.00
00086578	ERICK R. ETHERIDGE	07/25/2024	07/25/2024	\$4,986.00
00086579	EVA GROVER	07/25/2024	07/25/2024	\$3,202.00
00086580	CORLISS EVANS	07/25/2024	07/25/2024	\$2,019.00
00086581	EXCELLENCE OF LYNWOOD INC	07/25/2024	07/25/2024	\$1,024.00
00086582	FAITHFUL CHURCH OF GOD IN CHRIST	07/25/2024	07/25/2024	\$889.00
00086583	FAITHFUL RED LLC	07/25/2024	07/25/2024	\$5,143.00
00086584	WESLEY J FARRELL	07/25/2024	07/25/2024	\$472.00
00086585	RUBEN FLOOD JR	07/25/2024	07/25/2024	\$1,003.00
00086586	JERMAINE FRANKLIN	07/25/2024	07/25/2024	\$1,494.00

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Check	Payee Name	Check Date	Cancel Date	Check Amount
00086587	JULIE S FRENCH	07/25/2024	07/25/2024	\$1,576.00
00086588	SAMUEL D. GARCIA	07/25/2024	07/25/2024	\$2,051.00
00086589	ALPHONZO OR WILLIE MAE GARLAND	07/25/2024	07/25/2024	\$1,865.00
00086590	UTA GARRETT	07/25/2024	07/25/2024	\$1,240.00
00086591	VICTOR GARRETT	07/25/2024	07/25/2024	\$1,646.00
00086592	GHE RENTALS LLC	07/25/2024	07/25/2024	\$4,219.00
00086593	MINNIE GIBSON FAMILY TRUST	07/25/2024	07/25/2024	\$1,134.00
00086594	RAUL GODINEZ	07/25/2024	07/25/2024	\$1,053.00
00086595	ALBELARDO GONZALEZ	07/25/2024	07/25/2024	\$1,689.00
00086596	CARMEN GONZALEZ	07/25/2024	07/25/2024	\$3,405.00
00086597	TAMESHIA GOODIN	07/25/2024	07/25/2024	\$3,450.00
00086598	LOIS CARROLL GOODLOE	07/25/2024	07/25/2024	\$734.00
00086599	CRAIG D GORDON	07/25/2024	07/25/2024	\$1,590.00
00086600	CHARLESTON J GRANTHAM	07/25/2024	07/25/2024	\$846.00
00086601	GREEN4 LLC	07/25/2024	07/25/2024	\$2,977.00
00086602	DE ANDRE D GREENE	07/25/2024	07/25/2024	\$5,376.00
00086603	CHARMAINE Y GUMMS	07/25/2024	07/25/2024	\$1,250.00
00086604	DONALD RAY HALL	07/25/2024	07/25/2024	\$2,982.00
00086605	JONATHAN HAMMOND SR	07/25/2024	07/25/2024	\$747.00
00086606	DAVID HANCOCK	07/25/2024	07/25/2024	\$5,576.00
00086607	FRANK HARRIS JR	07/25/2024	07/25/2024	\$1,679.00
00086608	IVRY HARRIS	07/25/2024	07/25/2024	\$1,860.00
00086609	LOUIS D HARRIS	07/25/2024	07/25/2024	\$5,932.00
00086610	HATTIE E MCDANIEL LIVING TRUST	07/25/2024	07/25/2024	\$820.00
00086611	SHAWN HAWKINS	07/25/2024	07/25/2024	\$2,330.00
00086612	PHYLLIS HAYES	07/25/2024	07/25/2024	\$1,316.00
00086613	HEALTHCARE CAREER	07/25/2024	07/25/2024	\$3,811.00
00086614	LONEAR W HEARD-DAVIS	07/25/2024	07/25/2024	\$3,011.00
00086615	ALBERT L HEARVEY	07/25/2024	07/25/2024	\$1,576.00
00086616	RAFAEL HEREDIA	07/25/2024	07/25/2024	\$8,227.00
00086617	KATHERYN HERRERA	07/25/2024	07/25/2024	\$1,531.00
00086618	LOTTIE H HILLIARD	07/25/2024	07/25/2024	\$3,406.00
00086619	WAIL HINDI	07/25/2024	07/25/2024	\$3,287.00
00086620	NICHOLAS S HOGAN	07/25/2024	07/25/2024	\$1,228.00

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Check	Payee Name	Check Date	Cancel Date	Check Amount
00086621	BENJAMIN L. HOLIFIELD	07/25/2024	07/25/2024	\$456.00
00086622	KEVIN OR SHEREDA HOLMES	07/25/2024	07/25/2024	\$1,936.00
00086623	LEON C HOLMES	07/25/2024	07/25/2024	\$738.00
00086624	JESSIE LEE HOWARD	07/25/2024	07/25/2024	\$1,452.00
00086625	JOAN HUGHES	07/25/2024	07/25/2024	\$1,651.00
00086626	KENNETH OR CHERYL HUNTER	07/25/2024	07/25/2024	\$1,795.00
00086627	RICARDO IBARRA	07/25/2024	07/25/2024	\$1,341.00
00086628	MICHAEL IRVING	07/25/2024	07/25/2024	\$2,435.00
00086629	CHARLES L & SANDRA E A JACKSON	07/25/2024	07/25/2024	\$2,901.00
00086630	SHANNON JACKSON	07/25/2024	07/25/2024	\$1,576.00
00086631	THERON JACKSON	07/25/2024	07/25/2024	\$1,752.00
00086632	JACQUELINE A. CELESTINE	07/25/2024	07/25/2024	\$1,920.00
00086633	JACQUELINE HIGGINS	07/25/2024	07/25/2024	\$1,850.00
00086634	ANTHONY F JAMES	07/25/2024	07/25/2024	\$1,560.00
00086635	MESHA JAMES	07/25/2024	07/25/2024	\$1,339.00
00086636	PATRICIA JEFFERSON	07/25/2024	07/25/2024	\$2,131.00
00086637	JEFFERY HARRIS TRUST	07/25/2024	07/25/2024	\$1,108.00
00086638	BILLIE L JOHNSON	07/25/2024	07/25/2024	\$9,351.00
00086639	JAMES OR EULA JOHNSON	07/25/2024	07/25/2024	\$1,483.00
00086640	MARCUS C JOHNSON	07/25/2024	07/25/2024	\$1,591.00
00086641	DIANE E JOHNSON-WALKER	07/25/2024	07/25/2024	\$1,669.00
00086642	CHRISTOPHER M JONES	07/25/2024	07/25/2024	\$2,816.00
00086643	DAVID JONES	07/25/2024	07/25/2024	\$1,213.00
00086644	HENRY JONES	07/25/2024	07/25/2024	\$527.00
00086645	JAMES OTIS JONES	07/25/2024	07/25/2024	\$2,581.00
00086646	MONA JONES	07/25/2024	07/25/2024	\$1,528.00
00086647	JP COGHILL	07/25/2024	07/25/2024	\$3,734.00
00086648	KALIEV CLINTON AND EBONY CLINTON	07/25/2024	07/25/2024	\$1,568.00
00086649	KAY STREET INVESTMENTS LLC	07/25/2024	07/25/2024	\$1,183.00
00086650	KAY-COMPTON INVESTORS LLC	07/25/2024	07/25/2024	\$2,094.00
00086651	ALLEN J KENNETT	07/25/2024	07/25/2024	\$3,618.00
00086652	BARBARA KEYES	07/25/2024	07/25/2024	\$1,750.00
00086653	DAWIT KIDANE	07/25/2024	07/25/2024	\$3,219.00
00086654	KIM HOA INVESTMENTS LLC	07/25/2024	07/25/2024	\$10,142.00

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Job Number: 1855006

Check	Payee Name	Check Date	Cancel Date	Check Amount
00086655	MICHAEL KING	07/25/2024	07/25/2024	\$1,105.00
00086656	KNM PROPERTY MANAGEMENT INC	07/25/2024	07/25/2024	\$1,509.00
00086657	MAI NGOC LAM	07/25/2024	07/25/2024	\$963.00
00086658	TRACEY M LAWRENCE	07/25/2024	07/25/2024	\$1,284.00
00086659	GERALD LEE	07/25/2024	07/25/2024	\$598.00
00086660	HELEN LEE	07/25/2024	07/25/2024	\$1,794.00
00086661	JAMES JINHO LEE	07/25/2024	07/25/2024	\$1,670.00
00086662	GREGORY LEVY	07/25/2024	07/25/2024	\$1,650.00
00086663	FUMEI LIU	07/25/2024	07/25/2024	\$3,703.00
00086664	HESTER B LIVELY	07/25/2024	07/25/2024	\$813.00
00086665	HECTOR R LOPEZ	07/25/2024	07/25/2024	\$902.00
00086666	JOSUE LOPEZ	07/25/2024	07/25/2024	\$1,440.00
00086667	GREGORY LOWE	07/25/2024	07/25/2024	\$1,388.00
00086668	ALMA LURRY	07/25/2024	07/25/2024	\$744.00
00086669	DANIELLE C LYLES	07/25/2024	07/25/2024	\$36.00
00086670	ASHOK OR MANJU MADAN	07/25/2024	07/25/2024	\$1,660.00
00086671	EARTHA MADISON JR	07/25/2024	07/25/2024	\$1,619.00
00086672	ARIL MANNING	07/25/2024	07/25/2024	\$768.00
00086673	CARDELL MANNING	07/25/2024	07/25/2024	\$1,226.00
00086674	MARTIN TEMPLE AME ZION CHURCH	07/25/2024	07/25/2024	\$617.00
00086675	GIOVANNI MARTINEZ	07/25/2024	07/25/2024	\$4,456.00
00086676	ANN BESSIE MATHEW	07/25/2024	07/25/2024	\$1,885.00
00086677	RUBY L MATTHEWS	07/25/2024	07/25/2024	\$361.00
00086678	ARTHUR OR VALENCIA MAYFIELD	07/25/2024	07/25/2024	\$325.00
00086679	EVERLEANE B MAYFIELD	07/25/2024	07/25/2024	\$732.00
00086680	WILSON MAYS III	07/25/2024	07/25/2024	\$4,312.00
00086681	GLORIA J HUFF MC QUEEN	07/25/2024	07/25/2024	\$1,811.00
00086682	AAKASH MEHTA	07/25/2024	07/25/2024	\$3,595.00
00086683	CARLOS MENDEZ	07/25/2024	07/25/2024	\$1,267.00
00086684	IGNACIO IBARRA MENDEZ	07/25/2024	07/25/2024	\$2,294.00
00086685	JUAN B MENDEZ	07/25/2024	07/25/2024	\$5,206.00
00086686	JOSE I. MENENDEZ INTERIANO	07/25/2024	07/25/2024	\$6,241.00
00086687	KIMBERLY MERINO	07/25/2024	07/25/2024	\$540.00
00086688	EULOS & BEVERLY MILLER	07/25/2024	07/25/2024	\$3,581.00

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Job Number: 1855006

Check	Payee Name	Check Date	Cancel Date	Check Amount
00086689	APRIL D MITCHELL	07/25/2024	07/25/2024	\$1,984.00
00086690	KINGSLEY M MMEJE	07/25/2024	07/25/2024	\$2,740.00
00086691	LETICIA MONTOYA	07/25/2024	07/25/2024	\$1,853.00
00086692	FELICIA MOODY	07/25/2024	07/25/2024	\$1,002.00
00086693	BILLIE JO MOORE	07/25/2024	07/25/2024	\$623.00
00086694	KAREN MORALES OR ANDREW MORALES	07/25/2024	07/25/2024	\$3,157.00
00086695	MARJIE P MOSLEY	07/25/2024	07/25/2024	\$912.00
00086696	ROY LEE MOSLEY	07/25/2024	07/25/2024	\$1,856.00
00086697	JOE MOTEN JR	07/25/2024	07/25/2024	\$1,407.00
00086698	NADIA MUNDY-WALKER	07/25/2024	07/25/2024	\$1,820.00
00086699	OXFORD MURRAY	07/25/2024	07/25/2024	\$1,269.00
00086700	NGAN FAMILY TRUST	07/25/2024	07/25/2024	\$2,405.00
00086701	HAP THI NGUYEN	07/25/2024	07/25/2024	\$3,941.00
00086702	SELENE NUNEZ LEDEZMA	07/25/2024	07/25/2024	\$1,428.00
00086703	JAMES OGBURN	07/25/2024	07/25/2024	\$664.00
00086704	KATHY OH & TIMOTHY DEBAETS	07/25/2024	07/25/2024	\$6,362.00
00086705	ORANGE COUNTY HOUSING AUTHORITY	07/25/2024	07/25/2024	\$4,884.56
00086706	CHIERE J. OR HAROLD L. OWENS	07/25/2024	07/25/2024	\$1,027.00
00086707	ESTATE OF OLLIE LEE PALMER	07/25/2024	07/25/2024	\$743.00
00086708	TAMARA MELTON PARKS	07/25/2024	07/25/2024	\$2,500.00
00086709	MARIO C PERES	07/25/2024	07/25/2024	\$514.00
00086710	OCTAVIANA PEREZ	07/25/2024	07/25/2024	\$489.00
00086711	PI PROPERTIES NO 34 LLC	07/25/2024	07/25/2024	\$2,570.00
00086712	PI PROPERTIES NO 86 LLC	07/25/2024	07/25/2024	\$1,437.00
00086713	JOSE L PINEDA	07/25/2024	07/25/2024	\$2,034.00
00086714	CLARISSA PINTO RIBEIRO	07/25/2024	07/25/2024	\$1,577.00
00086715	ERIC G PIPKIN	07/25/2024	07/25/2024	\$2,026.00
00086716	MINTHORNE POLE	07/25/2024	07/25/2024	\$156.00
00086717	VELMA POPLAR	07/25/2024	07/25/2024	\$1,482.00
00086718	VALERIE E. PORTER	07/25/2024	07/25/2024	\$1,666.00
00086719	ANDREA Y OR PAMELA EDWARDS POWELL	07/25/2024	07/25/2024	\$808.00
00086720	PRADO REAL ESTATE	07/25/2024	07/25/2024	\$1,906.00
00086721	DIANE PRINCE	07/25/2024	07/25/2024	\$1,089.00
00086722	LAWRENCE M RAMSEY	07/25/2024	07/25/2024	\$4,875.00

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00086723	REAL CHOICE MGMT INC	07/25/2024	07/25/2024	\$8,969.00
00086724	REBECCA OPONG	07/25/2024	07/25/2024	\$1,886.00
00086725	GARY A REECE	07/25/2024	07/25/2024	\$3,446.00
00086726	RENNAL BARNES	07/25/2024	07/25/2024	\$1,256.00
00086727	DANIELA REYES	07/25/2024	07/25/2024	\$1,758.00
00086728	ANDREW REYNOLDS	07/25/2024	07/25/2024	\$384.00
00086729	LADONNA CARTER RIDGWAY	07/25/2024	07/25/2024	\$1,611.00
00086730	MIKE RIOS	07/25/2024	07/25/2024	\$526.00
00086731	RENEE RIOS	07/25/2024	07/25/2024	\$8,756.00
00086732	GILBERTO RIVERA	07/25/2024	07/25/2024	\$1,579.00
00086733	RJS FINANCIAL INC	07/25/2024	07/25/2024	\$4,696.00
00086734	VENUS J M ROBERTS	07/25/2024	07/25/2024	\$959.00
00086735	IRENE OR MARVIN K ROBINSON	07/25/2024	07/25/2024	\$2,224.00
00086736	MICHELLE A GLASPIE ROBINSON	07/25/2024	07/25/2024	\$1,539.00
00086737	ERNIE ROBLES	07/25/2024	07/25/2024	\$2,501.00
00086738	ERIK ROGERS	07/25/2024	07/25/2024	\$4,757.00
00086739	CRISTINA ROJO	07/25/2024	07/25/2024	\$1,320.00
00086740	CINDY ROSS	07/25/2024	07/25/2024	\$1,630.00
00086741	AQUIL SAAFIR	07/25/2024	07/25/2024	\$2,362.00
00086742	SAINT JAMES BUILDING LLC	07/25/2024	07/25/2024	\$5,649.00
00086743	LILLIAN SALDANA-SIMONIAN	07/25/2024	07/25/2024	\$3,468.00
00086744	JOSE SANCHEZ	07/25/2024	07/25/2024	\$1,446.00
00086745	ICILDA SANFORD	07/25/2024	07/25/2024	\$1,725.00
00086746	SANTA FE APARTMENTS CORP	07/25/2024	07/25/2024	\$2,149.00
00086747	SCTHU LLC	07/25/2024	07/25/2024	\$923.00
00086748	SCWJ LLC	07/25/2024	07/25/2024	\$9,811.00
00086749	MAXIMILIANO S & CONCEPCION SEGOVIA	07/25/2024	07/25/2024	\$1,774.00
00086750	THOMAS SELETOS	07/25/2024	07/25/2024	\$1,494.00
00086751	VERGIE E SEYMORE	07/25/2024	07/25/2024	\$3,512.00
00086752	TRACY D SHAW	07/25/2024	07/25/2024	\$1,748.00
00086753	LEE & SARAH SHELTON	07/25/2024	07/25/2024	\$1,378.00
00086754	DEBRA A SHELTON-LOVE	07/25/2024	07/25/2024	\$5,127.00
00086755	MANDI SHERMAN	07/25/2024	07/25/2024	\$1,246.00
00086756	SIOF 4 PROPERTIES LLC	07/25/2024	07/25/2024	\$5,344.00

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Job Number: 1855006

Check	Payee Name	Check Date	Cancel Date	Check Amount
00086757	TATIANA SMITH	07/25/2024	07/25/2024	\$2,669.00
00086758	TYRONE SMITH	07/25/2024	07/25/2024	\$4,618.00
00086759	WILBERT OR LEE ETTA SMITH	07/25/2024	07/25/2024	\$1,580.00
00086760	YOLANDA Y SMITH	07/25/2024	07/25/2024	\$1,333.00
00086761	ONOFRE SNATIAGO JR.	07/25/2024	07/25/2024	\$1,669.00
00086762	SOLA IMPACT FUND II LP	07/25/2024	07/25/2024	\$530.00
00086763	ASHOK K SOOD OR SUSHAM SOOD	07/25/2024	07/25/2024	\$5,377.00
00086764	SOUTHWESTERN ENTERPRISES	07/25/2024	07/25/2024	\$3,093.00
00086765	DEBRA E SPEARS	07/25/2024	07/25/2024	\$2,049.00
00086766	RICKY A SPIRES	07/25/2024	07/25/2024	\$1,557.00
00086767	ST AMANT PROPERTIES LLC	07/25/2024	07/25/2024	\$3,385.00
00086768	JOHNNY STALLWORTH II	07/25/2024	07/25/2024	\$1,037.00
00086769	ALEX STAMIRES	07/25/2024	07/25/2024	\$10,253.00
00086770	STANDARD AVENUE APARTMENTS LP	07/25/2024	07/25/2024	\$1,747.00
00086771	STANLEY & LEATRICE JOHNSON	07/25/2024	07/25/2024	\$1,159.00
00086772	JOSEPH STEPHEN	07/25/2024	07/25/2024	\$5,132.00
00086773	KHALID STEVENS	07/25/2024	07/25/2024	\$5,560.00
00086774	SYCLE GROUP LLC	07/25/2024	07/25/2024	\$4,265.00
00086775	TERRY LYNN TASBY	07/25/2024	07/25/2024	\$786.00
00086776	DELETHA TAYLOR	07/25/2024	07/25/2024	\$1,442.00
00086777	JACQUELINE TAYLOR	07/25/2024	07/25/2024	\$2,168.00
00086778	LAVERNE TAYLOR	07/25/2024	07/25/2024	\$787.00
00086779	TDB CONSULTING SOLUTIONS INC	07/25/2024	07/25/2024	\$8,015.00
00086780	THE EAGLES LIVING TRUST/	07/25/2024	07/25/2024	\$1,634.00
00086781	THE JETTIE K BUTLER TRUST ESTATE	07/25/2024	07/25/2024	\$1,590.00
00086782	THE PRUDE FAMILY TRUST	07/25/2024	07/25/2024	\$1,547.00
00086783	EVELYN THIBEAUX	07/25/2024	07/25/2024	\$678.00
00086784	PAMELA THOMAS ANDERSON	07/25/2024	07/25/2024	\$1,568.00
00086785	LISA THOMAS RAMIREZ	07/25/2024	07/25/2024	\$1,869.00
00086786	BERDIS THOMPSON	07/25/2024	07/25/2024	\$560.00
00086787	JERRY D THORNTON	07/25/2024	07/25/2024	\$1,747.00
00086788	EVA J TOLBERT	07/25/2024	07/25/2024	\$6,813.00
00086789	ALEXANDRU TOLOCENCO	07/25/2024	07/25/2024	\$1,134.00
00086790	KEVIN L TUCKER	07/25/2024	07/25/2024	\$2,089.00

City of Compton
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Job Number: 1855006

Check	Payee Name	Check Date	Cancel Date	Check Amount
00086791	TURMEL WOODS	07/25/2024	07/25/2024	\$2,019.00
00086792	TURNER BOBBIT IRREVOCABLE TRUST	07/25/2024	07/25/2024	\$1,213.00
00086793	ARENA M. TURNER-COPELAND	07/25/2024	07/25/2024	\$649.00
00086794	JOSEPHINE TWINE	07/25/2024	07/25/2024	\$1,437.00
00086795	MJENZI R UJAMAA	07/25/2024	07/25/2024	\$3,037.00
00086796	URBAN STREET VENTURES INC	07/25/2024	07/25/2024	\$6,662.00
00086797	IRENE URIBE	07/25/2024	07/25/2024	\$1,744.00
00086798	GLORIA VALDEZ	07/25/2024	07/25/2024	\$1,257.00
00086799	SHEILA VASQUEZ	07/25/2024	07/25/2024	\$1,534.00
00086800	FREDESVINDA VELAZQUEZ	07/25/2024	07/25/2024	\$1,575.00
00086801	ALTAGRACIA VENEGAS	07/25/2024	07/25/2024	\$1,460.00
00086802	JOSE MANUEL VILLALOBOS	07/25/2024	07/25/2024	\$587.00
00086803	DONALD S WADE	07/25/2024	07/25/2024	\$963.00
00086804	DIANE WALDER GROOMES	07/25/2024	07/25/2024	\$1,635.00
00086805	DARREN WALKER	07/25/2024	07/25/2024	\$1,727.00
00086806	JAMES WALKER	07/25/2024	07/25/2024	\$1,002.00
00086807	GAIL M WASHINGTON	07/25/2024	07/25/2024	\$726.00
00086808	WATTS LABOR COMMUNITY ACTION	07/25/2024	07/25/2024	\$707.00
00086809	WILLIE A WATTS-TROUTMAN	07/25/2024	07/25/2024	\$479.00
00086810	JESSE R or YVONNE A WEBB	07/25/2024	07/25/2024	\$2,365.00
00086811	WESTM L LLC	07/25/2024	07/25/2024	\$8,887.00
00086812	WILLIAM L. EDWARDS AND	07/25/2024	07/25/2024	\$7,550.00
00086813	MONIQUE WILKES	07/25/2024	07/25/2024	\$3,912.00
00086814	LTASHIKA WILLIAMS	07/25/2024	07/25/2024	\$1,704.00
00086815	TYRONE OR GERALDINE WILLIAMS	07/25/2024	07/25/2024	\$2,882.00
00086816	MARIE WILLIS	07/25/2024	07/25/2024	\$1,607.00
00086817	WISE CAPITAL LLC	07/25/2024	07/25/2024	\$1,391.00
00086818	JOHNNY OR PEGGIE WITHERS	07/25/2024	07/25/2024	\$8,513.00
00086819	BILLIE WOODS	07/25/2024	07/25/2024	\$1,326.00
00086820	BARUCH YISRAEL	07/25/2024	07/25/2024	\$2,552.00

** SORT TOTALS **

Cancelled: \$17,350,706.50

City of Compton
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Job Number: 1855006

Check	Payee Name	Check Date	Cancel Date	Check Amount
			EP Group Total:	\$17,350,706.50
00002054	CDWG	07/09/2024		\$62.68
00002055	STRADLING YOCCA CARLSON & RAUTH	07/09/2024		\$780.00
00002056	MOBILE MINI INC	07/16/2024		\$334.70
00002057	NEW WEST LANDSCAPING	07/16/2024		\$6,073.00
** SORT TOTALS **				
			Issued:	\$7,250.38
			SA Group Total:	\$7,250.38
** GRAND TOTALS **			Grand Total:	\$32,706,567.39

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Job Number: 1858122

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269570	ACP CREATIVIT LLC	08/08/2024		\$3,262.96
00269571	BRANDY ADAIR	08/08/2024		\$6,720.00
00269572	ALLIANT INSURANCE SERVICES INC	08/08/2024		\$454.00
00269573	KESI ARMSTRONG	08/08/2024		\$75.00
00269574	AT&T	08/08/2024		\$171.62
00269575	BD WHITE TOP SOIL CO INC	08/08/2024		\$998.59
00269576	RONALD S. BILAL	08/08/2024		\$22,000.00
00269577	TERMIKERLYN BLACK	08/08/2024		\$300.00
00269578	BLUE DIAMOND MATERIALS	08/08/2024		\$6,592.31
00269579	BLUETRITON BRANDS INC	08/08/2024		\$337.47
00269580	ELIJAH BROOKS	08/08/2024		\$248.03
00269581	C3 OFFICE SOLUTIONS LLC	08/08/2024		\$1,588.08
00269582	CHARTER COMMUNICATIONS HOLDINGS LLC	08/08/2024		\$4,111.68
00269583	CITY OF DOWNEY	08/08/2024		\$184,716.00
00269584	CIVIL SOURCE INC	08/08/2024		\$15,189.43
00269585	BYRON DAVIS	08/08/2024		\$275.00
00269586	BENITA DIXON	08/08/2024		\$300.00
00269587	DS SERVICES OF AMERICA INC	08/08/2024		\$44.97
00269588	E.S.R PLUMBING & HARDWARE SUPPLIES	08/08/2024		\$188.15
00269589	JANET EARL	08/08/2024		\$75.00
00269590	FERGUSON ENTERPRISES INC	08/08/2024		\$33,188.89
00269591	FRONTIER CALIFORNIA INC	08/08/2024		\$414.23
00269592	LATANYA DENISE GANTER	08/08/2024		\$300.00
00269593	GOVERNMENTJOBS.COM INC	08/08/2024		\$13,909.40
00269594	GRAINGER	08/08/2024		\$1,340.24
00269595	JENNIFER ANN GRANT	08/08/2024		\$300.00
00269596	KAREN MICHELLE HARRIS	08/08/2024		\$75.00
00269597	HASA INC	08/08/2024		\$1,945.31
00269598	HAWTHORNE ELECTRIC SUPPLY	08/08/2024		\$5,672.65
00269599	INNOVATIVE PLAYGROUNDS COMPANY INC	08/08/2024		\$2,076.71
00269600	JAIS PARTY RENTALS	08/08/2024		\$500.00
00269601	JMDIAZ INC	08/08/2024		\$6,156.65
00269602	JOHN L HUNTER & ASSOCIATES INC	08/08/2024		\$29,901.29
00269603	HAROLD JOHNSON	08/08/2024		\$2,550.00

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Job Number: 1858122

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269604	MILDRED JOHNSON	08/08/2024		\$75.00
00269605	JUDICIAL COUNCIL OF CALIFORNIA	08/08/2024		\$16,979.00
00269606	KALMIKOV ENTERPRISES INC	08/08/2024		\$19,779.00
00269607	L N CURTIS AND SON	08/08/2024		\$7,620.21
00269608	LIBERTY UTILITIES (PARK WATER) CORP	08/08/2024		\$2,191.79
00269609	LOS ANGELES AREA FIRE CHIEFS ASSOC	08/08/2024		\$850.00
00269610	MARK THOMAS & COMPANY INC	08/08/2024		\$119,526.16
00269611	ROSALIND MCGARY	08/08/2024		\$75.00
00269612	LOUIS MENDOZA	08/08/2024		\$624.80
00269613	CLAUDIA MIJARES	08/08/2024		\$431.04
00269614	NATIONAL PLANT SERVICES INC	08/08/2024		\$64,480.00
00269615	NEW WEST LANDSCAPING	08/08/2024		\$5,250.00
00269616	AUSTIN OKONTA	08/08/2024		\$171.00
00269617	DANIEL OLIVIER	08/08/2024		\$275.00
00269618	ONLINE SOLUTIONS LLC	08/08/2024		\$52,500.00
00269619	ADRIANA OROZCO	08/08/2024		\$75.00
00269620	PAY PLUS BENEFITS INC	08/08/2024		\$728.20
00269621	QUINN COMPANY	08/08/2024		\$4,989.14
00269622	REVENUE & COST SPECIALIST LLC	08/08/2024		\$22,020.00
00269623	ROADLINE PRODUCTS INC USA	08/08/2024		\$4,889.26
00269624	ROCKFORD GRAY LLC	08/08/2024		\$1,540.00
00269625	SBRK FINANCE HOLDINGS INC.	08/08/2024		\$25,160.00
00269626	Secure A Door	08/08/2024		\$5,810.07
00269627	ROBERTO SMITH	08/08/2024		\$400.00
00269628	SO CA EDISON	08/08/2024		\$15,817.08
00269629	SOUTH BAY CITIES	08/08/2024		\$25,500.00
00269630	SOUTHERN CALIFORNIA GAS COMPANY	08/08/2024		\$1,200.51
00269631	STAPLES ADVANTAGE	08/08/2024		\$356.83
00269632	T-MOBILE USA INC	08/08/2024		\$1,522.33
00269633	TANDYM GROUP LLC	08/08/2024		\$1,339.50
00269634	THE SHERWIN-WILLIAMS COMPANY	08/08/2024		\$149.92
00269635	ANGELA THOMAS	08/08/2024		\$75.00
00269636	SYREETA TYRELL	08/08/2024		\$250.00
00269637	ULINE INC	08/08/2024		\$10,465.95

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Check	Payee Name	Check Date	Cancel Date	Check Amount
00269638	UNION PACIFIC RAILROAD CO	08/08/2024		\$6,765.98
00269639	UNITED HEALTHCARE INSURANCE CO	08/08/2024		\$26,235.66
00269640	UNUM LIFE INSURANCE CO OF AMERICA	08/08/2024		\$6,853.15
00269641	VISION SERVICE PLAN	08/08/2024		\$7,118.99
00269642	W. FRANK NEWTON INC	08/08/2024		\$9,539.29
00269643	WATER WARRIORS	08/08/2024		\$24,950.00
00269644	WAXIE'S ENTERPRISES INC	08/08/2024		\$14,211.67
00269645	WILLDAN ENGINEERING	08/08/2024		\$32,876.25
00269646	AT & T	08/14/2024		\$401.91
00269647	BEADOR CONSTRUCTION COMPANY INC	08/14/2024		\$698,033.27
00269648	RONALD S. BILAL	08/14/2024		\$7,333.00
00269649	LUCY CLARK	08/14/2024		\$950.00
00269650	CLINICAL LAB OF SAN BERNARDINO	08/14/2024		\$1,322.00
00269651	Void - Continued Stub	08/14/2024		\$0.00
00269652	Void - Continued Stub	08/14/2024		\$0.00
00269653	Void - Continued Stub	08/14/2024		\$0.00
00269654	Void - Continued Stub	08/14/2024		\$0.00
00269655	COMPTON MUNICIPAL WATER CO	08/14/2024		\$28,609.40
00269656	DUNN-EDWARDS CORPORATION	08/14/2024		\$17,412.15
00269657	TANESHA HUDSON	08/14/2024		\$250.00
00269658	INFOSEND INC	08/14/2024		\$13,930.45
00269659	HAROLD JOHNSON	08/14/2024		\$1,125.00
00269660	KALMIKOV ENTERPRISES INC	08/14/2024		\$19,779.00
00269661	LA SHAWN R KINDLE YOUNG	08/14/2024		\$20.00
00269662	M V TRANSPORTATION INC	08/14/2024		\$126,322.25
00269663	MDJ MANAGEMENT LLC	08/14/2024		\$119,475.28
00269664	BRANDON MIMS	08/14/2024		\$2,397.96
00269665	MAURICE MORRIS	08/14/2024		\$250.00
00269666	KIM POWELL	08/14/2024		\$250.00
00269667	ROADLINE PRODUCTS INC USA	08/14/2024		\$992.25
00269668	SO CA EDISON	08/14/2024		\$79,935.52
00269669	THE POOL CENTER INC	08/14/2024		\$101,500.00
00269670	WATER REPLENISHMENT DISTRICT	08/14/2024		\$247,861.08
00269671	BRANDON MIMS	08/15/2024		\$2,397.96

City of Compton
Simplified Consolidated Checks Register

08/01/2024 to 08/31/2024

Job Number: 1861108

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269672	ALVIN CURTIS	08/20/2024		\$131.39
00269673	LEAF CAPITAL FUNDING LLC	08/20/2024		\$3,463.33
00269674	AUSTIN UBA OKONTA	08/20/2024		\$15.00
00269675	CHARLES RAMIREZ	08/20/2024		\$267.91
00269676	BRYAN SPRAGG	08/20/2024		\$600.00
00269677	RAFAEL TEJEDA	08/20/2024		\$128.00
00269678	AMERICAN RECLAMATION INC	08/20/2024		\$61,338.52
00269679	BRIGHTVIEW LANDSCAPE SERVICES INC	08/20/2024		\$8,242.00
00269680	BUILDRITE INC	08/20/2024		\$1,000.00
00269681	JUANITA GREEN-WRIGHT	08/20/2024		\$150.00
00269682	HASA INC	08/20/2024		\$625.00
00269683	MONA JONES	08/20/2024		\$150.00
00269684	KEY OF KNOWLEDGE	08/20/2024		\$600.00
00269685	ALEXANDER MARTINEZ	08/20/2024		\$1,000.00
00269686	CECIL J. OJEDA III	08/20/2024		\$150.00
00269687	DIEGO RAMIREZ	08/20/2024		\$150.00
00269688	MARK R SMITH	08/20/2024		\$150.00
00269689	UNITED PACIFIC SERVICES INC	08/20/2024		\$28,566.00
00269690	5 ELEVEN HOOPS LLC	08/27/2024		\$250.00
00269691	AT&T	08/27/2024		\$272.85
00269692	AT&T CORP	08/27/2024		\$4,561.24
00269693	ATKINSON ANDELSON LOYA RUUD & ROMO	08/27/2024		\$21,079.00
00269694	BRIGHTVIEW LANDSCAPE SERVICES INC	08/27/2024		\$8,242.00
00269695	PETER JOSEPH BUCKNAM	08/27/2024		\$16,943.75
00269696	C3 OFFICE SOLUTIONS LLC	08/27/2024		\$1,588.08
00269697	CA CONTRACT CITIES ASSOC	08/27/2024		\$6,500.00
00269698	CA MUNICIPAL TREASURERS ASSOC	08/27/2024		\$550.00
00269699	CAMINO REAL CHEVROLET	08/27/2024		\$66,509.41
00269700	CIVIL SOURCE INC	08/27/2024		\$840.00
00269701	COMMERCIAL PEST SERVICES	08/27/2024		\$3,000.00
00269702	COSCO FIRE PROTECTION INC	08/27/2024		\$165.00
00269703	WENDELL DAVIS SR	08/27/2024		\$125.00
00269704	DS SERVICES OF AMERICA INC	08/27/2024		\$132.30
00269705	E.S.R PLUMBING & HARDWARE SUPPLIES	08/27/2024		\$809.67

City of Compton
Simplified Consolidated Checks Register

08/01/2024 to 08/31/2024

Job Number: 1863476

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269706	ELEVATE PUBLIC AFFAIRS LLC	08/27/2024		\$600.00
00269707	ANNA MARIE ERLLENMEYER	08/27/2024		\$700.00
00269708	FEDERAL EXPRESS CORP	08/27/2024		\$173.69
00269709	FERGUSON ENTERPRISES INC	08/27/2024		\$82,254.70
00269710	FERGUSON ENTERPRISES INC	08/27/2024		\$15,108.39
00269711	COLLEE FIELDS	08/27/2024		\$250.00
00269712	FONTENOT TOW SERVICE	08/27/2024		\$395.00
00269713	DENNIS J. FREEMAN	08/27/2024		\$6,336.50
00269714	FRONTIER CALIFORNIA INC	08/27/2024		\$105.36
00269715	TELEISA GLENN	08/27/2024		\$250.00
00269716	CALICIA GODWIN	08/27/2024		\$109.49
00269717	GORROCINO ROOFING INC	08/27/2024		\$1,000.00
00269718	GUSTAVO CARILLO	08/27/2024		\$110.00
00269719	HARDY & HARPER INC	08/27/2024		\$78,052.00
00269720	HDL COREN AND CONE	08/27/2024		\$1,925.00
00269721	HORIZONS CONSTRUCTION CO	08/27/2024		\$132,359.94
00269722	TANESHA HUDSON	08/27/2024		\$294.88
00269723	INSIGHT PUBLIC SECTOR INC	08/27/2024		\$14,918.90
00269724	JENDO INVESTMENT INC	08/27/2024		\$1,754.00
00269725	JOHN L HUNTER & ASSOCIATES INC	08/27/2024		\$24,678.25
00269726	JOHN M CRUIKSHANK CONSULTANTS INC	08/27/2024		\$2,332.25
00269727	JOHNSON CONTROLS INC	08/27/2024		\$6,781.25
00269728	LIBERTY UTILITIES (PARK WATER) CORP	08/27/2024		\$1,163.90
00269729	LUXURY GLASS TINTING INC	08/27/2024		\$2,000.00
00269730	TANISHA MACK	08/27/2024		\$250.00
00269731	MOORE IACOFANO GOLTSMAN INC	08/27/2024		\$85,179.00
00269732	ANTONIO PARRA NAVARRETE	08/27/2024		\$379.82
00269733	EDGARDO NIETO	08/27/2024		\$1,000.00
00269734	NV5 INC	08/27/2024		\$575.00
00269735	PACIFIC COAST ELEVATOR CORPORATION	08/27/2024		\$1,860.00
00269736	PRICE PAIGE & CO CPA LLC	08/27/2024		\$6,777.00
00269737	LORENA RAMOS	08/27/2024		\$189.56
00269738	JUAN C RECINOS	08/27/2024		\$550.00
00269739	REVENUE & COST SPECIALIST LLC	08/27/2024		\$12,075.00

City of Compton
Simplified Consolidated Checks Register

08/01/2024 to 08/31/2024

Job Number: 1863476

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269740	DAWN RILES	08/27/2024		\$21.51
00269741	ROBERT HALF FINANCE AND ACCOUNTING	08/27/2024		\$6,436.20
00269742	VICTOR J SANCHEZ	08/27/2024		\$110.25
00269743	SCA OF CA LLC	08/27/2024		\$69,530.39
00269744	PAUL SEGOVIA	08/27/2024		\$435.91
00269745	TRIPHENIA SIMMONS	08/27/2024		\$100.23
00269746	RICO SMITH	08/27/2024		\$121.01
00269747	ROBERTO SMITH	08/27/2024		\$100.00
00269748	SO CA EDISON	08/27/2024		\$4,785.27
00269749	SOUTHERN CALIFORNIA GAS COMPANY	08/27/2024		\$192.76
00269750	STAPLES ADVANTAGE	08/27/2024		\$489.98
00269751	TOTAL CORPORATE SOLUTIONS	08/27/2024		\$394.20
00269752	TOWNSEND PUBLIC AFFAIRS INC	08/27/2024		\$8,000.00
00269753	UNITED HEALTHCARE INSURANCE CO	08/27/2024		\$26,924.74
00269754	UNITED PACIFIC SERVICES INC	08/27/2024		\$106,583.00
00269755	UNUM LIFE INSURANCE CO OF AMERICA	08/27/2024		\$7,086.85
00269756	VIZCARRAS CONSTRUCTION INC	08/27/2024		\$1,000.00
00269757	WATERLINE TECHNOLOGIES INC	08/27/2024		\$9,338.17
00269758	LUCILLE B WRIGHT	08/27/2024		\$300.00
00269759	ZORRO LANDSCAPING INC.	08/27/2024		\$1,600.00
00269760	Anita Zeigler	08/29/2024		\$11.00
00269761	ARLO PROPERTIES LLC	08/29/2024		\$895.00
00269762	JESUS F. CARDENAS	08/29/2024		\$1,570.00
00269763	THURSTON C CARLOCK II	08/29/2024		\$2,681.00
00269764	CMC REALTY & LENDING CORP.	08/29/2024		\$4,402.00
00269765	AMUNIQUE M. HACKETT	08/29/2024		\$7.00
00269766	HTW MANAGEMENT	08/29/2024		\$1,228.00
00269767	DELANO JOHNSON	08/29/2024		\$11.00
00269768	CLAUDE E JONES	08/29/2024		\$6,054.00
00269769	LACOUNTY HOUSING LP	08/29/2024		\$1,541.00
00269770	PA26 LLC	08/29/2024		\$6,841.00
00269771	ALEJANDRO SANCHEZ	08/29/2024		\$3,096.00
00269772	CYNTHIA VAUGHN	08/29/2024		\$4.00
00269773	WHITFIELD MANOR II LP	08/29/2024		\$1,360.00

City of Compton
Simplified Consolidated Checks Register

08/01/2024 to 08/31/2024

Job Number: 1864225

Check	Payee Name	Check Date	Cancel Date	Check Amount
** SORT TOTALS **				
			Issued:	\$3,300,620.76
			Reversed:	\$51,609.96
			AP Group Total:	\$3,352,230.72
00086821	PUBLIC EMPLOYEES RETIREMENT SYSTEM	08/06/2024	08/06/2024	\$211,431.86
00086822	PUBLIC EMPLOYEES RETIREMENT SYSTEM	08/06/2024	08/06/2024	\$829,706.47
00086823	PUBLIC EMPLOYEES RETIREMENT SYSTEM	08/27/2024	08/27/2024	\$845,806.47
00086824	1510 N WILLOWBROOK LLC	08/29/2024	08/29/2024	\$3,481.00
00086825	420 ACACIA LLC	08/29/2024	08/29/2024	\$1,670.00
00086826	527-531 W ROSECRANS AVE LLC	08/29/2024	08/29/2024	\$6,845.00
00086827	708NTAMARIND LLC	08/29/2024	08/29/2024	\$6,484.00
00086828	ACCESS COMMUNITY HOUSING	08/29/2024	08/29/2024	\$18,922.00
00086829	ANTHONY L ADAMS SR	08/29/2024	08/29/2024	\$61.00
00086830	SADIE M ADDISON	08/29/2024	08/29/2024	\$547.00
00086831	PAVAN AGARWAL	08/29/2024	08/29/2024	\$1,098.00
00086832	BEATRYCE AND ALEXANDER	08/29/2024	08/29/2024	\$640.00
00086833	H DAVID & HAIDEH VIJEH ALEXANDER	08/29/2024	08/29/2024	\$1,352.00
00086834	SANDRA ALFARO	08/29/2024	08/29/2024	\$1,513.00
00086835	MICAH ALI	08/29/2024	08/29/2024	\$3,222.00
00086836	EARL B ALLEN	08/29/2024	08/29/2024	\$1,200.00
00086837	ANGEL ALVAREZ	08/29/2024	08/29/2024	\$1,646.00
00086838	AMAEI INVESTMENT LLC	08/29/2024	08/29/2024	\$1,858.00
00086839	JUANITA ANDERSON	08/29/2024	08/29/2024	\$4,986.00
00086840	EFREN AND MARIA LUZ ANDRADE	08/29/2024	08/29/2024	\$1,600.00
00086841	MICHAEL C ANDRY	08/29/2024	08/29/2024	\$1,173.00
00086842	Anguiano Rodriguez	08/29/2024	08/29/2024	\$1,440.00
00086843	EL MICHAEL ARMSTRONG	08/29/2024	08/29/2024	\$4,893.00
00086844	EULA ARMSTRONG	08/29/2024	08/29/2024	\$2,172.00
00086845	GEORGE ARMSTRONG	08/29/2024	08/29/2024	\$1,080.00
00086846	ARNETA R OR BEVERLY FINNEY	08/29/2024	08/29/2024	\$1,669.00
00086847	BLANCA ARRIOLA	08/29/2024	08/29/2024	\$2,113.00

City of Compton
Simplified Consolidated Checks Register

08/01/2024 to 08/31/2024

Job Number: 1864226

Check	Payee Name	Check Date	Cancel Date	Check Amount
00086848	AUTUMN WIND LLC	08/29/2024	08/29/2024	\$3,689.00
00086849	SAUTI L BARAKA	08/29/2024	08/29/2024	\$1,392.00
00086850	CAROL A BEAL	08/29/2024	08/29/2024	\$1,588.00
00086851	KENNETH R BENSON SR	08/29/2024	08/29/2024	\$1,824.00
00086852	MELANIE BERRY	08/29/2024	08/29/2024	\$7,731.00
00086853	ANTHONY BERRY-SMITH	08/29/2024	08/29/2024	\$360.00
00086854	WILLIE G BOLDEN	08/29/2024	08/29/2024	\$2,804.00
00086855	JOSEPH V BRADLEY	08/29/2024	08/29/2024	\$2,652.00
00086856	GONZELLA BRAME	08/29/2024	08/29/2024	\$1,469.00
00086857	ALFRED C. BROOKS	08/29/2024	08/29/2024	\$3,099.00
00086858	CAROLYN D BROWN	08/29/2024	08/29/2024	\$8,029.00
00086859	LARENCE BROWN	08/29/2024	08/29/2024	\$1,178.00
00086860	SHIRLEY ANN BROWN	08/29/2024	08/29/2024	\$1,076.00
00086861	JEWEL BROWN-WHITE	08/29/2024	08/29/2024	\$1,396.00
00086862	BRUMFIELD FAMILY TRUST	08/29/2024	08/29/2024	\$1,254.00
00086863	BRYON LEWIS ESTATE	08/29/2024	08/29/2024	\$1,946.00
00086864	DOROTHY BURNETT	08/29/2024	08/29/2024	\$467.00
00086865	WALLACE ANDERSON BURNEY III	08/29/2024	08/29/2024	\$1,318.00
00086866	GEORGE CALCOTE	08/29/2024	08/29/2024	\$1,355.00
00086867	JOHN A & TOMMIE J CALLEGARI	08/29/2024	08/29/2024	\$1,643.00
00086868	EDUARDO A CANAS	08/29/2024	08/29/2024	\$2,248.00
00086869	CARMEN A HERRERA AND	08/29/2024	08/29/2024	\$562.00
00086870	MANUEL CASTANEDA JR	08/29/2024	08/29/2024	\$1,371.00
00086871	TONY XIA CHEN	08/29/2024	08/29/2024	\$691.00
00086872	DONELDA LAKE CHRISPELL	08/29/2024	08/29/2024	\$1,245.00
00086873	CITY OF INGLEWOOD	08/29/2024	08/29/2024	\$5,552.89
00086874	SADIE COLEMAN	08/29/2024	08/29/2024	\$151.00
00086875	COMPTON HOLDINGS LLC	08/29/2024	08/29/2024	\$3,267.00
00086876	COMPTON SENIOR APARTMENTS LP	08/29/2024	08/29/2024	\$7,010.00
00086877	JOHN B CRAWFORD	08/29/2024	08/29/2024	\$5,117.00
00086878	CRISANTO & CARMEN NEVAREZ TRUST	08/29/2024	08/29/2024	\$1,941.00
00086879	BRENDA CUMMINGS	08/29/2024	08/29/2024	\$832.00
00086880	CURRY TEMPLE SR APT LTD PARTNERSHIP	08/29/2024	08/29/2024	\$1,036.00
00086881	DELORIS CURTIS	08/29/2024	08/29/2024	\$947.00

City of Compton
Simplified Consolidated Checks Register

08/01/2024 to 08/31/2024

Job Number: 1864226

Check	Payee Name	Check Date	Cancel Date	Check Amount
00086882	VINCENT DAMATO	08/29/2024	08/29/2024	\$3,424.00
00086883	KEVIN DANG	08/29/2024	08/29/2024	\$1,469.00
00086884	GARY L. DANIELS	08/29/2024	08/29/2024	\$758.00
00086885	FESIA A DAVENPORT	08/29/2024	08/29/2024	\$1,293.00
00086886	CATHERINE DAVIS	08/29/2024	08/29/2024	\$448.00
00086887	RAUL DAVIS	08/29/2024	08/29/2024	\$1,576.00
00086888	DAWN PATROL LLC	08/29/2024	08/29/2024	\$1,269.00
00086889	JOSE C DE CASAS	08/29/2024	08/29/2024	\$1,570.00
00086890	MOISES DE LA TORRE	08/29/2024	08/29/2024	\$520.00
00086891	DEBORAH R. JONES-EAZEL TRUSTEE	08/29/2024	08/29/2024	\$1,764.00
00086892	DENIA L FERGUSON FAMILY TRUST	08/29/2024	08/29/2024	\$2,887.00
00086893	DESIDERIO LLC	08/29/2024	08/29/2024	\$675.00
00086894	TAMANA K. DHALIWAL-GOODLOE	08/29/2024	08/29/2024	\$2,512.00
00086895	IRMA L DIAZ	08/29/2024	08/29/2024	\$5,352.00
00086896	LAWRENCE DIGGS	08/29/2024	08/29/2024	\$795.00
00086897	BERDIE DILLON	08/29/2024	08/29/2024	\$1,496.00
00086898	DOROTHA CALLOWAY RVOC LIVING TRUST	08/29/2024	08/29/2024	\$1,566.00
00086899	VERA R DOUGLAS	08/29/2024	08/29/2024	\$2,443.00
00086900	DREAM PROPERTY MANAGEMENT LLC	08/29/2024	08/29/2024	\$1,382.00
00086901	ROY E DUMAS	08/29/2024	08/29/2024	\$3,536.00
00086902	E & E FAMILY PROPERTIES LLC	08/29/2024	08/29/2024	\$7,660.00
00086903	ALICE J EDWARDS	08/29/2024	08/29/2024	\$1,111.00
00086904	ELIEZER ENGEL & THE DORN	08/29/2024	08/29/2024	\$3,362.00
00086905	LILLIE ENGLISH	08/29/2024	08/29/2024	\$216.00
00086906	ERICK R. ETHERIDGE	08/29/2024	08/29/2024	\$3,273.00
00086907	EVA GROVER	08/29/2024	08/29/2024	\$3,202.00
00086908	CORLISS EVANS	08/29/2024	08/29/2024	\$2,019.00
00086909	EXCELLENCE OF LYNWOOD INC	08/29/2024	08/29/2024	\$1,024.00
00086910	FAITHFUL CHURCH OF GOD IN CHRIST	08/29/2024	08/29/2024	\$889.00
00086911	FAITHFUL RED LLC	08/29/2024	08/29/2024	\$5,143.00
00086912	WESLEY J FARRELL	08/29/2024	08/29/2024	\$472.00
00086913	RUBEN FLOOD JR	08/29/2024	08/29/2024	\$1,003.00
00086914	JERMAINE FRANKLIN	08/29/2024	08/29/2024	\$1,499.00
00086915	JULIE S FRENCH	08/29/2024	08/29/2024	\$1,576.00

City of Compton
Simplified Consolidated Checks Register

08/01/2024 to 08/31/2024

Job Number: 1864226

Check	Payee Name	Check Date	Cancel Date	Check Amount
00086916	SAMUEL D. GARCIA	08/29/2024	08/29/2024	\$2,051.00
00086917	ALPHONZO OR WILLIE MAE GARLAND	08/29/2024	08/29/2024	\$1,830.00
00086918	UTA GARRETT	08/29/2024	08/29/2024	\$1,240.00
00086919	VICTOR GARRETT	08/29/2024	08/29/2024	\$1,646.00
00086920	GHE RENTALS LLC	08/29/2024	08/29/2024	\$4,219.00
00086921	MINNIE GIBSON FAMILY TRUST	08/29/2024	08/29/2024	\$1,134.00
00086922	RAUL GODINEZ	08/29/2024	08/29/2024	\$1,053.00
00086923	ALBELARDO GONZALEZ	08/29/2024	08/29/2024	\$1,689.00
00086924	CARMEN GONZALEZ	08/29/2024	08/29/2024	\$3,405.00
00086925	TAMESHIA GOODIN	08/29/2024	08/29/2024	\$3,450.00
00086926	LOIS CARROLL GOODLOE	08/29/2024	08/29/2024	\$734.00
00086927	CRAIG D GORDON	08/29/2024	08/29/2024	\$1,836.00
00086928	CHARLESTON J GRANTHAM	08/29/2024	08/29/2024	\$846.00
00086929	GREEN4 LLC	08/29/2024	08/29/2024	\$2,977.00
00086930	DE ANDRE D GREENE	08/29/2024	08/29/2024	\$2,801.00
00086931	CHARMAINE Y GUMMS	08/29/2024	08/29/2024	\$1,250.00
00086932	DONALD RAY HALL	08/29/2024	08/29/2024	\$2,982.00
00086933	JONATHAN HAMMOND SR	08/29/2024	08/29/2024	\$747.00
00086934	DAVID HANCOCK	08/29/2024	08/29/2024	\$5,576.00
00086935	FRANK HARRIS JR	08/29/2024	08/29/2024	\$1,679.00
00086936	IVRY HARRIS	08/29/2024	08/29/2024	\$1,860.00
00086937	LOUIS D HARRIS	08/29/2024	08/29/2024	\$5,932.00
00086938	HATTIE E MCDANIEL LIVING TRUST	08/29/2024	08/29/2024	\$820.00
00086939	SHAWN HAWKINS	08/29/2024	08/29/2024	\$2,330.00
00086940	PHYLLIS HAYES	08/29/2024	08/29/2024	\$1,316.00
00086941	HEALTHCARE CAREER	08/29/2024	08/29/2024	\$1,559.00
00086942	LONEAR W HEARD-DAVIS	08/29/2024	08/29/2024	\$3,356.00
00086943	ALBERT L HEARVEY	08/29/2024	08/29/2024	\$1,576.00
00086944	RAFAEL HEREDIA	08/29/2024	08/29/2024	\$8,227.00
00086945	KATHERYN HERRERA	08/29/2024	08/29/2024	\$1,531.00
00086946	LOTTIE H HILLIARD	08/29/2024	08/29/2024	\$3,760.00
00086947	RORY D. HILLS	08/29/2024	08/29/2024	\$2,595.00
00086948	WAIL HINDI	08/29/2024	08/29/2024	\$9,523.00
00086949	NICHOLAS S HOGAN	08/29/2024	08/29/2024	\$1,228.00

City of Compton
Simplified Consolidated Checks Register

08/01/2024 to 08/31/2024

Job Number: 1864226

Check	Payee Name	Check Date	Cancel Date	Check Amount
00086950	BENJAMIN L. HOLIFIELD	08/29/2024	08/29/2024	\$456.00
00086951	KEVIN OR SHEREDA HOLMES	08/29/2024	08/29/2024	\$1,936.00
00086952	LEON C HOLMES	08/29/2024	08/29/2024	\$738.00
00086953	JESSIE LEE HOWARD	08/29/2024	08/29/2024	\$1,452.00
00086954	JOAN HUGHES	08/29/2024	08/29/2024	\$1,651.00
00086955	KENNETH OR CHERYL HUNTER	08/29/2024	08/29/2024	\$1,795.00
00086956	RICARDO IBARRA	08/29/2024	08/29/2024	\$1,331.00
00086957	MICHAEL IRVING	08/29/2024	08/29/2024	\$2,435.00
00086958	KIPLING JACKSON OR PAMELA WILLIAMS	08/29/2024	08/29/2024	\$1,987.00
00086959	CHARLES L & SANDRA E A JACKSON	08/29/2024	08/29/2024	\$2,901.00
00086960	SHANNON JACKSON	08/29/2024	08/29/2024	\$1,492.00
00086961	THERON JACKSON	08/29/2024	08/29/2024	\$1,752.00
00086962	JACQUELINE A. CELESTINE	08/29/2024	08/29/2024	\$1,920.00
00086963	JACQUELINE HIGGINS	08/29/2024	08/29/2024	\$1,301.00
00086964	ANTHONY F JAMES	08/29/2024	08/29/2024	\$1,560.00
00086965	MESHA JAMES	08/29/2024	08/29/2024	\$1,339.00
00086966	PATRICIA JEFFERSON	08/29/2024	08/29/2024	\$2,131.00
00086967	JEFFERY HARRIS TRUST	08/29/2024	08/29/2024	\$1,108.00
00086968	BILLIE L JOHNSON	08/29/2024	08/29/2024	\$8,710.00
00086969	JAMES OR EULA JOHNSON	08/29/2024	08/29/2024	\$1,483.00
00086970	MARCUS C JOHNSON	08/29/2024	08/29/2024	\$1,591.00
00086971	DIANE E JOHNSON-WALKER	08/29/2024	08/29/2024	\$980.00
00086972	CHRISTOPHER M JONES	08/29/2024	08/29/2024	\$2,816.00
00086973	DAVID JONES	08/29/2024	08/29/2024	\$982.00
00086974	HENRY JONES	08/29/2024	08/29/2024	\$527.00
00086975	JAMES OTIS JONES	08/29/2024	08/29/2024	\$2,581.00
00086976	JP COGHILL	08/29/2024	08/29/2024	\$4,018.00
00086977	KALIEV CLINTON AND EBONY CLINTON	08/29/2024	08/29/2024	\$1,568.00
00086978	KAY STREET INVESTMENTS LLC	08/29/2024	08/29/2024	\$1,183.00
00086979	KAY-COMPTON INVESTORS LLC	08/29/2024	08/29/2024	\$2,094.00
00086980	ALLEN J KENNETT	08/29/2024	08/29/2024	\$3,618.00
00086981	BARBARA KEYES	08/29/2024	08/29/2024	\$1,726.00
00086982	DAWIT KIDANE	08/29/2024	08/29/2024	\$3,219.00
00086983	KIM HOA INVESTMENTS LLC	08/29/2024	08/29/2024	\$9,222.00

City of Compton
Simplified Consolidated Checks Register

08/01/2024 to 08/31/2024

Job Number: 1864226

Check	Payee Name	Check Date	Cancel Date	Check Amount
00086984	MICHAEL KING	08/29/2024	08/29/2024	\$1,067.00
00086985	KNM PROPERTY MANAGEMENT INC	08/29/2024	08/29/2024	\$1,509.00
00086986	MAI NGOC LAM	08/29/2024	08/29/2024	\$1,278.00
00086987	TRACEY M LAWRENCE	08/29/2024	08/29/2024	\$1,284.00
00086988	GERALD LEE	08/29/2024	08/29/2024	\$598.00
00086989	HELEN LEE	08/29/2024	08/29/2024	\$1,786.00
00086990	JAMES JINHO LEE	08/29/2024	08/29/2024	\$1,670.00
00086991	GREGORY LEVY	08/29/2024	08/29/2024	\$1,815.00
00086992	FUMEI LIU	08/29/2024	08/29/2024	\$3,703.00
00086993	HESTER B LIVELY	08/29/2024	08/29/2024	\$794.00
00086994	HECTOR R LOPEZ	08/29/2024	08/29/2024	\$902.00
00086995	JOSUE LOPEZ	08/29/2024	08/29/2024	\$1,440.00
00086996	GREGORY LOWE	08/29/2024	08/29/2024	\$1,388.00
00086997	ALMA LURRY	08/29/2024	08/29/2024	\$744.00
00086998	DANIELLE C LYLES	08/29/2024	08/29/2024	\$36.00
00086999	ASHOK OR MANJU MADAN	08/29/2024	08/29/2024	\$1,660.00
00087000	EARTHA MADISON JR	08/29/2024		\$1,619.00
00087001	ARIL MANNING	08/29/2024	08/29/2024	\$768.00
00087002	CARDELL MANNING	08/29/2024	08/29/2024	\$1,226.00
00087003	GIOVANNI MARTINEZ	08/29/2024	08/29/2024	\$4,456.00
00087004	ANN BESSIE MATHEW	08/29/2024	08/29/2024	\$1,885.00
00087005	RUBY L MATTHEWS	08/29/2024	08/29/2024	\$361.00
00087006	ARTHUR OR VALENCIA MAYFIELD	08/29/2024	08/29/2024	\$385.00
00087007	EVERLEANE B MAYFIELD	08/29/2024	08/29/2024	\$732.00
00087008	WILSON MAYS III	08/29/2024	08/29/2024	\$1,113.00
00087009	GLORIA J HUFF MC QUEEN	08/29/2024	08/29/2024	\$1,811.00
00087010	AAKASH MEHTA	08/29/2024	08/29/2024	\$3,595.00
00087011	CARLOS MENDEZ	08/29/2024	08/29/2024	\$1,267.00
00087012	IGNACIO IBARRA MENDEZ	08/29/2024	08/29/2024	\$2,046.00
00087013	JUAN B MENDEZ	08/29/2024	08/29/2024	\$5,211.00
00087014	JOSE I. MENENDEZ INTERIANO	08/29/2024	08/29/2024	\$6,241.00
00087015	KIMBERLY MERINO	08/29/2024	08/29/2024	\$540.00
00087016	EULOS & BEVERLY MILLER	08/29/2024	08/29/2024	\$3,546.00
00087017	APRIL D MITCHELL	08/29/2024	08/29/2024	\$1,984.00

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Check	Payee Name	Check Date	Cancel Date	Check Amount
00087018	KINGSLEY M MMEJE	08/29/2024	08/29/2024	\$2,746.00
00087019	LETICIA MONTOYA	08/29/2024	08/29/2024	\$1,874.00
00087020	FELICIA MOODY	08/29/2024	08/29/2024	\$1,002.00
00087021	BILLIE JO MOORE	08/29/2024	08/29/2024	\$623.00
00087022	KAREN MORALES OR ANDREW MORALES	08/29/2024	08/29/2024	\$2,990.00
00087023	MARJIE P MOSLEY	08/29/2024	08/29/2024	\$825.00
00087024	ROY LEE MOSLEY	08/29/2024	08/29/2024	\$1,856.00
00087025	JOE MOTEN JR	08/29/2024	08/29/2024	\$971.00
00087026	NADIA MUNDY-WALKER	08/29/2024	08/29/2024	\$1,820.00
00087027	OXFORD MURRAY	08/29/2024	08/29/2024	\$1,269.00
00087028	NGAN FAMILY TRUST	08/29/2024	08/29/2024	\$2,398.00
00087029	HAP THI NGUYEN	08/29/2024	08/29/2024	\$4,442.00
00087030	JAMES OGBURN	08/29/2024	08/29/2024	\$664.00
00087031	KATHY OH & TIMOTHY DEBAETS	08/29/2024	08/29/2024	\$6,431.00
00087032	ORANGE COUNTY HOUSING AUTHORITY	08/29/2024	08/29/2024	\$4,884.56
00087033	CHIERE J. OR HAROLD L. OWENS	08/29/2024	08/29/2024	\$1,027.00
00087034	ESTATE OF OLLIE LEE PALMER	08/29/2024	08/29/2024	\$743.00
00087035	TAMARA MELTON PARKS	08/29/2024	08/29/2024	\$2,573.00
00087036	MARIO C PERES	08/29/2024	08/29/2024	\$514.00
00087037	OCTAVIANA PEREZ	08/29/2024	08/29/2024	\$489.00
00087038	PI PROPERTIES NO 34 LLC	08/29/2024	08/29/2024	\$2,570.00
00087039	PI PROPERTIES NO 86 LLC	08/29/2024	08/29/2024	\$1,437.00
00087040	JOSE L PINEDA	08/29/2024	08/29/2024	\$2,034.00
00087041	CLARISSA PINTO RIBEIRO	08/29/2024	08/29/2024	\$1,577.00
00087042	ERIC G PIPKIN	08/29/2024	08/29/2024	\$2,026.00
00087043	VELMA POPLAR	08/29/2024	08/29/2024	\$1,482.00
00087044	VALERIE E. PORTER	08/29/2024	08/29/2024	\$1,822.00
00087045	ANDREA Y OR PAMELA EDWARDS POWELL	08/29/2024	08/29/2024	\$808.00
00087046	PRADO REAL ESTATE	08/29/2024	08/29/2024	\$1,906.00
00087047	DIANE PRINCE	08/29/2024	08/29/2024	\$1,089.00
00087048	LAWRENCE M RAMSEY	08/29/2024	08/29/2024	\$4,875.00
00087049	MONA RANDLE	08/29/2024	08/29/2024	\$4,880.00
00087050	REAL CHOICE MGMT INC	08/29/2024	08/29/2024	\$7,608.00
00087051	REBECCA OPONG	08/29/2024	08/29/2024	\$1,886.00

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08/01/2024 to 08/31/2024

Job Number: 1864226

Check	Payee Name	Check Date	Cancel Date	Check Amount
00087052	GARY A REECE	08/29/2024	08/29/2024	\$3,079.00
00087053	RENNAL BARNES	08/29/2024	08/29/2024	\$1,256.00
00087054	DANIELA REYES	08/29/2024	08/29/2024	\$1,764.00
00087055	ANDREW REYNOLDS	08/29/2024	08/29/2024	\$2,542.00
00087056	LADONNA CARTER RIDGWAY	08/29/2024	08/29/2024	\$1,611.00
00087057	MIKE RIOS	08/29/2024	08/29/2024	\$526.00
00087058	RENEE RIOS	08/29/2024	08/29/2024	\$6,911.00
00087059	GILBERTO RIVERA	08/29/2024	08/29/2024	\$1,579.00
00087060	RJS FINANCIAL INC	08/29/2024	08/29/2024	\$4,696.00
00087061	VENUS J M ROBERTS	08/29/2024	08/29/2024	\$959.00
00087062	IRENE OR MARVIN K ROBINSON	08/29/2024	08/29/2024	\$2,224.00
00087063	MICHELLE A GLASPIE ROBINSON	08/29/2024	08/29/2024	\$1,539.00
00087064	ERNIE ROBLES	08/29/2024	08/29/2024	\$2,501.00
00087065	ERIK ROGERS	08/29/2024	08/29/2024	\$4,757.00
00087066	CRISTINA ROJO	08/29/2024	08/29/2024	\$1,320.00
00087067	CINDY ROSS	08/29/2024	08/29/2024	\$1,726.00
00087068	AQUIL SAAFIR	08/29/2024	08/29/2024	\$2,362.00
00087069	SAINT JAMES BUILDING LLC	08/29/2024	08/29/2024	\$5,649.00
00087070	LILLIAN SALDANA-SIMONIAN	08/29/2024	08/29/2024	\$3,468.00
00087071	JOSE SANCHEZ	08/29/2024	08/29/2024	\$1,446.00
00087072	ICILDA SANFORD	08/29/2024	08/29/2024	\$1,725.00
00087073	SANTA FE APARTMENTS CORP	08/29/2024	08/29/2024	\$2,149.00
00087074	SCTHU LLC	08/29/2024	08/29/2024	\$923.00
00087075	SCWJ LLC	08/29/2024	08/29/2024	\$9,916.00
00087076	MAXIMILIANO S & CONCEPCION SEGOVIA	08/29/2024	08/29/2024	\$1,774.00
00087077	THOMAS SELETOS	08/29/2024	08/29/2024	\$1,494.00
00087078	VERGIE E SEYMORE	08/29/2024	08/29/2024	\$3,512.00
00087079	TRACY D SHAW	08/29/2024	08/29/2024	\$1,748.00
00087080	LEE & SARAH SHELTON	08/29/2024	08/29/2024	\$1,378.00
00087081	DEBRA A SHELTON-LOVE	08/29/2024	08/29/2024	\$5,127.00
00087082	MANDI SHERMAN	08/29/2024	08/29/2024	\$1,446.00
00087083	SIOF 4 PROPERTIES LLC	08/29/2024	08/29/2024	\$5,344.00
00087084	TATIANA SMITH	08/29/2024	08/29/2024	\$2,669.00
00087085	TYRONE SMITH	08/29/2024	08/29/2024	\$4,579.00

City of Compton
Simplified Consolidated Checks Register

08/01/2024 to 08/31/2024

Job Number: 1864226

Check	Payee Name	Check Date	Cancel Date	Check Amount
00087086	WILBERT OR LEE ETTA SMITH	08/29/2024	08/29/2024	\$1,580.00
00087087	YOLANDA Y SMITH	08/29/2024	08/29/2024	\$1,333.00
00087088	ONOFRE SNATIAGO JR.	08/29/2024	08/29/2024	\$6,660.00
00087089	SOLA IMPACT FUND II LP	08/29/2024	08/29/2024	\$530.00
00087090	ASHOK K SOOD OR SUSHAM SOOD	08/29/2024	08/29/2024	\$5,377.00
00087091	SOUTHWESTERN ENTERPRISES	08/29/2024	08/29/2024	\$3,093.00
00087092	DEBRA E SPEARS	08/29/2024	08/29/2024	\$2,049.00
00087093	RICKY A SPIRES	08/29/2024	08/29/2024	\$1,557.00
00087094	ST AMANT PROPERTIES LLC	08/29/2024	08/29/2024	\$3,407.00
00087095	JOHNNY STALLWORTH II	08/29/2024	08/29/2024	\$1,037.00
00087096	ALEX STAMIRE	08/29/2024	08/29/2024	\$10,253.00
00087097	STANDARD AVENUE APARTMENTS LP	08/29/2024	08/29/2024	\$1,694.00
00087098	STANLEY & LEATRICE JOHNSON	08/29/2024	08/29/2024	\$1,159.00
00087099	JOSEPH STEPHEN	08/29/2024	08/29/2024	\$5,122.00
00087100	KHALID STEVENS	08/29/2024	08/29/2024	\$5,571.00
00087101	SYCLE GROUP LLC	08/29/2024	08/29/2024	\$4,256.00
00087102	TERRY LYNN TASBY	08/29/2024	08/29/2024	\$786.00
00087103	DELETHA TAYLOR	08/29/2024	08/29/2024	\$1,442.00
00087104	JACQUELINE TAYLOR	08/29/2024	08/29/2024	\$2,168.00
00087105	LAVERNE TAYLOR	08/29/2024	08/29/2024	\$782.00
00087106	TDB CONSULTING SOLUTIONS INC	08/29/2024	08/29/2024	\$8,015.00
00087107	THE EAGLES LIVING TRUST/	08/29/2024	08/29/2024	\$1,634.00
00087108	THE JETTIE K BUTLER TRUST ESTATE	08/29/2024	08/29/2024	\$1,590.00
00087109	THE PRUDE FAMILY TRUST	08/29/2024	08/29/2024	\$1,547.00
00087110	EVELYN THIBEAUX	08/29/2024	08/29/2024	\$678.00
00087111	PAMELA THOMAS ANDERSON	08/29/2024	08/29/2024	\$1,568.00
00087112	LISA THOMAS RAMIREZ	08/29/2024	08/29/2024	\$1,869.00
00087113	BERDIS THOMPSON	08/29/2024	08/29/2024	\$560.00
00087114	JERRY D THORNTON	08/29/2024	08/29/2024	\$1,747.00
00087115	EVA J TOLBERT	08/29/2024	08/29/2024	\$6,813.00
00087116	ALEXANDRU TOLOCENCO	08/29/2024	08/29/2024	\$1,134.00
00087117	LATANYA J ALLEN TOWNSEND	08/29/2024	08/29/2024	\$6,934.00
00087118	KEVIN L TUCKER	08/29/2024	08/29/2024	\$2,080.00
00087119	TURMEL WOODS	08/29/2024	08/29/2024	\$2,019.00

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08/01/2024 to 08/31/2024

Job Number: 1864226

Check	Payee Name	Check Date	Cancel Date	Check Amount
00087120	TURNER BOBBIT IRREVOCABLE TRUST	08/29/2024	08/29/2024	\$997.00
00087121	ARENA M. TURNER-COPELAND	08/29/2024	08/29/2024	\$649.00
00087122	JOSEPHINE TWINE	08/29/2024	08/29/2024	\$1,437.00
00087123	MJENZI R UJAMAA	08/29/2024	08/29/2024	\$1,957.00
00087124	URBAN STREET VENTURES INC	08/29/2024	08/29/2024	\$6,654.00
00087125	IRENE URIBE	08/29/2024	08/29/2024	\$1,744.00
00087126	GLORIA VALDEZ	08/29/2024	08/29/2024	\$1,257.00
00087127	SHEILA VASQUEZ	08/29/2024	08/29/2024	\$1,534.00
00087128	FREDESVINDA VELAZQUEZ	08/29/2024	08/29/2024	\$1,575.00
00087129	ALTAGRACIA VENEGAS	08/29/2024	08/29/2024	\$1,460.00
00087130	JOSE MANUEL VILLALOBOS	08/29/2024	08/29/2024	\$587.00
00087131	DONALD S WADE	08/29/2024	08/29/2024	\$963.00
00087132	DIANE WALDER GROOMES	08/29/2024	08/29/2024	\$1,635.00
00087133	DARREN WALKER	08/29/2024	08/29/2024	\$1,727.00
00087134	JAMES WALKER	08/29/2024	08/29/2024	\$1,002.00
00087135	GAIL M WASHINGTON	08/29/2024	08/29/2024	\$726.00
00087136	WATTS LABOR COMMUNITY ACTION	08/29/2024	08/29/2024	\$707.00
00087137	WILLIE A WATTS-TROUTMAN	08/29/2024	08/29/2024	\$479.00
00087138	JESSE R or YVONNE A WEBB	08/29/2024	08/29/2024	\$2,365.00
00087139	WESTM L LLC	08/29/2024	08/29/2024	\$8,887.00
00087140	WILLIAM L. EDWARDS AND	08/29/2024	08/29/2024	\$6,124.00
00087141	MONIQUE WILKES	08/29/2024	08/29/2024	\$3,912.00
00087142	LTASHIKA WILLIAMS	08/29/2024	08/29/2024	\$1,704.00
00087143	TYRONE OR GERALDINE WILLIAMS	08/29/2024	08/29/2024	\$2,940.00
00087144	MARIE WILLIS	08/29/2024	08/29/2024	\$1,607.00
00087145	WISE CAPITAL LLC	08/29/2024	08/29/2024	\$1,391.00
00087146	JOHNNY OR PEGGIE WITHERS	08/29/2024	08/29/2024	\$9,135.00
00087147	BILLIE WOODS	08/29/2024	08/29/2024	\$1,326.00
00087148	BARUCH YISRAEL	08/29/2024	08/29/2024	\$2,552.00

** SORT TOTALS **

Reversed: \$1,619.00
Cancelled: \$2,668,154.25

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08/01/2024 to 08/31/2024

Job Number: 1864226

Check	Payee Name	Check Date	Cancel Date	Check Amount
			EP Group Total:	\$2,669,773.25
** GRAND TOTALS **			Grand Total:	\$6,022,003.97

City of Compton
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09/01/2024 to 09/30/2024

Job Number: 1864877

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269774	4IMPRINT INC	09/03/2024		\$542.51
00269775	ACTION CLEANUP	09/03/2024		\$5,000.00
00269776	BOBBY ALEXANDER	09/03/2024		\$450.00
00269777	ALL STAR INTERPRETING SERVICE INC	09/03/2024		\$7,000.00
00269778	ALLIED REFRIGERATION INC	09/03/2024		\$69.75
00269779	ALLSTAR FIRE EQUIPMENT INC	09/03/2024		\$12,887.90
00269780	NORMA ANDRADA	09/03/2024		\$102.26
00269781	AT&T	09/03/2024		\$3,889.26
00269782	RYAN BAKER	09/03/2024		\$300.00
00269783	MARIA BAUTISTA	09/03/2024		\$71.12
00269784	MARIA BEJARAMO	09/03/2024		\$130.86
00269785	LINDA BERMUDEZ	09/03/2024		\$165.32
00269786	BLUETRITON BRANDS INC	09/03/2024		\$346.71
00269787	ATHENA BREEDLOVE	09/03/2024		\$18.41
00269788	FAYE BRIM	09/03/2024		\$250.00
00269789	HORACIO CABRERA	09/03/2024		\$81.68
00269790	ROBERT CABRERA	09/03/2024		\$103.09
00269791	MAYRA CANTERO	09/03/2024		\$188.62
00269792	VICENTA CASTILLO	09/03/2024		\$2.36
00269793	CINTAS CORPORATION NO.2	09/03/2024		\$804.76
00269794	CISCO MANAGEMENT LLC	09/03/2024		\$251.48
00269795	CITY CLERK'S ASSOC OF CALIFORNIA	09/03/2024		\$650.00
00269796	CONCIRGE HOME REMODELING	09/03/2024		\$1,000.00
00269797	JENNIFER COPELLI	09/03/2024		\$150.86
00269798	CR INVESTMENT GROUP LLC	09/03/2024		\$26.54
00269799	RAJINDERPAL SINGH DHALIWAL	09/03/2024		\$2,099.98
00269800	DRIVING FORCE GROUP	09/03/2024		\$483.57
00269801	DS SERVICES OF AMERICA INC	09/03/2024		\$3.99
00269802	JACQUEL DUNN	09/03/2024		\$75.00
00269803	DUPLO USA CORPORATION	09/03/2024		\$380.00
00269804	EADIE AND PAYNE LLP	09/03/2024		\$174,072.00
00269805	WILLIE ELSTON	09/03/2024		\$99.09
00269806	ENVIRO-FLOW INC	09/03/2024		\$1,136.71
00269807	ANDRES & LILIANA ESQUIVIAS	09/03/2024		\$129.02

City of Compton
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09/01/2024 to 09/30/2024

Job Number: 1864877

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269808	JESSICA ESTRADA	09/03/2024		\$25.19
00269809	FREDDYS ORNAMENTAL SUPPLIES LL	09/03/2024		\$33.07
00269810	DENNIS J. FREEMAN	09/03/2024		\$2,850.00
00269811	CHRISTIAN FUENTES	09/03/2024		\$119.22
00269812	GALLS	09/03/2024		\$1,437.21
00269813	GLADWELL GOVERNMENTAL SERVICES INC	09/03/2024		\$750.00
00269814	MARK GOLDSTEIN	09/03/2024		\$389.04
00269815	GRAINGER	09/03/2024		\$62.51
00269816	GRANICUS INC.	09/03/2024		\$16,324.81
00269817	HASA INC	09/03/2024		\$545.50
00269818	HOLIDAY TRANSFER CO	09/03/2024		\$73.00
00269819	HROD HOMES INC	09/03/2024		\$122.91
00269820	JOHNSON CONTROLS INC	09/03/2024		\$17,363.81
00269821	AHRIN JOHNSON	09/03/2024		\$250.00
00269822	HAROLD JOHNSON	09/03/2024		\$1,225.00
00269823	LA PRITCHARD SUPPLY INC	09/03/2024		\$1,899.71
00269824	LIEBERT CASSIDY WHITMORE	09/03/2024		\$32,020.50
00269825	LOS ANGELES CO PUBLIC WORKS	09/03/2024		\$1,280.97
00269826	RICHARD LOUCEL	09/03/2024		\$176.34
00269827	OSCAR MACEDO	09/03/2024		\$1,000.00
00269828	ALBERTO MACIAS	09/03/2024		\$122.26
00269829	PATRICIA MALONEY	09/03/2024		\$69.43
00269830	MARK THOMAS & COMPANY INC	09/03/2024		\$154,842.15
00269831	JESUS MORENO	09/03/2024		\$88.23
00269832	EDGARDO NIETO	09/03/2024		\$1,000.00
00269833	AUSTIN OKONTA	09/03/2024		\$171.00
00269834	OREILLY AUTOMOTIVE STORES INC	09/03/2024		\$1,665.50
00269835	PACIFIC COAST ELEVATOR CORPORATION	09/03/2024		\$930.00
00269836	PIRATE LEGACY INC	09/03/2024		\$139.75
00269837	IRENE PLASCENCIA	09/03/2024		\$133.60
00269838	QUILL CORPORATION	09/03/2024		\$3,475.27
00269839	R & D STEEL INC	09/03/2024		\$85.95
00269840	DAVID RAMIREZ	09/03/2024		\$117.89
00269841	RHB INVESTMENTS GROUP INC	09/03/2024		\$178.48

City of Compton
Simplified Consolidated Checks Register

09/01/2024 to 09/30/2024

Job Number: 1864877

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269842	RON RICHARDS	09/03/2024		\$250.00
00269843	SAMIS REFEREE LLC	09/03/2024		\$9,900.00
00269844	VICENTE SANCHEZ	09/03/2024		\$2.39
00269845	SBRK FINANCE HOLDINGS INC.	09/03/2024		\$73,094.70
00269846	PAUL SEGOVIA	09/03/2024		\$435.91
00269847	BRENDA SMITH	09/03/2024		\$187.93
00269848	SOUTHERN CALIF ASSOC OF GOVERNMENT	09/03/2024		\$12,796.00
00269849	SYNCHRONY BANK	09/03/2024		\$3,438.42
00269850	CURTIS TAYLOR	09/03/2024		\$144.32
00269851	SUSAN TURNER	09/03/2024		\$174.74
00269852	ELEANOR VIBEROS	09/03/2024		\$116.64
00269853	VINCOR CONSTRUCTION INC	09/03/2024		\$273,204.89
00269854	WALTERS WHOLESALE ELECTRIC CO	09/03/2024		\$64.29
00269855	ANTHONY WARD	09/03/2024		\$344.05
00269856	WAXIE'S ENTERPRISES INC	09/03/2024		\$7,751.43
00269857	WIGRO2 LLC	09/03/2024		\$33.42
00269858	ELSY ZAMORA	09/03/2024		\$161.81
00269859	AMERICAN RECLAMATION INC	09/10/2024		\$131,299.19
00269860	BLUE DIAMOND MATERIALS	09/10/2024		\$2,505.28
00269861	BSN SPORTS	09/10/2024		\$2,671.05
00269862	CACEO	09/10/2024		\$210.00
00269863	CHARTER COMMUNICATIONS HOLDINGS LLC	09/10/2024		\$4,914.27
00269864	COMMERCIAL PEST SERVICES	09/10/2024		\$1,500.00
00269865	CONSOLIDATED DISPOSAL SERVICES LLC	09/10/2024		\$869,503.51
00269866	DS SERVICES OF AMERICA INC	09/10/2024		\$171.70
00269867	E.S.R PLUMBING & HARDWARE SUPPLIES	09/10/2024		\$757.55
00269868	FERGUSON ENTERPRISES INC	09/10/2024		\$44,358.55
00269869	FIRST AMERICAN DATA COMPANY LLC	09/10/2024		\$43.76
00269870	GRAINGER	09/10/2024		\$66.99
00269871	GRAINGER	09/10/2024		\$43.25
00269872	HASA INC	09/10/2024		\$5,548.24
00269873	HOLLYWOOD CARPET INC	09/10/2024		\$500.00
00269874	JOHN L HUNTER & ASSOCIATES INC	09/10/2024		\$22,354.80
00269875	LEAF CAPITAL FUNDING LLC	09/10/2024		\$3,463.33

City of Compton
Simplified Consolidated Checks Register

09/01/2024 to 09/30/2024

Job Number: 1867502

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269876	LIBERTY UTILITIES (PARK WATER) CORP	09/10/2024		\$441.30
00269877	LIBERTY UTILITIES (PARK WATER) CORP	09/10/2024		\$271.49
00269878	LOS ANGELES COUNTY FIRE DEPART	09/10/2024		\$5,019.00
00269879	MDJ MANAGEMENT LLC	09/10/2024		\$47,500.00
00269880	MORSCO SUPPLY LLC	09/10/2024		\$99.88
00269881	ODP BUSINESS SOLUTIONS LLC.	09/10/2024		\$325.30
00269882	OLSON URBAN HOUSING	09/10/2024		\$8,790.00
00269883	PRES-TECH MANUFACTURER'S REP INC	09/10/2024		\$18,898.59
00269884	QUILL CORPORATION	09/10/2024		\$1,387.08
00269885	JUAN RIVERA	09/10/2024		\$1,512.04
00269886	GUADALUPE RODRIGUEZ	09/10/2024		\$424.46
00269887	SHI INT'L CORP.	09/10/2024		\$879.80
00269888	SO CA EDISON	09/10/2024		\$93,387.18
00269889	SOUTHERN CALIFORNIA GAS COMPANY	09/10/2024		\$488.21
00269890	SUPERIOR PAVEMENT MARKINGS INC	09/10/2024		\$7,154.10
00269891	THOMPSON TROPHY MFG INC	09/10/2024		\$13.14
00269892	TURF STAR INC	09/10/2024		\$4,335.02
00269893	ULINE INC	09/10/2024		\$113.24
00269894	UNITED PACIFIC SERVICES INC	09/10/2024		\$38,530.00
00269895	VESTIS GROUP INC	09/10/2024		\$2,396.82
00269896	VISION SERVICE PLAN	09/10/2024		\$7,891.63
00269897	Void - Continued Stub	09/10/2024		\$0.00
00269898	WATERLINE TECHNOLOGIES INC	09/10/2024		\$14,788.28
00269899	WAXIE'S ENTERPRISES INC	09/10/2024		\$2,088.36
00269900	EMMA SHARIF	09/11/2024		\$200.00
00269901	KEIFE D ALEX	09/17/2024		\$300.00
00269902	ALL PRO FENCE	09/17/2024		\$850.00
00269903	ALFREDO ALVAREZ	09/17/2024		\$500.00
00269904	KENYELLE ASH	09/17/2024		\$150.00
00269905	ELIZABETH ATKINSON	09/17/2024		\$300.00
00269906	BADAWI & ASSOCIATES	09/17/2024		\$42,162.50
00269907	BARBARA BAKER	09/17/2024		\$150.00
00269908	BARBARA JEAN CALHOUN	09/17/2024		\$300.00
00269909	CITY OF COMPTON PETTY CASH	09/17/2024		\$979.07

City of Compton
Simplified Consolidated Checks Register

09/01/2024 to 09/30/2024

Job Number: 1869115

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269910	COMPTON COMM REDEVELOPMENT	09/17/2024		\$336.76
00269911	Void - Continued Stub	09/17/2024		\$0.00
00269912	Void - Continued Stub	09/17/2024		\$0.00
00269913	Void - Continued Stub	09/17/2024		\$0.00
00269914	Void - Continued Stub	09/17/2024		\$0.00
00269915	COMPTON MUNICIPAL WATER CO	09/17/2024		\$30,419.00
00269916	COVENANT CAPITAL LLC	09/17/2024		\$250.00
00269917	DART INTERNATIONAL N/P	09/17/2024		\$117.57
00269918	JANET EARL	09/17/2024		\$75.00
00269919	GENESIS ELECTRICAL INC	09/17/2024		\$3,180.00
00269920	GRAINGER	09/17/2024		\$66.99
00269921	HERNALDO GUTIERREZ	09/17/2024		\$150.00
00269922	KAREN MICHELLE HARRIS	09/17/2024		\$75.00
00269923	TAQUAN JONES	09/17/2024		\$1,316.69
00269924	LIBERTY UTILITIES (PARK WATER) CORP	09/17/2024		\$441.30
00269925	RODNEY LISTER	09/17/2024		\$300.00
00269926	LUXURY GLASS TINTING INC	09/17/2024		\$125.00
00269927	MAIN ELECTRIC SUPPLY COMPANY LLC	09/17/2024		\$279.61
00269928	CLAUDIA MIJARES	09/17/2024		\$151.16
00269929	TEDOSIO MORAN ARGUELLES	09/17/2024		\$81.25
00269930	EDGARDO NIETO	09/17/2024		\$1,000.00
00269931	ADRIANA OROZCO	09/17/2024		\$75.00
00269932	PRICE PAIGE & CO CPA LLC	09/17/2024		\$3,122.00
00269933	LORENA RAMOS	09/17/2024		\$91.54
00269934	REPUBLIC SERVICES INC	09/17/2024		\$50.00
00269935	GUADALUPE RODRIGUEZ	09/17/2024		\$405.13
00269936	IRENE SHANDELL-TAYLOR	09/17/2024		\$150.00
00269937	TRIPHENIA SIMMONS	09/17/2024		\$300.00
00269938	SO CA EDISON	09/17/2024		\$223.61
00269939	STAPLES ADVANTAGE	09/17/2024		\$393.00
00269940	SWRCB	09/17/2024		\$251.99
00269941	ADRIENNE M THOMAS	09/17/2024		\$150.00
00269942	ANGELA THOMAS	09/17/2024		\$75.00
00269943	MARIBEL TORRES LARA	09/17/2024		\$75.00

City of Compton
Simplified Consolidated Checks Register

09/01/2024 to 09/30/2024

Job Number: 1869115

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269944	TOTAL CORPORATE SOLUTIONS	09/17/2024		\$1,671.64
00269945	ENTERPRISE FLEET SERVICES	09/19/2024		\$5,559.88
00269946	TITAN EMPIRE INC	09/19/2024		\$58,322.17
00269947	ENTERPRISE FLEET SERVICES	09/19/2024		\$5,559.88
00269948	TITAN EMPIRE INC	09/19/2024		\$58,322.17
00269949	100 NORMANDIE LP	09/24/2024		\$200.00
00269950	100 NORMANDIE LP	09/24/2024		\$200.00
00269951	ACP CREATIVIT LLC	09/24/2024		\$1,563.03
00269952	ALLIED MANAGED CARE INC	09/24/2024		\$16,500.00
00269953	RUBEN ARREDONDO	09/24/2024		\$267.88
00269954	AT & T	09/24/2024		\$1,084.15
00269955	AT&T	09/24/2024		\$17.82
00269956	SHIRLEY BAPTISTE	09/24/2024		\$20.00
00269957	EUGENE BENNETTE	09/24/2024		\$140.40
00269958	BLUETRITON BRANDS INC	09/24/2024		\$597.06
00269959	JONATHAN BOWERS	09/24/2024		\$150.00
00269960	BRIGHTVIEW LANDSCAPE SERVICES INC	09/24/2024		\$61,601.07
00269961	C3 OFFICE SOLUTIONS LLC	09/24/2024		\$1,588.08
00269962	CALIFORNIA WATER SERVICE	09/24/2024		\$355.44
00269963	CITY OF LONG BEACH	09/24/2024		\$276.70
00269964	CLINICAL LAB OF SAN BERNARDINO	09/24/2024		\$1,701.50
00269965	COMPTON 125 HISTORICAL SOCIETY	09/24/2024		\$500.00
00269966	LILLIE P DARDEN	09/24/2024		\$150.00
00269967	RAJINDERPAL SINGH DHALIWAL	09/24/2024		\$2,134.35
00269968	DS SERVICES OF AMERICA INC	09/24/2024		\$8.49
00269969	DUDEK	09/24/2024		\$3,742.50
00269970	DEIDRE M DUHART	09/24/2024		\$150.00
00269971	EDUARDO RAMIREZ	09/24/2024		\$92.98
00269972	EXPLORER-1 AMBULANCE	09/24/2024		\$360.00
00269973	FIRST INSURANCE FUNDING	09/24/2024		\$400,553.78
00269974	FRONTIER CALIFORNIA INC	09/24/2024		\$42.94
00269975	GALLS	09/24/2024		\$388.90
00269976	GENERAL PUMP COMPANY INC	09/24/2024		\$11,044.03
00269977	GIARENNI TAPIA	09/24/2024		\$144.01

City of Compton
Simplified Consolidated Checks Register

09/01/2024 to 09/30/2024

Job Number: 1872348

Check	Payee Name	Check Date	Cancel Date	Check Amount
00269978	GOLDEN STATE WATER CO	09/24/2024		\$11.01
00269979	GOVERNMENT FINANCE OFFICERS ASSOC	09/24/2024		\$150.00
00269980	GRAINGER	09/24/2024		\$552.35
00269981	HAAKER EQUIPMENT CO	09/24/2024		\$204.76
00269982	HASA INC	09/24/2024		\$7,448.13
00269983	HD SUPPLY FACILITIES MAINTENANCE	09/24/2024		\$3,303.98
00269984	DELORES ANN HOLBROOK	09/24/2024		\$40.00
00269985	HOLLYWOOD CARPET INC	09/24/2024		\$2,475.00
00269986	TANESHA HUDSON	09/24/2024		\$1,306.90
00269987	ICC GENERAL CODE INC	09/24/2024		\$630.00
00269988	IMPACT OVERHEAD DOOR SERVICE INC	09/24/2024		\$2,850.00
00269989	ISAIAS HERNANDEZ	09/24/2024		\$1,000.00
00269990	JENNIFER HECTOR	09/24/2024		\$250.00
00269991	JESUSA SORIANO	09/24/2024		\$200.00
00269992	JJ CAPITAL VENTURES INC	09/24/2024		\$300.00
00269993	TAQUAN JONES	09/24/2024		\$562.09
00269994	JOSEPH LEWIS	09/24/2024		\$183.64
00269995	KEITH RILEY	09/24/2024		\$75.00
00269996	KEY OF KNOWLEDGE	09/24/2024		\$600.00
00269997	LA PRITCHARD SUPPLY INC	09/24/2024		\$693.36
00269998	LEADER AGGREGATES	09/24/2024		\$8,970.00
00269999	LEAGUE OF CALIF CITIES	09/24/2024		\$2,100.00
00270000	HAN K & LOUIS S LEE	09/24/2024		\$178.65
00270001	LIBERTY UTILITIES (PARK WATER) CORP	09/24/2024		\$26.40
00270002	LIEBERT CASSIDY WHITMORE	09/24/2024		\$18,884.00
00270003	M V TRANSPORTATION INC	09/24/2024		\$129,752.43
00270004	MARIA GARCIA	09/24/2024		\$250.00
00270005	MARIBEL LEPE	09/24/2024		\$218.00
00270006	MARISELA HERRERA	09/24/2024		\$115.87
00270007	RODNEY MASON	09/24/2024		\$1,000.00
00270008	MAUREEN KANE & ASSOCIATES	09/24/2024		\$1,500.00
00270009	MS83 INVESTMENTS LLC	09/24/2024		\$203.70
00270010	ONLINE SOLUTIONS LLC	09/24/2024		\$18,000.00
00270011	PARTNERS PERSONNEL	09/24/2024		\$263.35

City of Compton
Simplified Consolidated Checks Register

09/01/2024 to 09/30/2024

Job Number: 1872348

Check	Payee Name	Check Date	Cancel Date	Check Amount
00270012	PATRICIA TREJO	09/24/2024		\$48.83
00270013	LORI PERKINS	09/24/2024		\$85.00
00270014	PUBLIC AGENCY RISK MANAGERS ASSC	09/24/2024		\$449.00
00270015	QUILL CORPORATION	09/24/2024		\$373.96
00270016	REPUBLIC SERVICES INC	09/24/2024		\$39,550.87
00270017	JUAN RIVERA	09/24/2024		\$60.89
00270018	ROBERT & LILLIE JENSEN	09/24/2024		\$15.52
00270019	ROBERTO LAZARO	09/24/2024		\$1,000.00
00270020	RODERICK MARSHALL	09/24/2024		\$2.94
00270021	RUTHIE CROSS	09/24/2024		\$57.82
00270022	S & S WORLDWIDE INC	09/24/2024		\$937.20
00270023	SERGIO TAPIA II	09/24/2024		\$77.84
00270024	EMMA SHARIF	09/24/2024		\$150.00
00270025	SO CA EDISON	09/24/2024		\$30,402.59
00270026	SOUTHERN CALIFORNIA PRECISION	09/24/2024		\$76,455.11
00270027	ANDRE SPICER	09/24/2024		\$75.00
00270028	BRYAN SPRAGG	09/24/2024		\$673.41
00270029	STAPLES ADVANTAGE	09/24/2024		\$768.41
00270030	SYNCHRONY BANK	09/24/2024		\$1,532.24
00270031	TAJ TRADING CORPORATION	09/24/2024		\$26.65
00270032	TAMMY BOOKER	09/24/2024		\$87.00
00270033	TERRI ALEX	09/24/2024		\$300.00
00270034	THE DIXON SIBLING TRUST	09/24/2024		\$189.04
00270035	BARBARA THOMPSON	09/24/2024		\$40.00
00270036	TOTAL CORPORATE SOLUTIONS	09/24/2024		\$109.99
00270037	TOWNSEND PUBLIC AFFAIRS INC	09/24/2024		\$8,000.00
00270038	TURF STAR INC	09/24/2024		\$413.99
00270039	ULINE INC	09/24/2024		\$145.48
00270040	UNITED HEALTHCARE INSURANCE CO	09/24/2024		\$26,752.74
00270041	VINCOR CONSTRUCTION INC	09/24/2024		\$43,426.16
00270042	CAROLYN WARD	09/24/2024		\$40.00
00270043	WATER REPLENISHMENT DISTRICT	09/24/2024		\$298,767.57
00270044	WATERLINE TECHNOLOGIES INC	09/24/2024		\$6,553.70
00270045	YAYA CREATIONS	09/24/2024		\$1,858.78

City of Compton
Simplified Consolidated Checks Register

09/01/2024 to 09/30/2024

Job Number: 1872635

Check	Payee Name	Check Date	Cancel Date	Check Amount
00270046	UNUM LIFE INSURANCE CO OF AMERICA	09/25/2024		\$7,054.05
00270047	Anita Zeigler	09/26/2024		\$11.00
00270048	ARLO PROPERTIES LLC	09/26/2024		\$895.00
00270049	JESUS F. CARDENAS	09/26/2024		\$1,570.00
00270050	THURSTON C CARLOCK II	09/26/2024		\$2,701.00
00270051	CMC REALTY & LENDING CORP.	09/26/2024		\$4,710.00
00270052	AMUNIQUE M. HACKETT	09/26/2024		\$7.00
00270053	HTW MANAGEMENT	09/26/2024		\$1,228.00
00270054	DELANO JOHNSON	09/26/2024		\$11.00
00270055	CLAUDE E JONES	09/26/2024		\$6,054.00
00270056	LACOUNTY HOUSING LP	09/26/2024		\$1,668.00
00270057	WILSON MAYS III	09/26/2024		\$1,113.00
00270058	PA26 LLC	09/26/2024		\$6,699.00
00270059	ALEJANDRO SANCHEZ	09/26/2024		\$3,096.00
00270060	CYNTHIA VAUGHN	09/26/2024		\$4.00
00270061	WHITFIELD MANOR II LP	09/26/2024		\$1,360.00
02699947	ENTERPRISE FLEET SERVICES	09/19/2024		\$5,559.88
02699948	TITAN EMPIRE INC	09/19/2024		\$58,322.17

** SORT TOTALS **

Issued:	\$3,687,707.61
Reversed:	\$65,390.34
AP Group Total:	\$3,753,097.95

00087149	PUBLIC EMPLOYEES RETIREMENT SYSTEM	09/10/2024	09/10/2024	\$203,785.27
00087150	PUBLIC EMPLOYEES RETIREMENT SYSTEM	09/10/2024	09/10/2024	\$205,093.50
00087151	PUBLIC EMPLOYEES RETIREMENT SYSTEM	09/17/2024	09/17/2024	\$444,042.62
00087152	PUBLIC EMPLOYEES RETIREMENT SYSTEM	09/24/2024	09/24/2024	\$830,037.05
00087153	1510 N WILLOWBROOK LLC	09/26/2024	09/26/2024	\$3,481.00
00087154	420 ACACIA LLC	09/26/2024	09/26/2024	\$1,848.00
00087155	527-531 W ROSECRANS AVE LLC	09/26/2024	09/26/2024	\$6,678.00
00087156	708NTAMARIND LLC	09/26/2024	09/26/2024	\$6,484.00
00087157	ACCESS COMMUNITY HOUSING	09/26/2024	09/26/2024	\$16,751.00

City of Compton
Simplified Consolidated Checks Register

09/01/2024 to 09/30/2024

Job Number: 1873086

Check	Payee Name	Check Date	Cancel Date	Check Amount
00087158	ANTHONY L ADAMS SR	09/26/2024	09/26/2024	\$61.00
00087159	SADIE M ADDISON	09/26/2024	09/26/2024	\$547.00
00087160	PAVAN AGARWAL	09/26/2024	09/26/2024	\$1,098.00
00087161	BEATRYCE AND ALEXANDER	09/26/2024	09/26/2024	\$640.00
00087162	H DAVID & HAIDEH VIJEH ALEXANDER	09/26/2024	09/26/2024	\$1,352.00
00087163	SANDRA ALFARO	09/26/2024	09/26/2024	\$1,513.00
00087164	MICAH ALI	09/26/2024	09/26/2024	\$3,222.00
00087165	EARL B ALLEN	09/26/2024	09/26/2024	\$1,200.00
00087166	ANGEL ALVAREZ	09/26/2024	09/26/2024	\$1,646.00
00087167	AMAEI INVESTMENT LLC	09/26/2024	09/26/2024	\$1,858.00
00087168	JUANITA ANDERSON	09/26/2024	09/26/2024	\$4,983.00
00087169	EFREN AND MARIA LUZ ANDRADE	09/26/2024	09/26/2024	\$1,600.00
00087170	MICHAEL C ANDRY	09/26/2024	09/26/2024	\$1,173.00
00087171	Anguiano Rodriguez	09/26/2024	09/26/2024	\$1,440.00
00087172	EL MICHAEL ARMSTRONG	09/26/2024	09/26/2024	\$11,352.00
00087173	EULA ARMSTRONG	09/26/2024	09/26/2024	\$2,172.00
00087174	GEORGE ARMSTRONG	09/26/2024	09/26/2024	\$9,610.00
00087175	ARNETA R OR BEVERLY FINNEY	09/26/2024	09/26/2024	\$1,669.00
00087176	BLANCA ARRIOLA	09/26/2024	09/26/2024	\$2,113.00
00087177	AUTUMN WIND LLC	09/26/2024	09/26/2024	\$3,689.00
00087178	SAUTI L BARAKA	09/26/2024	09/26/2024	\$1,392.00
00087179	CAROL A BEAL	09/26/2024	09/26/2024	\$1,588.00
00087180	KENNETH R BENSON SR	09/26/2024	09/26/2024	\$1,824.00
00087181	MELANIE BERRY	09/26/2024	09/26/2024	\$8,262.00
00087182	ANTHONY BERRY-SMITH	09/26/2024	09/26/2024	\$360.00
00087183	WILLIE G BOLDEN	09/26/2024	09/26/2024	\$2,733.00
00087184	JOSEPH V BRADLEY	09/26/2024	09/26/2024	\$2,652.00
00087185	ALFRED C. BROOKS	09/26/2024	09/26/2024	\$3,099.00
00087186	CAROLYN D BROWN	09/26/2024	09/26/2024	\$6,119.00
00087187	LARENCE BROWN	09/26/2024	09/26/2024	\$1,178.00
00087188	SHIRLEY ANN BROWN	09/26/2024	09/26/2024	\$1,076.00
00087189	JEWEL BROWN-WHITE	09/26/2024	09/26/2024	\$1,396.00
00087190	BRUMFIELD FAMILY TRUST	09/26/2024	09/26/2024	\$1,254.00
00087191	BRYON LEWIS ESTATE	09/26/2024	09/26/2024	\$1,946.00

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00087192	BRIAN D BURNETT	09/26/2024	09/26/2024	\$7,713.00
00087193	DOROTHY BURNETT	09/26/2024	09/26/2024	\$467.00
00087194	WALLACE ANDERSON BURNEY III	09/26/2024	09/26/2024	\$1,318.00
00087195	GEORGE CALCOTE	09/26/2024	09/26/2024	\$1,355.00
00087196	JOHN A & TOMMIE J CALLEGARI	09/26/2024	09/26/2024	\$1,643.00
00087197	EDUARDO A CANAS	09/26/2024	09/26/2024	\$2,248.00
00087198	CARMEN A HERRERA AND	09/26/2024	09/26/2024	\$562.00
00087199	MANUEL CASTANEDA JR	09/26/2024	09/26/2024	\$1,371.00
00087200	TONY XIA CHEN	09/26/2024	09/26/2024	\$691.00
00087201	DONELDA LAKE CHRISPELL	09/26/2024	09/26/2024	\$1,245.00
00087202	CITY OF GLENDALE	09/26/2024	09/26/2024	\$6,137.49
00087203	CITY OF INGLEWOOD	09/26/2024	09/26/2024	\$5,552.89
00087204	SADIE COLEMAN	09/26/2024	09/26/2024	\$151.00
00087205	COMPTON HOLDINGS LLC	09/26/2024	09/26/2024	\$3,267.00
00087206	COMPTON SENIOR APARTMENTS LP	09/26/2024	09/26/2024	\$7,010.00
00087207	JOHN B CRAWFORD	09/26/2024	09/26/2024	\$5,459.00
00087208	CRISANTO & CARMEN NEVAREZ TRUST	09/26/2024	09/26/2024	\$1,941.00
00087209	BRENDA CUMMINGS	09/26/2024	09/26/2024	\$832.00
00087210	CURRY TEMPLE SR APT LTD PARTNERSHIP	09/26/2024	09/26/2024	\$1,029.00
00087211	DELORIS CURTIS	09/26/2024	09/26/2024	\$947.00
00087212	VINCENT DAMATO	09/26/2024	09/26/2024	\$3,424.00
00087213	KEVIN DANG	09/26/2024	09/26/2024	\$1,469.00
00087214	GARY L. DANIELS	09/26/2024	09/26/2024	\$753.00
00087215	FESIA A DAVENPORT	09/26/2024	09/26/2024	\$1,293.00
00087216	CATHERINE DAVIS	09/26/2024	09/26/2024	\$448.00
00087217	RAUL DAVIS	09/26/2024	09/26/2024	\$1,576.00
00087218	DAWN PATROL LLC	09/26/2024	09/26/2024	\$1,269.00
00087219	JOSE C DE CASAS	09/26/2024	09/26/2024	\$1,570.00
00087220	MOISES DE LA TORRE	09/26/2024	09/26/2024	\$520.00
00087221	DEBORAH R. JONES-EAZEL TRUSTEE	09/26/2024	09/26/2024	\$1,764.00
00087222	DENIA L FERGUSON FAMILY TRUST	09/26/2024	09/26/2024	\$2,887.00
00087223	DESIDERIO LLC	09/26/2024	09/26/2024	\$675.00
00087224	TAMANA K. DHALIWAL-GOODLOE	09/26/2024	09/26/2024	\$2,512.00
00087225	IRMA L DIAZ	09/26/2024	09/26/2024	\$5,362.00

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00087226	LAWRENCE DIGGS	09/26/2024	09/26/2024	\$795.00
00087227	BERDIE DILLON	09/26/2024	09/26/2024	\$1,308.00
00087228	DOROTHA CALLOWAY RVOC LIVING TRUST	09/26/2024	09/26/2024	\$1,566.00
00087229	VERA R DOUGLAS	09/26/2024	09/26/2024	\$2,443.00
00087230	DREAM PROPERTY MANAGEMENT LLC	09/26/2024	09/26/2024	\$1,382.00
00087231	ROY E DUMAS	09/26/2024	09/26/2024	\$3,536.00
00087232	E & E FAMILY PROPERTIES LLC	09/26/2024	09/26/2024	\$7,894.00
00087233	ALICE J EDWARDS	09/26/2024	09/26/2024	\$1,111.00
00087234	ELIEZER ENGEL & THE DORN	09/26/2024	09/26/2024	\$3,362.00
00087235	LILLIE ENGLISH	09/26/2024	09/26/2024	\$216.00
00087236	ERICK R. ETHERIDGE	09/26/2024	09/26/2024	\$3,572.00
00087237	EVA GROVER	09/26/2024	09/26/2024	\$2,711.00
00087238	CORLISS EVANS	09/26/2024	09/26/2024	\$2,019.00
00087239	EXCELLENCE OF LYNWOOD INC	09/26/2024	09/26/2024	\$893.00
00087240	FAITHFUL CHURCH OF GOD IN CHRIST	09/26/2024	09/26/2024	\$885.00
00087241	FAITHFUL RED LLC	09/26/2024	09/26/2024	\$5,143.00
00087242	WESLEY J FARRELL	09/26/2024	09/26/2024	\$472.00
00087243	RUBEN FLOOD JR	09/26/2024	09/26/2024	\$1,003.00
00087244	JERMAINE FRANKLIN	09/26/2024	09/26/2024	\$1,499.00
00087245	JULIE S FRENCH	09/26/2024	09/26/2024	\$1,576.00
00087246	SAMUEL D. GARCIA	09/26/2024	09/26/2024	\$2,051.00
00087247	ALPHONZO OR WILLIE MAE GARLAND	09/26/2024	09/26/2024	\$1,830.00
00087248	UTA GARRETT	09/26/2024	09/26/2024	\$1,240.00
00087249	VICTOR GARRETT	09/26/2024	09/26/2024	\$1,637.00
00087250	GHE RENTALS LLC	09/26/2024	09/26/2024	\$4,657.00
00087251	MINNIE GIBSON FAMILY TRUST	09/26/2024	09/26/2024	\$1,134.00
00087252	RAUL GODINEZ	09/26/2024	09/26/2024	\$1,053.00
00087253	ALBELARDO GONZALEZ	09/26/2024	09/26/2024	\$1,689.00
00087254	CARMEN GONZALEZ	09/26/2024	09/26/2024	\$3,405.00
00087255	TAMESHIA GOODIN	09/26/2024	09/26/2024	\$3,450.00
00087256	LOIS CARROLL GOODLOE	09/26/2024	09/26/2024	\$734.00
00087257	CRAIG D GORDON	09/26/2024	09/26/2024	\$1,836.00
00087258	CHARLESTON J GRANTHAM	09/26/2024	09/26/2024	\$2,848.00
00087259	GREEN4 LLC	09/26/2024	09/26/2024	\$2,977.00

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00087260	DE ANDRE D GREENE	09/26/2024	09/26/2024	\$2,801.00
00087261	CHARMAINE Y GUMMS	09/26/2024	09/26/2024	\$1,454.00
00087262	DONALD RAY HALL	09/26/2024	09/26/2024	\$2,982.00
00087263	JONATHAN HAMMOND SR	09/26/2024	09/26/2024	\$747.00
00087264	DAVID HANCOCK	09/26/2024	09/26/2024	\$5,576.00
00087265	FRANK HARRIS JR	09/26/2024	09/26/2024	\$1,679.00
00087266	IVRY HARRIS	09/26/2024	09/26/2024	\$1,860.00
00087267	LOUIS D HARRIS	09/26/2024	09/26/2024	\$5,932.00
00087268	HATTIE E MCDANIEL LIVING TRUST	09/26/2024	09/26/2024	\$820.00
00087269	SHAWN HAWKINS	09/26/2024	09/26/2024	\$2,330.00
00087270	PHYLLIS HAYES	09/26/2024	09/26/2024	\$1,316.00
00087271	HEALTHCARE CAREER	09/26/2024	09/26/2024	\$1,559.00
00087272	LONEAR W HEARD-DAVIS	09/26/2024	09/26/2024	\$3,356.00
00087273	ALBERT L HEARVEY	09/26/2024	09/26/2024	\$1,576.00
00087274	RAFAEL HEREDIA	09/26/2024	09/26/2024	\$8,227.00
00087275	KATHERYN HERRERA	09/26/2024	09/26/2024	\$1,531.00
00087276	LOTTIE H HILLIARD	09/26/2024	09/26/2024	\$3,583.00
00087277	WAIL HINDI	09/26/2024	09/26/2024	\$4,871.00
00087278	NICHOLAS S HOGAN	09/26/2024	09/26/2024	\$1,228.00
00087279	BENJAMIN L. HOLIFIELD	09/26/2024	09/26/2024	\$456.00
00087280	KEVIN OR SHEREDA HOLMES	09/26/2024	09/26/2024	\$1,936.00
00087281	LEON C HOLMES	09/26/2024	09/26/2024	\$738.00
00087282	JESSIE LEE HOWARD	09/26/2024	09/26/2024	\$1,452.00
00087283	JOAN HUGHES	09/26/2024	09/26/2024	\$1,651.00
00087284	KENNETH OR CHERYL HUNTER	09/26/2024	09/26/2024	\$1,795.00
00087285	RICARDO IBARRA	09/26/2024	09/26/2024	\$1,331.00
00087286	MICHAEL IRVING	09/26/2024	09/26/2024	\$2,435.00
00087287	KIPLING JACKSON OR PAMELA WILLIAMS	09/26/2024	09/26/2024	\$1,987.00
00087288	CHARLES L & SANDRA E A JACKSON	09/26/2024	09/26/2024	\$2,901.00
00087289	SHANNON JACKSON	09/26/2024	09/26/2024	\$1,492.00
00087290	THERON JACKSON	09/26/2024	09/26/2024	\$1,752.00
00087291	JACQUELINE A. CELESTINE	09/26/2024	09/26/2024	\$1,920.00
00087292	JACQUELINE HIGGINS	09/26/2024	09/26/2024	\$1,301.00
00087293	ANTHONY F JAMES	09/26/2024	09/26/2024	\$1,560.00

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00087294	MESHA JAMES	09/26/2024	09/26/2024	\$1,505.00
00087295	PATRICIA JEFFERSON	09/26/2024	09/26/2024	\$2,131.00
00087296	JEFFERY HARRIS TRUST	09/26/2024	09/26/2024	\$1,108.00
00087297	BILLIE L JOHNSON	09/26/2024	09/26/2024	\$6,697.00
00087298	JAMES OR EULA JOHNSON	09/26/2024	09/26/2024	\$1,483.00
00087299	MARCUS C JOHNSON	09/26/2024	09/26/2024	\$1,591.00
00087300	DIANE E JOHNSON-WALKER	09/26/2024	09/26/2024	\$980.00
00087301	CHRISTOPHER M JONES	09/26/2024	09/26/2024	\$2,816.00
00087302	DARRYL JONES	09/26/2024	09/26/2024	\$1,491.00
00087303	DAVID JONES	09/26/2024	09/26/2024	\$982.00
00087304	HENRY JONES	09/26/2024	09/26/2024	\$527.00
00087305	JAMES OTIS JONES	09/26/2024	09/26/2024	\$2,581.00
00087306	JP COGHILL	09/26/2024	09/26/2024	\$4,018.00
00087307	KALIEV CLINTON AND EBONY CLINTON	09/26/2024	09/26/2024	\$7,865.00
00087308	KAY STREET INVESTMENTS LLC	09/26/2024	09/26/2024	\$1,183.00
00087309	KAY-COMPTON INVESTORS LLC	09/26/2024	09/26/2024	\$2,094.00
00087310	ALLEN J KENNETT	09/26/2024	09/26/2024	\$3,691.00
00087311	BARBARA KEYES	09/26/2024	09/26/2024	\$1,726.00
00087312	DAWIT KIDANE	09/26/2024	09/26/2024	\$3,219.00
00087313	KIM HOA INVESTMENTS LLC	09/26/2024	09/26/2024	\$7,132.00
00087314	MICHAEL KING	09/26/2024	09/26/2024	\$1,067.00
00087315	KNM PROPERTY MANAGEMENT INC	09/26/2024	09/26/2024	\$1,509.00
00087316	MAI NGOC LAM	09/26/2024	09/26/2024	\$1,278.00
00087317	TRACEY M LAWRENCE	09/26/2024	09/26/2024	\$1,284.00
00087318	GERALD LEE	09/26/2024	09/26/2024	\$598.00
00087319	HELEN LEE	09/26/2024	09/26/2024	\$1,786.00
00087320	JAMES JINHO LEE	09/26/2024	09/26/2024	\$1,670.00
00087321	GREGORY LEVY	09/26/2024	09/26/2024	\$1,815.00
00087322	FUMEI LIU	09/26/2024	09/26/2024	\$3,703.00
00087323	HESTER B LIVELY	09/26/2024	09/26/2024	\$794.00
00087324	HECTOR R LOPEZ	09/26/2024	09/26/2024	\$902.00
00087325	JOSUE LOPEZ	09/26/2024	09/26/2024	\$1,442.00
00087326	GREGORY LOWE	09/26/2024	09/26/2024	\$1,388.00
00087327	ALMA LURRY	09/26/2024	09/26/2024	\$885.00

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00087328	DANIELLE C LYLES	09/26/2024	09/26/2024	\$36.00
00087329	ASHOK OR MANJU MADAN	09/26/2024	09/26/2024	\$1,660.00
00087330	ARIL MANNING	09/26/2024	09/26/2024	\$768.00
00087331	CARDELL MANNING	09/26/2024	09/26/2024	\$1,226.00
00087332	MARTIN TEMPLE AME ZION CHURCH	09/26/2024	09/26/2024	\$2,784.00
00087333	GIOVANNI MARTINEZ	09/26/2024	09/26/2024	\$4,456.00
00087334	ANN BESSIE MATHEW	09/26/2024	09/26/2024	\$1,885.00
00087335	RUBY L MATTHEWS	09/26/2024	09/26/2024	\$361.00
00087336	ARTHUR OR VALENCIA MAYFIELD	09/26/2024	09/26/2024	\$545.00
00087337	EVERLEANE B MAYFIELD	09/26/2024	09/26/2024	\$732.00
00087338	GLORIA J HUFF MC QUEEN	09/26/2024	09/26/2024	\$1,811.00
00087339	AAKASH MEHTA	09/26/2024	09/26/2024	\$3,595.00
00087340	CARLOS MENDEZ	09/26/2024	09/26/2024	\$1,267.00
00087341	IGNACIO IBARRA MENDEZ	09/26/2024	09/26/2024	\$2,046.00
00087342	JUAN B MENDEZ	09/26/2024	09/26/2024	\$5,211.00
00087343	JOSE I. MENENDEZ INTERIANO	09/26/2024	09/26/2024	\$6,241.00
00087344	KIMBERLY MERINO	09/26/2024	09/26/2024	\$540.00
00087345	EULOS & BEVERLY MILLER	09/26/2024	09/26/2024	\$5,216.00
00087346	APRIL D MITCHELL	09/26/2024	09/26/2024	\$1,984.00
00087347	KINGSLEY M MMEJE	09/26/2024	09/26/2024	\$2,746.00
00087348	LETICIA MONTOKA	09/26/2024	09/26/2024	\$1,874.00
00087349	FELICIA MOODY	09/26/2024	09/26/2024	\$1,002.00
00087350	BILLIE JO MOORE	09/26/2024	09/26/2024	\$623.00
00087351	KAREN MORALES OR ANDREW MORALES	09/26/2024	09/26/2024	\$1,297.00
00087352	MARJIE P MOSLEY	09/26/2024	09/26/2024	\$825.00
00087353	ROY LEE MOSLEY	09/26/2024	09/26/2024	\$1,856.00
00087354	JOE MOTEN JR	09/26/2024	09/26/2024	\$971.00
00087355	NADIA MUNDY-WALKER	09/26/2024	09/26/2024	\$1,820.00
00087356	OXFORD MURRAY	09/26/2024	09/26/2024	\$1,269.00
00087357	NGAN FAMILY TRUST	09/26/2024	09/26/2024	\$2,398.00
00087358	HAP THI NGUYEN	09/26/2024	09/26/2024	\$4,664.00
00087359	JAMES OGBURN	09/26/2024	09/26/2024	\$664.00
00087360	KATHY OH & TIMOTHY DEBAETS	09/26/2024	09/26/2024	\$6,431.00
00087361	ORANGE COUNTY HOUSING AUTHORITY	09/26/2024	09/26/2024	\$4,884.56

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00087362	CHIERE J. OR HAROLD L. OWENS	09/26/2024	09/26/2024	\$1,027.00
00087363	ESTATE OF OLLIE LEE PALMER	09/26/2024	09/26/2024	\$743.00
00087364	TAMARA MELTON PARKS	09/26/2024	09/26/2024	\$2,573.00
00087365	MARIO C PERES	09/26/2024	09/26/2024	\$514.00
00087366	OCTAVIANA PEREZ	09/26/2024	09/26/2024	\$489.00
00087367	PI PROPERTIES NO 34 LLC	09/26/2024	09/26/2024	\$2,570.00
00087368	PI PROPERTIES NO 86 LLC	09/26/2024	09/26/2024	\$1,437.00
00087369	JOSE L PINEDA	09/26/2024	09/26/2024	\$2,034.00
00087370	CLARISSA PINTO RIBEIRO	09/26/2024	09/26/2024	\$1,577.00
00087371	ERIC G PIPKIN	09/26/2024	09/26/2024	\$2,026.00
00087372	VELMA POPLAR	09/26/2024	09/26/2024	\$1,482.00
00087373	VALERIE E. PORTER	09/26/2024	09/26/2024	\$1,822.00
00087374	ANDREA Y OR PAMELA EDWARDS POWELL	09/26/2024	09/26/2024	\$808.00
00087375	PRADO REAL ESTATE	09/26/2024	09/26/2024	\$1,906.00
00087376	DIANE PRINCE	09/26/2024	09/26/2024	\$1,089.00
00087377	LAWRENCE M RAMSEY	09/26/2024	09/26/2024	\$4,875.00
00087378	MONA RANDLE	09/26/2024	09/26/2024	\$1,220.00
00087379	REAL CHOICE MGMT INC	09/26/2024	09/26/2024	\$7,608.00
00087380	REBECCA OPONG	09/26/2024	09/26/2024	\$1,886.00
00087381	GARY A REECE	09/26/2024	09/26/2024	\$3,866.00
00087382	RENNAL BARNES	09/26/2024	09/26/2024	\$1,256.00
00087383	DANIELA REYES	09/26/2024	09/26/2024	\$1,764.00
00087384	ANDREW REYNOLDS	09/26/2024	09/26/2024	\$1,463.00
00087385	LADONNA CARTER RIDGWAY	09/26/2024	09/26/2024	\$1,611.00
00087386	MIKE RIOS	09/26/2024	09/26/2024	\$526.00
00087387	RENEE RIOS	09/26/2024	09/26/2024	\$6,911.00
00087388	GILBERTO RIVERA	09/26/2024	09/26/2024	\$1,579.00
00087389	RJS FINANCIAL INC	09/26/2024	09/26/2024	\$4,696.00
00087390	VENUS J M ROBERTS	09/26/2024	09/26/2024	\$959.00
00087391	IRENE OR MARVIN K ROBINSON	09/26/2024	09/26/2024	\$2,224.00
00087392	MICHELLE A GLASPIE ROBINSON	09/26/2024	09/26/2024	\$1,539.00
00087393	ERNIE ROBLES	09/26/2024	09/26/2024	\$2,501.00
00087394	ERIK ROGERS	09/26/2024	09/26/2024	\$4,757.00
00087395	CRISTINA ROJO	09/26/2024	09/26/2024	\$1,320.00

City of Compton
Simplified Consolidated Checks Register

09/01/2024 to 09/30/2024

Job Number: 1873086

Check	Payee Name	Check Date	Cancel Date	Check Amount
00087396	CINDY ROSS	09/26/2024	09/26/2024	\$1,726.00
00087397	AQUIL SAAFIR	09/26/2024	09/26/2024	\$2,370.00
00087398	SAINT JAMES BUILDING LLC	09/26/2024	09/26/2024	\$5,649.00
00087399	LILLIAN SALDANA-SIMONIAN	09/26/2024	09/26/2024	\$3,372.00
00087400	JOSE SANCHEZ	09/26/2024	09/26/2024	\$1,446.00
00087401	ICILDA SANFORD	09/26/2024	09/26/2024	\$1,725.00
00087402	SANTA FE APARTMENTS CORP	09/26/2024	09/26/2024	\$2,149.00
00087403	SCTHU LLC	09/26/2024	09/26/2024	\$1,158.00
00087404	SCWJ LLC	09/26/2024	09/26/2024	\$10,005.00
00087405	MAXIMILIANO S & CONCEPCION SEGOVIA	09/26/2024	09/26/2024	\$1,774.00
00087406	THOMAS SELETOS	09/26/2024	09/26/2024	\$2,010.00
00087407	VERGIE E SEYMORE	09/26/2024	09/26/2024	\$3,578.00
00087408	TRACY D SHAW	09/26/2024	09/26/2024	\$1,748.00
00087409	LEE & SARAH SHELTON	09/26/2024	09/26/2024	\$1,378.00
00087410	DEBRA A SHELTON-LOVE	09/26/2024	09/26/2024	\$5,139.00
00087411	MANDI SHERMAN	09/26/2024	09/26/2024	\$1,446.00
00087412	SIOF 4 PROPERTIES LLC	09/26/2024	09/26/2024	\$3,768.00
00087413	TATIANA SMITH	09/26/2024	09/26/2024	\$2,751.00
00087414	TYRONE SMITH	09/26/2024	09/26/2024	\$5,287.00
00087415	WILBERT OR LEE ETTA SMITH	09/26/2024	09/26/2024	\$1,580.00
00087416	YOLANDA Y SMITH	09/26/2024	09/26/2024	\$1,333.00
00087417	ONOFRE SNATIAGO JR.	09/26/2024	09/26/2024	\$3,279.00
00087418	SOLA IMPACT FUND II LP	09/26/2024	09/26/2024	\$530.00
00087419	ASHOK K SOOD OR SUSHAM SOOD	09/26/2024	09/26/2024	\$5,377.00
00087420	SOUTHWESTERN ENTERPRISES	09/26/2024	09/26/2024	\$4,927.00
00087421	DEBRA E SPEARS	09/26/2024	09/26/2024	\$2,049.00
00087422	RICKY A SPIRES	09/26/2024	09/26/2024	\$1,557.00
00087423	ST AMANT PROPERTIES LLC	09/26/2024	09/26/2024	\$3,407.00
00087424	JOHNNY STALLWORTH II	09/26/2024	09/26/2024	\$1,037.00
00087425	ALEX STAMIREs	09/26/2024	09/26/2024	\$10,311.00
00087426	STANLEY & LEATRICE JOHNSON	09/26/2024	09/26/2024	\$1,159.00
00087427	JOSEPH STEPHEN	09/26/2024	09/26/2024	\$5,122.00
00087428	KHALID STEVENS	09/26/2024	09/26/2024	\$9,710.00
00087429	TARA SUTTLE	09/26/2024	09/26/2024	\$11,087.00

City of Compton
Simplified Consolidated Checks Register

09/01/2024 to 09/30/2024

Job Number: 1873086

Check	Payee Name	Check Date	Cancel Date	Check Amount
00087430	SYCLE GROUP LLC	09/26/2024	09/26/2024	\$4,256.00
00087431	TERRY LYNN TASBY	09/26/2024	09/26/2024	\$786.00
00087432	DELETHA TAYLOR	09/26/2024	09/26/2024	\$1,442.00
00087433	JACQUELINE TAYLOR	09/26/2024	09/26/2024	\$2,508.00
00087434	LAVERNE TAYLOR	09/26/2024	09/26/2024	\$782.00
00087435	TDB CONSULTING SOLUTIONS INC	09/26/2024	09/26/2024	\$5,921.00
00087436	THE EAGLES LIVING TRUST/	09/26/2024	09/26/2024	\$1,634.00
00087437	THE JETTIE K BUTLER TRUST ESTATE	09/26/2024	09/26/2024	\$1,590.00
00087438	THE PRUDE FAMILY TRUST	09/26/2024	09/26/2024	\$1,547.00
00087439	EVELYN THIBEAUX	09/26/2024	09/26/2024	\$678.00
00087440	PAMELA THOMAS ANDERSON	09/26/2024	09/26/2024	\$1,568.00
00087441	LISA THOMAS RAMIREZ	09/26/2024	09/26/2024	\$1,869.00
00087442	BERDIS THOMPSON	09/26/2024	09/26/2024	\$560.00
00087443	JERRY D THORNTON	09/26/2024	09/26/2024	\$937.00
00087444	EVA J TOLBERT	09/26/2024	09/26/2024	\$6,993.00
00087445	ALEXANDRU TOLOCENCO	09/26/2024	09/26/2024	\$1,227.00
00087446	LATANYA J ALLEN TOWNSEND	09/26/2024	09/26/2024	\$1,874.00
00087447	KEVIN L TUCKER	09/26/2024	09/26/2024	\$2,080.00
00087448	TURMEL WOODS	09/26/2024	09/26/2024	\$1,819.00
00087449	TURNER BOBBIT IRREVOCABLE TRUST	09/26/2024	09/26/2024	\$997.00
00087450	ARENA M. TURNER-COPELAND	09/26/2024	09/26/2024	\$649.00
00087451	JOSEPHINE TWINE	09/26/2024	09/26/2024	\$1,437.00
00087452	MJENZI R UJAMAA	09/26/2024	09/26/2024	\$1,957.00
00087453	URBAN STREET VENTURES INC	09/26/2024	09/26/2024	\$6,832.00
00087454	IRENE URIBE	09/26/2024	09/26/2024	\$1,744.00
00087455	GLORIA VALDEZ	09/26/2024	09/26/2024	\$1,257.00
00087456	SHEILA VASQUEZ	09/26/2024	09/26/2024	\$1,534.00
00087457	FREDESVINDA VELAZQUEZ	09/26/2024	09/26/2024	\$4,127.00
00087458	ALTAGRACIA VENEGAS	09/26/2024	09/26/2024	\$1,460.00
00087459	JOSE MANUEL VILLALOBOS	09/26/2024	09/26/2024	\$587.00
00087460	DONALD S WADE	09/26/2024		\$963.00
00087461	DIANE WALDER GROOMES	09/26/2024	09/26/2024	\$1,635.00
00087462	DARREN WALKER	09/26/2024	09/26/2024	\$1,966.00
00087463	JAMES WALKER	09/26/2024	09/26/2024	\$1,002.00

City of Compton
Simplified Consolidated Checks Register

09/01/2024 to 09/30/2024

Job Number: 1873086

Check	Payee Name	Check Date	Cancel Date	Check Amount
00087464	GAIL M WASHINGTON	09/26/2024	09/26/2024	\$726.00
00087465	WATTS LABOR COMMUNITY ACTION	09/26/2024	09/26/2024	\$707.00
00087466	WILLIE A WATTS-TROUTMAN	09/26/2024	09/26/2024	\$479.00
00087467	JESSE R or YVONNE A WEBB	09/26/2024	09/26/2024	\$1,507.00
00087468	WESTM L LLC	09/26/2024	09/26/2024	\$8,856.00
00087469	WILLIAM L. EDWARDS AND	09/26/2024	09/26/2024	\$6,126.00
00087470	MONIQUE WILKES	09/26/2024	09/26/2024	\$3,912.00
00087471	TYRONE OR GERALDINE WILLIAMS	09/26/2024	09/26/2024	\$2,940.00
00087472	MARIE WILLIS	09/26/2024	09/26/2024	\$1,607.00
00087473	WISE CAPITAL LLC	09/26/2024	09/26/2024	\$1,391.00
00087474	JOHNNY OR PEGGIE WITHERS	09/26/2024	09/26/2024	\$8,970.00
00087475	BILLIE WOODS	09/26/2024	09/26/2024	\$1,326.00
00087476	BARUCH YISRAEL	09/26/2024	09/26/2024	\$2,552.00

** SORT TOTALS **

Reversed:	\$963.00
Cancelled:	\$2,489,126.38
EP Group Total:	\$2,490,089.38

00002058	NEW WEST LANDSCAPING	09/10/2024	\$5,244.00
00002059	AUSTIN UBA OKONTA	09/10/2024	\$1,395.00
00002060	NEW WEST LANDSCAPING	09/24/2024	\$5,994.00

** SORT TOTALS **

Issued:	\$12,633.00
SA Group Total:	\$12,633.00

** GRAND TOTALS **		Grand Total:	\$6,255,820.33

October 22, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING AN LEASE AGREEMENT BETWEEN CLPF GATEWAY
TOWNE CENTER LP AND THE CITY OF COMPTON FOR A SHERIFF
SUBSTATION AT THE GATEWAY TOWNE CENTER**

SUMMARY

Adoption of this Resolution will authorize the City Manager to enter into a Lease Agreement with CLPF Gateway Towne Center LP pursuant to a Reimbursement Agreement to enhance public safety at the Gateway Towne Center.

BACKGROUND

On October 23, 2007, Resolution 22,463 Compton City Council determined that there was a vital need for a sheriff's substation in the Gateway Towne Center shopping center in order to enhance public safety at the Gateway Towne Center.

The Gateway Towne Center represents a major revenue generating retail/commercial facility in the City of Compton. The proposed substation would enhance the safety of the shoppers at the retail establishments in the center and provide the tenants with the added peace of mind in knowing that law enforcement is one of their neighbors in the shopping center.

STATEMENT OF ISSUE

The fifteen (15) year Lease Agreement for the Sheriff Sub-Station space at the Gateway Towne Center expired on October 23, 2022.

CLPF Gateway Towne Center LP seeks to enter into a lease agreement with the City of Compton for an additional five (5) year period for the Sheriff Sub-Station at 200 Towne Center Drive, Suite 102, approximate 1,202 rentable square feet, free of charge to the City of Compton.

FISCAL IMPACT

The existing \$47,000.56 security deposit held by the Landlord under the original lease agreement shall continue to be held as security for the full and faithful performance by Tenant of all the terms, conditions of this Lease to be performed by Tenant. There is no monthly lease fee and therefore no fiscal impact to the Fiscal Year 2024-2025 Budget.

RECOMMENDATION

Staff recommends that the City Council approves the attached Lease Agreement.

WILLIE A. HOPKINS
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING AN LEASE AGREEMENT BETWEEN CLPF GATEWAY
TOWNE CENTER LP AND THE CITY OF COMPTON FOR A SHERIFF
SUBSTATION AT THE GATEWAY TOWNE CENTER**

WHEREAS, on October 23, 2007, Resolution 22,463 Compton City Council determined that there was a vital need for a sheriff's substation in the Gateway Towne Center shopping center in order to enhance public safety at the Gateway Towne Center; and

WHEREAS, the Gateway Towne Center represents a major revenue generating retail/commercial facility in the City of Compton. The proposed substation would enhance the safety of shoppers at the retail establishments in the center and provide the tenants with the added peace of mind in knowing that law enforcement is one of their neighbors in the center; and

WHEREAS, the fifteen (15) year Lease Agreement for the Sheriff Sub-Station space at the Gateway Towne Center expired on October 23, 2022; and

WHEREAS, CLPF Gateway Towne Center LP seeks to enter into a lease agreement with City of Compton for an additional five (5) year period for the Sheriff Sub-Station at 200 Towne Center Drive, Suite 102, approximate 1,202 rentable square feet, free of charge to the City of Compton; and

WHEREAS, adoption of this Resolution will authorize the City Manager to enter into a Lease Agreement with CLPF Gateway Towne Center LP pursuant to a Reimbursement Agreement to enhance public safety at the Gateway Towne Center.

WHEREAS, the existing \$47,000.56 security deposit held by the Landlord under the original lease shall continue to be held as security for the full and faithful performance by Tenant of all the terms, conditions of this Lease to be performed by Tenant. There is no monthly lease fee and therefore no fiscal impact to the Fiscal Year 2024-2025 Budget.

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 (5) year lease agreement with CLPF Gateway Towne Center LP for the Sheriff Sub-Station at 200 Towne Center Drive, Suite 102, approximate 1,202 rentable square feet, free of charge to the City of Compton.

Section 2. That the City Council hereby finds that the transaction will enhance the safety of shoppers at the retail establishments in the center and provide the tenants with the added peace of mind in knowing that law enforcement is one of their neighbors in the shopping center.

Section 3. The existing \$47,000.56 security deposit held by the Landlord under the original lease shall continue to be held as security for the full and faithful performance by Tenant of all the terms, conditions of this Lease to be performed by Tenant. There is no monthly lease fee and therefore no fiscal impact to the Fiscal Year 2024-2025 Budget.

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

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 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 this Resolution was adopted by the following vote, to wit:

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

CITY CLERK OF THE CITY OF COMPTON

SHOPPING CENTER LEASE

BY AND BETWEEN

CLPF GATEWAY TOWNE CENTER LP,

a Delaware limited partnership,

AS LANDLORD

AND

CITY OF COMPTON,

a California municipal corporation,

AS TENANT

SHOPPING CENTER LEASE

THIS SHOPPING CENTER LEASE is made and entered as of _____, 2024, by and between **CLPF GATEWAY TOWNE CENTER LP**, a Delaware limited partnership ("**Landlord**"), and the **CITY OF COMPTON**, a California municipal corporation.

ARTICLE I **BASIC LEASE PROVISIONS**

- 1.1. **Date of Lease:** _____, 2024.
- 1.2. **Tenant's Trade Name:** City of Compton, "Los Angeles County Sheriff Substation" or such other trade name that the Los Angeles County Sheriff's Department uses in a majority of their substations.
- 1.3. **Shopping Center:** Gateway Towne Center, located near the intersection of E. Artesia Boulevard and S. Alameda Street in the City of Compton in Los Angeles County, California.
- 1.4. **Premises:** Address: 200 Towne Center Drive, Suite 102, Compton, California 90220.
- 1.5. **Floor Area:** Approximately 1,202 rentable square feet.
- 1.6. **Term:** Five (5) years.
- 1.7. **Intentionally Deleted.**
- 1.8. **Minimum Rent:** \$0.00.
- 1.9. **Percentage Rent Rate:** None.
- 1.10. **Use of Premises:** The Premises shall be used only for the operation of a sheriff's or law enforcement substation (the "**Permitted Use**"), and for no other purpose without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. The Premises shall be used solely for the uses stated above and for no other use or purpose.
- 1.11. **Security Deposit:** The existing \$47,000.56 security deposit held by Landlord under the Original Lease (as defined in Section 3.1 below) shall continue to be held by Landlord as security for the full and faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease to be performed by Tenant.
- 1.12. **Guarantor:** None.
- 1.13. **Address for Notices to Tenant:**
City of Compton-City Manager's Office

205 S. Willowbrook Avenue
Telephone Number. (310) 605-5585
- 1.14. **Address for Notices to Landlord:**

CLPF Gateway Towne Center LP
601 S. Figueroa Street, #3600
Los Angeles, CA 90036
Attn: Retail Asset Manager

With a copy to:

CLPF Gateway Towne Center LP
c/o Vestar Property Management
7575 Carson Blvd.
Long Beach, CA 90808
Attn: Vice President, Property Management.

- 1.15. **Interest Rate:** means the greater of ten percent (10%) per annum or two percent (2%) in excess of the prime lending or reference rate of Wells Fargo Bank N.A. or any successor bank in effect on the twenty-fifth (25th) day of the calendar month immediately prior to the event giving rise to the Interest Rate imposition; provided, however, the Interest Rate will in no event exceed the maximum interest rate permitted to be charged by applicable law.
- 1.16. **OEA:** means that certain Operation and Easement Agreement dated November 28, 2006, by and among Prism-IQ Partners, LLC, Target Corporation and Home Depot U.S.A., Inc., recorded in the Official Records of Los Angeles County, California, on November 28, 2006, as Instrument No. 20062620928, as such Operation and Easement Agreement may be modified from time to time.
- 1.17. **Master CUP:** means that certain Conditional Use Permit Case No. 2482 recorded in the Official Records of Los Angeles County, California, on January 24, 2005, as Document No. 0165433.

Landlord's Initials: _____

Tenant's Initials: _____

ARTICLE II

LEASED PREMISES

2.1. Premises; Floor Area; Shopping Center.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, those certain Premises described in Section 1.4 which are located in the Shopping Center described in Section 1.3. The Premises consist of a store having "Floor Area" (as defined in the OEA) of approximately that square footage stated in Section 1.5. **"Floor Area,"** as defined in the OEA, means the aggregate of the actual number of square feet of space contained on each floor within a building, including any mezzanine, balcony, subterranean or basement space, as measured from the exterior faces of the exterior walls or store front and/or the center line of any common walls; provided, however, that the following areas shall not be included in such calculation: (i) space attributable to any multi-deck, platform, storage mezzanine, rack or other multi-level system used solely for the storage of merchandise which is located above ground floor; (ii) any space used solely for building utilities or mechanical equipment; (iii) space within an "Outside Sales Area" (as defined in the OEA); (iv) the "Garden Center" located on the "Home Depot Tract" (as such terms are defined in the OEA); and (v) space used for outdoor seating for customers or restaurants and/or other food service businesses allocated exclusively to one occupant. A depiction of the floor plan of the Premises is attached to this Lease as **Exhibit "A."** The boundaries and location of the Shopping Center of which the Premises is a part are generally depicted on the site plan attached to this Lease as **Exhibit "B"** (the **"Site Plan"**). Tenant acknowledges that the site plan attached as **Exhibit "B"** sets forth a general layout of the Shopping Center and shall not be deemed a representation by Landlord that any tenants or occupants designated by name or type of business will conduct business in the Shopping Center, or that the Shopping Center will not be expanded, reduced or otherwise modified.

As used in this Lease, the **"Shopping Center"** means that certain real property owned by Landlord described in **Exhibit C-1** attached to this Lease (**"Landlord's Property"**), and that certain real property owned by Target Corporation described in **Exhibit "C-2"** attached to this Lease (the **"Target Tract"**), as the same may be modified from time to time throughout the Term of this Lease. As of the Date of this Lease, that portion of the Landlord's Property described on **Exhibit "C-3"** (the **"Home Depot Tract"**), is subject to a ground lease (the **"Home Depot Lease"**) with Home Depot U.S.A., Inc. (**"Home Depot"**). That portion of Landlord's Property that is not subject to the Home Depot Lease is referred to herein and in the OEA as the **"Developer Tract"**. Landlord may at any time and from time to time change the shape, size, location, number, height and extent of the improvements on the Developer Tract and eliminate or add any improvements to any portion of the Developer Tract and add land to it or eliminate land from it, provided, however, that Landlord shall endeavor to perform such changes in such a manner so as to minimize any material interference to Tenant's business conducted from the Premises, access to and from the Premises or parking serving the Premises.

2.2. Reservations.

Provided Landlord does not unreasonably interfere with Tenant's use of and access to the Premises, Landlord reserves the right at any time to (i) make alterations or additions to the building in which the Premises are contained (the **"Building"**); (ii) construct other buildings or improvements in the Shopping Center and to make alterations or additions thereto; and (iii) go on the roof of the Premises for the purpose of effecting certain items of repair and maintenance as provided in this Lease. Easements for light and air are not included with the Premises.

2.3. Conditions of Record.

Landlord's title is subject to: (a) the effect of any covenants, conditions, restrictions, easements, reciprocal easement and operating agreements, development agreements, mortgages or deeds of trust, ground leases, rights of way, and other matters or documents of record now or hereafter recorded against Landlord's title, including without limitation the OEA, (b) the effects of all zoning laws of the city, county and state where the Shopping Center is situated, and (c) general and special taxes and assessments. As to Tenant's leasehold estate Tenant, and all persons in possession or holding under Tenant, will conform

to and will not violate said matters of record. This Lease is and shall be subject and subordinate to said matters of record and any amendments or modifications thereto.

2.4. **CASp Notification.**

Pursuant to California Civil Code Section 1938, Landlord is required to inform Tenant whether the Premises has undergone inspection by a Certified Access Specialist ("**CASp**") to determine whether the Premises meets all applicable construction-related accessibility standards pursuant to Section 55.53 of the California Civil Code. Landlord hereby certifies to Tenant that, as of the date of this Lease, neither the Premises nor the Shopping Center have been inspected by a CASp. As required by Section 1938(e) of the California Civil Code, Landlord hereby states as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In furtherance of the foregoing, Landlord and Tenant hereby agree that any CASp inspection requested by Tenant shall be conducted at Tenant's sole cost and expense and any repairs necessary to correct violations of construction-related accessibility standards within the Premises disclosed by such inspection shall be performed by Tenant at its sole cost and expense.

2.5. **Substitute Premises.**

Landlord shall have the right from time to time during the Term of this Lease to relocate the Premises within the Shopping Center on the following terms and conditions: (i) the Floor Area of the substitute premises ("Substitute Premises") is equal to the Floor Area of the Premises (subject to a variation of up to ten percent (10%) in the Floor Area of the Substitute Premises, provided that the amount of rent payable under this Lease is not thereby increased); (ii) Landlord shall pay the cost of providing tenant improvements in the Substitute Premises substantially comparable to the tenant improvements in the Premises as of the date of this Lease; (iii) Landlord shall pay the expenses directly related to and reasonably incurred by Tenant in connection with such relocation to the Substitute Premises; and, (iv) Landlord shall not be liable for (a) any loss of business or good will, or (b) any damage to Tenant's personal property relocated, unless caused by Landlord's or its employees' gross negligence or willful misconduct. Landlord shall deliver to Tenant written notice of Landlord's election to relocate the Premises specifying the new location at least ninety (90) days prior to the date the relocation is to be effective. Tenant shall not be entitled to any compensation for any inconvenience or interference with Tenant's business or to any abatement or reduction of rent (other than as set forth hereinabove) in connection with any relocation.

ARTICLE III

TERM

3.1. **Term; Commencement Date; Expiration of Original Lease and Substation Reimbursement Agreement.**

The term of this lease (the "**Term**") shall commence on _____, 2024 (the "**Commencement Date**") and shall terminate on the date immediately preceding the fifth (5th) anniversary of the Commencement Date, unless sooner terminated in accordance with the terms of this Lease. As used in this Lease, "**Lease Year**" means the twelve (12) month period commencing on the Commencement Date, and each subsequent twelve (12) month period during the Term. Landlord and Tenant acknowledge that Tenant is currently leasing the Premises under that certain Shopping Center Lease dated October 23, 2007 (the "**Original Lease**") by and between Landlord's predecessor-in-interest, Prism-IQ Partners, LLC, a California limited liability company ("**Original Landlord**"), and Tenant's

predecessor-in-interest, the Community Redevelopment Agency of the City of Compton, a public body, corporate and politic ("**Original Tenant**"), the term of which has expired and Tenant has continued to occupy the Premises under the Original Lease on a month-to-month basis under the terms of the Original Lease. Landlord and Tenant hereby agree that from and after the Commencement Date of this Lease, the Original Lease shall be of no further force or effect, except for those obligations which expressly survive such termination. Landlord and Tenant acknowledge that, concurrently with Original Landlord's and Original Tenant's execution of the Original Lease, Original Landlord and Original Tenant entered into that certain Substation Reimbursement Agreement dated as of October 27, 2003 (the "**Substation Reimbursement Agreement**"). Landlord and Tenant acknowledge that the Substation Reimbursement has expired and (a) the term of the Substation Reimbursement Agreement is not being extended or otherwise renewed, and (b) neither Landlord nor Tenant shall have the right to terminate this Lease as a result of the expiration of the Substation Agreement.

ARTICLE IV **RENT**

4.1. Minimum Rent.

Landlord and Tenant agree that Tenant shall have no obligation to pay to Landlord any Minimum Rent for the Premises during the Term.

4.2. Additional Rent.

All sums required to be paid by Tenant to Landlord pursuant to this Lease whether or not designated as rent, shall be deemed to be rent for purposes of this Lease.

4.3. Late Payment.

If Tenant fails to pay any additional rent due under this Lease within five (5) days after the same has become due, both Tenant and Landlord agree that Landlord will incur additional expenses including, but not limited to, extra collection efforts and handling costs. Both parties agree that should Tenant so fail to pay its rent, Landlord is entitled to compensation for the detriment caused by the failure, but that it is extremely difficult and impractical to ascertain the extent of the detriment. The parties therefore agree that should Tenant fail to pay any rent due hereunder within five (5) days after the same becomes due, Landlord shall be entitled to recover from Tenant as a late charge the greater of (i) ten percent (10%) of the amount past due or (ii) two hundred fifty dollars (\$250.00). Such past due amounts shall also bear interest at the Interest Rate set forth in Section 1.15 from the date due until paid. Tenant further shall pay Landlord any costs incurred by Landlord in the collection of such past due rent including, but not limited to, fees of an attorney and/or collection agency. Nothing herein contained shall limit any other remedy of Landlord under this Lease. Landlord shall also have the right to require Tenant to pay any past due sums by cashier's check or money order.

ARTICLE V **CONDITION OF THE PREMISES**

5.1. Condition of the Premises, Possession.

Tenant acknowledges that Tenant has been in possession of the Premises since approximately January 1, 2008 under the Original Lease, Tenant is familiar with the condition of the Premises and Tenant accepts the Premises in its presently existing, "as is" condition, without representation, warranty or any improvements by Landlord of any kind whatsoever. Tenant acknowledges that neither Landlord nor any agent nor any employee of Landlord has made any representations or warranty with respect to the Premises or the Shopping Center or with respect to the suitability of either for the conduct of Tenant's business and Tenant expressly warrants and represents that Tenant has relied solely on its own investigation and inspection of the Premises and the Shopping Center in its decision to enter into this

Lease and let the Premises in an "as-is" condition. Except as otherwise expressly provided herein, no promise of Landlord to alter, remodel, repair, or improve the Premises or the Center, and no representation, express or implied, respecting any matter or thing relating to the Premises, Shopping Center, or this Lease (including, without limitation, the condition of the Premises or the Shopping Center) has been made to Tenant by Landlord or its broker or sales agent other than as may be contained herein.

ARTICLE VI RECORDS AND BOOKS OF ACCOUNT

Intentionally Deleted.

ARTICLE VII AUDIT

Intentionally Deleted.

ARTICLE VIII TAXES

8.1. Real Property Taxes.

Intentionally Deleted.

8.2. Personal Property Taxes.

Tenant shall pay prior to delinquency all federal, municipal, county or state taxes, charges, assessments and fees assessed during the Term against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Premises by Tenant, whether or not title thereto is vested in Tenant.

ARTICLE IX SECURITY DEPOSIT

9.1. Amount of Deposit.

The existing \$47,000.56 security deposit held by Landlord under the Original Lease (the "**Security Deposit**") shall continue to be held by Landlord, without liability for interest, as partial security for the full and faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be performed by Tenant, including, without limitation, those relating to the payment of any rent, repairing the Premises (other than normal wear and tear) and cleaning the Premises upon termination of the Term. Landlord may commingle the Security Deposit and shall not be required to keep it separate from its general funds.

9.2. Use and Return of Deposit.

In the event of the failure of Tenant to abide by any of the terms, covenants and conditions of this Lease, including without limitation those relating to rent, repairs (other than normal wear and tear) and cleaning Landlord may, at its option, use any amount of the Security Deposit for the payment of any overdue rents, the cost of any necessary repairs, the cost of cleaning the Premises, or the payment of any other sum which Landlord may expend or may be required to expend, or any damages which Landlord may incur by reason of Tenant's default with respect to any of the terms, covenants and conditions of this Lease. Tenant hereby waives any provisions of law, now or hereafter in force, regarding security deposits, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of Rents, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may in addition claim those sums reasonably necessary to

compensate Landlord for any other loss or damage caused by Tenant's default with respect to any of the terms, covenants or conditions of this Lease. Tenant shall, upon the written demand of Landlord, immediately remit to Landlord a sufficient amount to restore the Security Deposit to the original sum deposited. Failure to do so within five (5) business days after such demand shall constitute a material breach of this Lease. If Tenant complies with all of the terms, covenants and conditions of this Lease and promptly pays when due all of the rent herein provided and all other sums payable by Tenant to Landlord, upon the expiration of the Term, Landlord shall return the Security Deposit to Tenant in accordance with applicable California law.

9.3. Transfer of Security Deposit.

Following a termination of Landlord's interest in the Lease, whether by sale or other transfer, and upon Landlord's compliance with Section 1950.7(d) of the California Civil Code or any successor statute thereto, Landlord shall be relieved of any further liability with respect to the Security Deposit.

ARTICLE X CONDUCT OF BUSINESS BY TENANT

10.1. Use of Premises.

Tenant shall use the Premises solely for the use specified in Section 1.10. Tenant shall not use, or permit the Premises or any part thereof to be used, for any other use without Landlord's prior written consent which may be withheld in Landlord's sole and absolute discretion. Tenant shall operate its business in the Premises only under the trade name specified in Section 1.2 unless a different name is approved by Landlord, which approval shall not be unreasonably withheld.

Without limiting the generality of the preceding paragraph, Tenant agrees as follows:

(a) Tenant acknowledges that it is aware that the OEA and the Master CUP prohibit certain uses at the Shopping Center. Tenant also acknowledges that leases with certain tenants designate that tenant's "primary use" of its premises. Accordingly, Tenant covenants that it shall not use or allow the Premises to be used for any such prohibited or primary use (whether granted previously or in the future). Without limiting Landlord's other remedies under this Lease, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, suits, judgments, injunctions, losses, liabilities, costs and expenses (including actual attorneys' fees and costs of suit) arising out of or in connection with a breach of this covenant by Tenant, or and assignee, sub-tenant, licensee or concessionaire of Tenant.

(b) Tenant shall at no time allow gaming machines (slots or otherwise) and/or arcade amusement machines (pinball, video, etc.) to be used, operated or kept within the Premises. Tenant shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenants or their customers in the Shopping Center.

(c) No use shall be made or permitted to be made of the Premises, nor acts done, which will increase the existing rate of insurance upon the Building, or cause a cancellation of any insurance policy covering the Premises or any part thereof. Tenant shall not sell or permit to be kept, used, stored or sold in or about Premises any article which may be prohibited by standard form fire insurance policies. Tenant shall, at its sole cost, comply with any and all requirements pertaining to the use of the Premises of any insurance organization or company necessary for the maintenance of the fire and public liability insurance described in this Lease covering the Building and its appurtenances. If Tenant's use of the Premises results in a rate increase for the Building, Tenant shall pay within ten (10) days of billing from Landlord, as additional rent, a sum equal to the additional premium caused by such rate increase.

(d) Tenant shall use its best efforts to complete, or cause to be completed, all deliveries, loading, unloading and services to the Premises prior to 10:00 a.m. each day. Tenant shall ensure that no delivery trucks or other vehicles servicing the Premises park in front of the Premises between the hours of

10:00 a.m. and 9:00 p.m. Landlord reserves the right to further regulate the activities of Tenant with regards to deliveries and servicing of the Premises.

(e) Tenant shall not be open for business before 10:00 a.m. nor after 9:00 p.m. Sunday through Thursday or after 10:00 p.m. on Friday and Saturday.

10.2. **Continuous Operation and Staffing of Premises.**

Tenant shall continuously use, operate and actually occupy the Premises and keep the Premises open to the public on such days and during such hours as may be reasonably designated by Landlord ("**Operating Hours**"), except to the extent prevented by a Force Majeure Event. Tenant shall staff the Premises with a reasonable number of Los Angeles County Sheriff's Department deputies or equivalent law enforcement officers employed by Tenant qualified to perform law enforcement services at the Premises during all Operating Hours. Tenant shall conduct its operations at the Premises at all times in a professional manner consistent with reputable business standards and practices, and such that a high reputation of the Shopping Center is developed and enhanced. If for any reason Tenant fails to continuously occupy and remain open to the public and staff the Premises with a reasonable number of Los Angeles County Sheriff's Department deputies or other law enforcement officers personnel during all Operating Hours as provided herein, subject to temporary closures as a result of a Force Majeure Event, Landlord shall have the right to terminate this Lease and recapture the Premises upon not less than ninety (90) days prior written notice to Tenant ("**Landlord's Recapture Notice**"). If, prior to the termination date specified in Landlord's Recapture Notice, Tenant delivers to Landlord notice ("**Tenant's Recapture Avoidance Notice**") that Tenant has elected to occupy and re-open for business from the Premises and continuously and adequately staff the Premises during all Operating Hours as provided herein, then Landlord's right to terminate this Lease pursuant to this Section shall be suspended (but not more often than one time), provided that Tenant occupies, adequately staffs and reopens for business from the Premises within thirty (30) days after the date on which Tenant delivers the Recapture Avoidance Notice to Landlord.

10.3. **Intentionally Deleted.**

10.4. **Auctions.**

No auction, "fire," sidewalk, close-out or bankruptcy sales may be conducted in or upon the Premises without Landlord's prior written consent.

10.5. **Compliance With Laws.**

Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all covenants, conditions and restrictions applicable to the Shopping Center (including without limitation the OEA), all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use, occupancy, alteration or improvement of the Premises, including, without limitation, the provisions of the Americans with Disabilities Act of 1990 as it pertains to Tenant's use, occupancy, improvement and alteration of the Premises. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

10.6. Hazardous Materials.

Tenant hereby makes the following covenants regarding hazardous materials:

(a) Tenant shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations, including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.), Resource Conservation & Recovery Act (42 U.S.C. § 6901 et seq.), Safe Drinking Water Act (42 U.S.C. § 300f et seq.), Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.), California Health & Safety Code (§ 25100 et seq., § 39000 et seq.), California Safe Drinking Water & Toxic Enforcement Act of 1986 (California Health & Safety Code § 25249.5, et seq.), California Water Code (§ 13000 et seq.), and other comparable state laws ("Hazardous Materials Laws"), relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or waste, including, without limitation, any "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under any such laws, ordinances or regulations (collectively, "**Hazardous Materials**").

(b) Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for Tenant's use of the Premises, including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Hazardous Materials Laws, Tenant shall cause any and all Hazardous Materials removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Tenant shall in all respects handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Premises in total conformity with all applicable Hazardous Material Laws and prudent industry practice regarding management of such Hazardous Materials. Upon expiration or earlier termination of the Lease Term, Tenant shall cause all Hazardous Materials to be removed from the Premises and transported for use, storage or disposal in accordance with and compliance with all applicable Hazardous Materials Laws. Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in or about the Premises or any building, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Materials in any way connected with the Premises or any building, without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interest with respect thereto.

(c) Tenant shall immediately notify Landlord in writing of: (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against Tenant, the Premises or any building relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises or any building, including any complaints, notices, warnings or asserted violations in connection therewith. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations, relating in any way to the Premises, any building or Tenant's use thereof. Tenant shall promptly deliver to Landlord copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises.

(d) Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord and each of Landlord's partners, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including attorneys' fees), or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (i) the presence in, on, under or about

the Premises or any building, of any Hazardous Materials caused by or knowingly permitted by Tenant or for which Tenant may be legally liable; (ii) Tenant's use, analysis, storage, transportation, generation of Hazardous Materials to, in, on, under, about or from the Premises or any building; or (iii) Tenant's failure to comply with any Hazardous Materials Laws. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the Premises or any building, or the preparation and implementation of any closure, remedial action or other required plans in connection therewith, and shall survive the expiration or earlier termination of the Lease term. For purposes of the release and indemnity provisions hereof, any acts or omissions of Tenant, or by employees, agents, assignees, contractors or subcontractors of Tenant or others acting for or on behalf of Tenant (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Tenant.

(e) If at any time it reasonably appears to Landlord that Tenant is not maintaining sufficient insurance or other means of financial capacity to enable Tenant to fulfill its obligations to Landlord hereunder, whether or not then accrued, liquidated, conditional or contingent, Tenant shall procure and thereafter maintain in full force and effect such insurance or other form of financial assurance, with or from companies or persons and in forms reasonably acceptable to Landlord, as Landlord may from time to time reasonably request.

10.7. Sewer Damages.

Tenant agrees not to discharge any acid or other harmful or dangerous chemicals into the sewer system, the sinks, drains and toilets, if any, of the Premises or inside the main system leading from the Premises to the main sewer line. If Tenant discharges any acid or harmful chemicals into any such systems, Tenant shall be fully responsible for the cost and repair of such damage. Landlord reserves the right to select an expert of its choosing to inspect any damage at Tenant's cost.

10.8. Non-Discrimination And Hiring Requirements.

Tenant shall comply with the Non-Discrimination and Hiring Requirements attached as ***Exhibit "E."***

ARTICLE XI MAINTENANCE AND REPAIRS

11.1. Landlord's Maintenance Obligations.

Landlord on behalf of Tenant and the other occupants of the Building shall maintain in good condition and repair the structural elements of the Building and the Common Area, including the roof structure (but excluding the roof membrane), the concrete slab and footings, the exterior walls (including the exterior surfaces) of the Building (exclusive of doors, door frames, door checks, windows, window frames, and store fronts) and all utilities to the point of connection for any tenant's sole use; provided, however, if any repairs or replacements are necessitated by the negligence or willful acts of Tenant or anyone acting under Tenant or by reason of Tenant's failure to observe or perform any provisions contained in this Lease or caused by alterations, additions or improvements made by Tenant or anyone acting under Tenant, the cost of such repairs and replacements shall be solely borne by Tenant. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not be liable for failure to make repairs required to be made by Landlord under the provisions of this Lease unless Tenant has previously notified Landlord in writing of the need for such repairs and Landlord has failed to commence and complete the repairs within a reasonable period of time following receipt of Tenant's written notification. Tenant waives any right of offset against any rent due hereunder and agrees not to assert as an affirmative defense in any judicial proceeding or arbitration brought by Landlord against Tenant on claims made under this Lease including, without limitation, the provisions of Sections 1941 and 1942 of the California Civil Code, or any superseding statute, and of any other law permitting Tenant to make repairs at Landlord's expense.

11.2. Landlord's Right of Entry.

Landlord, its agents, contractors, employees and assigns may enter the Premises at all reasonable times upon reasonable prior notice under the circumstances (a) to examine the Premises; (b) to perform any obligation of, or exercise any right or remedy of, Landlord under this Lease; (c) to make repairs, alterations, improvements or additions to the Premises, the Building or to other portions of the Shopping Center as Landlord reasonably deems necessary; (d) to perform work necessary to comply with laws, ordinances, rules or regulations of any public authority or of any insurance underwriter; (e) to show prospective tenants the Premises during the last six (6) months of the Term; and (f) to perform work that Landlord reasonably deems necessary to prevent waste or deterioration in connection with the Premises should Tenant fail to commence to make, and diligently pursue to completion, its required repairs as provided herein. In exercising such entry rights, Landlord shall use commercially reasonable efforts under the circumstances to minimize interference with Tenant's use of the Premises.

11.3. Tenant's Maintenance Obligations.

Tenant, at its sole cost and expense, shall keep the Premises and all parts thereof including, without limitation, interior walls, interior portions of exterior walls, all wall coverings, shelving, restrooms and other lavatory facilities, the storefront or storefronts (including exterior glass), ceilings (including sprinkler heads), Tenant's signs, locks and closing devices, security systems and devices, windows, window sashes, casements or frames, all doors and door frames, floor coverings (including carpeting, tile and other flooring), light fixtures, wiring, utilities from the point of connection for Tenant's sole use, utility meters, pipes and conduits within the Premises and all utility meters, pipes and conduits outside of the Premises between the Premises and the service meter, all fixtures, furniture and equipment including heating, ventilation and air conditioning equipment serving only the Premises, in first class order, condition and repair and shall make all replacements necessary to keep the Premises in such condition. All replacements shall be of a quality equal to or exceeding that of the original. Should Tenant fail to make these repairs and replacements or otherwise so maintain the Premises for a period of ten (10) days after written demand by Landlord, or should Tenant commence, but fail to complete, any repairs or replacements within a reasonable time after written demand by Landlord, Landlord may make such repairs or replacements without liability to Tenant for any loss or damage that may occur to Tenant's stock or business other than those resulting from Landlord's gross negligence or willful misconduct, and Tenant shall pay to Landlord the reasonable costs incurred by Landlord in making such repairs or replacements together with interest thereon at the Interest Rate from the date of commencement of the work until repaid. Tenant shall, at its expense, repair promptly any damage to the Building or the Shopping Center caused by Tenant or its agents or employees or caused by the installation or removal of Tenant's personal property. Tenant shall contract with a service company licensed and experienced in servicing HVAC equipment and approved by Landlord for the quarterly maintenance of the HVAC equipment serving the Premises and shall provide Landlord with a copy of the service contract within thirty (30) days following its execution, or Landlord, at its option, may contract with a service company of its own choosing, or provide such service itself, for the maintenance of the HVAC equipment, and either bill Tenant for the cost of service contract or include the estimated monthly charges in the Monthly Impound described in Section 12.5. The sum so billed to Tenant shall become immediately due to Landlord as additional rent. Tenant shall, at its own expense, comply with all requirements, including the installation and periodic maintenance of fire extinguishers or automatic dry chemical extinguishing system, of the insurance underwriters and other governmental authority having jurisdiction as necessary for maintenance of reasonable fire and extended coverage insurance for the Premises.

11.4. Plate Glass.

Tenant shall replace, at its expense, any and all plate and other glass in and about the Premises which is damaged or broken from any cause whatsoever except due to the gross negligence or willful misconduct of Landlord, its agents or employees.

ARTICLE XII COMMON AREA

12.1. Definition of Common Area.

The term **“Common Area,”** as used in this Lease⁷, means all areas within the exterior boundaries of the Shopping Center now or later made available for the general use of Landlord and other persons entitled to occupy Floor Area in the Shopping Center and their customers, guests and invitees, including all exterior surfaces and the roofs of all Buildings in the Shopping Center except as indicated in this Lease, parking areas, access and perimeter roads, sidewalks, landscaped areas, enclosed courts and malls, service areas and similar areas and facilities, as more specifically set forth in the OEA. Without limiting this definition, Landlord may include in the Common Area those portions of the Shopping Center presently or later sold or leased to purchasers or tenants, as the case may be, until the commencement of construction of the building(s) thereon, at which time there shall be withdrawn from the Common Area those areas not provided by such landlord or tenant for common use. Common Area shall not include (a) the entryway to a tenant's premises, (b) any improvements installed by a tenant outside of its premises, whether with or without Landlord's knowledge or consent, or (c) any areas or facilities that could be considered as Common Area except that the areas or facilities are included in the description of premises leased to a tenant or are exclusively for the use of and are the responsibility of a tenant.

12.2. Maintenance and Use of Common Area.

The Common Area shall be maintained in the manner provided in the OEA, subject to reimbursement by Tenant as provided in this Lease. Tenant shall have the right to the nonexclusive use and occupancy of the Common Area (except those portions on which have been constructed or placed permanent or temporary kiosks, displays, carts and stands and except areas used in the maintenance or operation of the Shopping Center) in common with Landlord and other tenants of the Shopping Center and their customers and invitees, subject to such reasonable, non-discriminatory rules and regulations concerning the use of the Common Area as may be established by Landlord from time to time including, without limitation, the Rules and Regulations attached hereto as **Exhibit "F"** as the same may be amended from time to time. Landlord shall have the right to assign parking spaces for the exclusive use of individual tenants without the consent of Tenant. Written notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to Tenant thirty (30) days prior to their effective date. Tenant shall promptly comply with all such rules and regulations upon receipt of written notice from Landlord. Tenant and Tenant's employees and agents shall not solicit business in the Common Area, nor shall Tenant distribute any handbills or other advertising matter on automobiles parked in the Common Area.

12.3. Control of and Changes to Common Area.

Landlord shall have the right to make reasonable changes to the Common Area. Provided Tenant's use of and access to the Premises is not unreasonably interfered with, such rights of Landlord shall include, without limitation, the right to (a) restrain the use of the Common Area by unauthorized persons, (b) cause Tenant to remove or restrain persons from any unauthorized use of the Common Area if they are using the Common Area by reason of Tenant's presence in the Shopping Center, (c) utilize from time to time any portion of the Common Area for promotional, entertainment and related matters, (d) place permanent or temporary kiosks, displays, carts and stands in the Common Area and to lease same to tenants, (e) temporarily close any portion of the Common Area for repairs, improvements or alterations, to discourage non-customer use, to prevent dedication or an easement by prescription, or for any other reasons deemed sufficient in Landlord's reasonable judgment, (f) subdivide all or portions of the Developer Tract (including the Common Area), sell or lease the lots or parcels so created and subject the Developer Tract to reciprocal easements and operating agreements with such Landlords or tenants, (g) determine the nature, size and extent of the Common Area and whether portions of the same shall be surface, underground or multiple-deck; and (h) reasonably change the shape and size of the Common Area, add, eliminate or change the location of improvements to the Common Area, including, without limitation, buildings, lighting, parking areas, roadways and curb cuts, and construct buildings on the Common Area.

12.4. **Intentionally Deleted.**

12.5. **After-Hours Common Area Lighting.**

If Tenant requires lighting of the Common Area adjacent to the Building after 11:00 p.m. ("Excess Lighting"), Tenant shall deliver written notice to Landlord setting forth the hours after 11:00 p.m. for which Tenant is requesting lighting. If Tenant requests Excess Lighting, Landlord shall use commercially reasonable efforts to provide the requested Excess Lighting, provided that Tenant shall pay all costs and expenses associated with the Excess Lighting. If other tenants or occupants of the Landlord's Parcel request Excess Lighting, each tenant and occupant requesting Excess Lighting shall pay a pro rata share of the costs and expenses of the Excess Lighting.

12.6. **Parking.**

Tenant and its employees shall park their vehicles only in those portions of the Common Area from time to time designated for such purpose by Landlord. Further, Landlord shall have the right to adopt and implement such parking programs as may be necessary to alleviate parking problems during peak traffic periods, including requiring the use of offsite parking by Tenant and its employees, vendors, agents and contractors. Tenant shall pay to Landlord its proportionate share of the cost of any such offsite parking program based on the ratio of the Floor Area of the Premises to the total Floor Area of the premises of all tenants in the Shopping Center required to participate in such program. Tenant shall furnish Landlord with a list of its employees and the license numbers of their vehicles within fifteen (15) days after Tenant opens for business in the Premises. Tenant shall be responsible for ensuring that its employees comply with all the provisions of this section and such other parking rules and regulations as may be adopted and implemented by Landlord from time to time including, but not limited to, systems of validation, shuttle transportation or any other programs which may be deemed reasonably necessary or appropriate by Landlord to control, regulate or assist parking by customers of the Shopping Center.

12.7. **Camera Equipment.**

Tenant acknowledges that Landlord may install or cause to be installed one (1) or more cameras and related equipment (collectively, the "**Camera Equipment**") on the roof of the Building or elsewhere in the Shopping Center, and the Camera Equipment may be operated, maintained, repaired and replaced by Landlord, an agent of Landlord, an independent contractor or the City of Compton. Tenant further acknowledges that the Los Angeles County Sheriff Department or other governmental agency with jurisdiction over the Shopping Center may install, operate, maintain, repair and replace Camera Equipment on the roof of the Building or elsewhere in the Shopping Center. Tenant acknowledges that Tenant will have no ownership or other interest in any of the Camera Equipment. Notwithstanding the foregoing, Landlord makes no representation, express or implied, (i) that the Camera Equipment will be installed or operated at any time; or (ii) that, whether or not the Camera Equipment is installed and operated, the Camera Equipment will provide security or deter criminal or other activity at the Shopping Center.

ARTICLE XIII **UTILITIES**

Tenant shall be solely responsible for and shall promptly pay all charges for water, gas, electricity, heating, air conditioning, sewer service, waste removal, telephone and any other utility used, consumed or provided in, or furnished, or attributable to the Premises, including all utility connection and/or hook-up fees, at the rates charged by the supplying utility companies. Should Landlord elect to supply any or all of such utilities, Tenant shall purchase and pay for the same as additional rent as apportioned by Landlord. The rate to be charged by Landlord to Tenant shall not exceed the rate charged Landlord by any supplying utility plus any expenses incurred by Landlord in connection with billing and supplying such utility service to Tenant. Landlord shall have no liability whatsoever for Tenant's inability to obtain any utility connections or hook-ups necessary or convenient to service the Premises. Landlord reserves the right to separately meter the Premises with respect to any utilities. Tenant shall pay for all costs

associated with any such metering, including but not limited to, the cost of installation of any meter and any associated connection and/or hook-up fees. Upon Landlord's request, Tenant shall deliver to Landlord copies of all bills for separately metered utilities supplied to the Premises for the past twelve (12) month period within thirty (30) days of Landlord's request. Landlord may, with notice to Tenant, or without notice in the case of an emergency, shut off and discontinue water, gas, electricity, waste removal, heating, air conditioning and any or all other utilities and services whenever such discontinuance is necessary to make repairs or alterations. In no event shall Landlord be liable for any interruption or failure in the supply of any such utilities to the Premises, nor shall rent be abated as a result of any such interruption. Tenant shall reimburse Landlord within ten (10) days of billing for fixture charges and/or water tariffs, if applicable, which are charged by local utility companies. Landlord will notify Tenant of any such charges as soon as they become known. Any such charges will increase or decrease with current charges being charged Landlord by the local utility company, and will be due as additional rent.

ARTICLE XIV

ALTERATIONS, SIGNS AND FIXTURES

14.1. Installation.

Without Landlord's prior written consent, Tenant shall not make or cause to be made any alterations, additions or improvements to the Premises, or install or cause to be installed any trade fixtures, floor covering, interior lighting, plumbing fixtures, exterior signs, shades or awnings, or make any changes to the store front of the Premises (collectively, "**Tenant Alterations**," and individually, a "**Tenant Alteration**"). Tenant shall present Landlord with plans and specifications for any Tenant Alteration concurrently with the request for approval. Landlord may condition its consent upon Tenant's agreement to either leave or to remove the alteration, additions and improvements upon the expiration or earlier termination of this Lease. Tenant shall present Landlord with plans and specifications for any Tenant Alteration concurrently with the request for approval. In any event, Tenant shall remove its signs and repair any damage to the Premises caused thereby upon the expiration or earlier termination of this Lease.

14.2. Removal by Tenant.

All alterations, decorations, fixtures, additions and improvements made by the Tenant, or made by Landlord on Tenant's behalf by agreement under this Lease, whether temporary or permanent in character, and whether or not affixed to the Premises (except furnishings, trade fixtures and equipment installed by Tenant) shall remain the property of Landlord and shall not be removed from the Premises without Landlord's prior written consent. Notwithstanding the foregoing provisions of this Section 14.2, upon the expiration or earlier termination of this Lease, Landlord may require Tenant to remove all the alterations, decorations, fixtures, additions, and improvements, and to restore the Premises as provided in Article XV of this Lease. If, following Landlord's request to do so upon the expiration of this Lease, Tenant fails to remove such alterations, decorations, additions and improvements and restore the Premises, Tenant shall promptly reimburse Landlord for the cost of removal and restoration.

14.3. Liens.

Tenant shall keep the Premises free of any kinds of liens arising out of work performed for or materials furnished to Tenant, and shall promptly pay all contractors and materialmen used by Tenant to improve the Premises so as to minimize the possibility of a lien attaching thereto. If required by Landlord, Tenant shall also provide security for the lien free completion of such work in the form of a bond or other security reasonably satisfactory to Landlord. Should any lien be made or filed, Tenant shall bond against or discharge the same within twenty (20) days after written request by Landlord. Tenant shall indemnify, defend, protect and hold Landlord, the Premises and the Shopping Center and every part thereof free and harmless from and against any and all liability, damage, claims, demands, suits, actions or expense (including attorneys' fees) arising out of any work done or materials furnished with respect to the Premises by Tenant, its employees, representatives, successors, contractors, subcontractors, materialmen and assigns.

14.4. Signs, Awnings and Canopies.

Without Landlord's prior written consent, Tenant will not place or suffer to be placed or maintained on the roof or on any exterior door, wall or window of the Premises any sign, awning or canopy, nor any advertising matter on the glass of any window or door of the Premises or within 48" of any window. Tenant further shall maintain any permitted signs, awnings, canopies, decorations, lettering or advertising matter as may be approved in good condition and repair at all times. Any changes to Tenant's existing signage on the fascia of the Building above the Premises shall be subject to Landlord's prior written approval and compliance with (i) the sign criteria set forth on **Exhibit "G-1"** attached to this Lease ("**Sign Criteria**"), (ii) the requirements of applicable governmental authorities and (iii) the OEA, (collectively, the "**Sign Requirements**"), and completed at Tenant's sole cost and expense. If Tenant fails to maintain Tenant's signage, Landlord may do so and Tenant shall reimburse Landlord for such cost plus a twenty (20%) percent overhead fee. If, without Landlord's prior written consent, Tenant installs a sign that does not conform to Landlord's Sign Criteria, Landlord may have the Tenant's sign removed and stored at Tenant's expense. The removal and storage costs shall bear interest until paid at the Interest Rate. Landlord reserves the right to revise the Sign Criteria at any time as a result of any governmental requirement or Landlord's renovation of the Premises, the Building or Shopping Center. Within ninety (90) days of Landlord's request and provided that Tenant has been in occupancy of the Premises for at least five (5) years, Tenant shall remove Tenant's existing sign, patch the fascia, and install a new sign, at Tenant's sole cost and expense, in accordance with the Sign Requirements then in effect. Landlord's address for submittal of any signage plans for approval shall be the address set forth in Section 1.14 above, notwithstanding anything to the contrary contained in the Sign Criteria.

ARTICLE XV SURRENDER OF PREMISES

At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in a first class, clean condition in accordance with the requirements of Section 14.2 herein, reasonable wear and tear and damage by unavoidable casualty excepted, and shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant shall remove all of its furnishings, equipment and trade fixtures, and any alterations or improvements if required by Landlord as provided in Section 14.2 hereof, before surrendering the Premises to Landlord and shall repair any damage to the Premises caused thereby. If the Premises were occupied by another tenant prior to the commencement of the Term, then Tenant shall, upon Landlord's written request, upon the expiration of the Term, remove all or a portion of, as designated by Landlord, interior improvements made by the prior tenant, and deliver the Premises in a condition acceptable to Landlord. Tenant shall provide Landlord with a written statement, obtained at Tenant's sole expense from a reputable company licensed and experienced in HVAC repair and maintenance and approved by Landlord, certifying that the HVAC equipment serving the Premises was inspected and serviced, if necessary, within the last thirty (30) days of the Term and is in good working order, subject to reasonable wear and tear.

ARTICLE XVI INSURANCE AND INDEMNITY

16.1. Tenant Insurance.

(a) Tenant, at Tenant's expense, agrees to keep in force during the Term of this Lease:

(i) Commercial general liability insurance which insures against claims for bodily injury, personal injury, advertising injury, and property damage based upon, involving, or arising out of the use, occupancy, or maintenance of the Premises and the Shopping Center. Such insurance shall afford, at a minimum, the following limits:

Each Occurrence	\$1,000,000
General Aggregate	2,000,000

Products/Completed Operations Aggregate	1,000,000
Personal and Advertising Injury Liability	1,000,000
Fire Damage Legal Liability	100,000
Medical Payments	5,000

Any general aggregate limit shall apply on a per location basis. Tenant's commercial general liability insurance shall include Landlord, its trustees, officers, directors, members, agents, and employees, Landlord's mortgagees, and Landlord's representatives, as additional insureds. This coverage shall be written on the most current ISO CGL form (or its equivalent), shall include contractual liability, premises-operations and products-completed operations and shall contain an exception to any pollution exclusion which insures damage or injury arising out of heat, smoke, or fumes from a hostile fire. Such insurance shall be written on an occurrence basis and contain a standard separation of insureds provision.

(ii) Business automobile liability insurance covering owned, hired and non-owned vehicles with minimum limits of \$1,000,000 combined single limit each accident.

(iii) Employer's liability insurance in an amount not less than \$1,000,000 each accident for bodily injury or disease.

(iv) Workers' compensation insurance in accordance with the laws of the state in which the Premises is located.

(v) Umbrella/excess liability insurance, on an occurrence basis, that applies excess of the required commercial general liability, business automobile liability, and employer's liability policies with the following minimum limits:

Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

(vi) Umbrella/Excess liability policies shall contain an endorsement stating that any entity qualifying as an additional insured on the insurance stated in the Schedule of Underlying Insurance shall be an additional insured on the umbrella/excess liability policies, and that they apply immediately upon exhaustion of the insurance stated in the Schedule of Underlying Insurance as respects the coverage afforded to any additional insured. Tenant's insurance shall be "primary" insurance for the additional insureds and shall not look to any additional insureds' insurance coverage for contribution.

(vii) Property insurance "the equivalent of causes of loss – special form" including flood, earthquake, windstorm, theft, sprinkler leakage and boiler and machinery coverage on all of Tenant's trade fixtures, furniture, inventory and other personal property in the Premises, and on any alterations, additions, or above building standard improvements made by or for Tenant upon the Premises all for the full replacement cost thereof that makes the Premises "customized" for Tenant's use. Tenant shall use the proceeds from such insurance for the replacement of trade fixtures, furniture, inventory and other personal property and for the restoration of Tenant's above building standard improvements, alterations, and additions to the Premises, whether or not initially installed and/or paid for by Tenant. Landlord shall be named as loss payee with respect to alterations, additions, or above building standard improvements of the Premises where the tenant cannot remove at the end of the lease term wherein ownership then reverts to the landlord.

(viii) Business income and extra expense insurance with limits not less than one hundred percent (100%) of all income and charges payable by Tenant under this lease for a period of twelve (12) months.

(b) All policies required to be carried by Tenant hereunder shall be issued by an insurance company licensed or authorized to do business in the state in which the Premises located with a rating of at least "A-: X" or better as set forth in the most current issue of Best's Insurance Reports, unless otherwise

approved by Landlord. Tenant shall not do or permit anything to be done that would invalidate the insurance policies required herein. Liability insurance maintained by Tenant shall be primary coverage on behalf of Landlord, its trustees, officers, directors, members, agents, and employees, Landlord's mortgagees, and Landlord's representatives and any policies of Landlord, its trustees, officers, directors, members, agents, and employees, Landlord's mortgagees, and Landlord's representatives shall be non contributory. Certificates of insurance, acceptable to Landlord, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord prior to delivery or possession of the Premises and ten (10) days following each renewal date. Certificates of insurance shall evidence that Landlord, its trustees, officers, directors, members, agents, and employees, Landlord's mortgagees, and Landlord's representatives are included as additional insureds on liability policies and that Landlord is included as loss payee on the property insurance as stated in Section 16.1(a)(vii) above. Further, each policy shall contain provisions giving Landlord and each of the other additional insureds at least thirty (30) days prior written notice of cancellation, non-renewal or material change in coverage.

(c) In the event that Tenant fails to provide evidence of insurance required to be provided by Tenant in this Lease, prior to the Commencement Date and thereafter during the Term, within ten (10) days following Landlord's request thereof, and thirty (30) days prior to the expiration of any such coverage, Landlord shall be authorized (but not required) to procure such coverage in the amount stated with all costs thereof to be chargeable to Tenant and payable upon written invoice thereof.

(d) The limits of insurance required by this Lease, or as carried by Tenant, shall not limit the liability of Tenant or relieve Tenant of any obligation thereunder, except to the extent provided for under Section 16.5 below. Any deductibles selected by Tenant shall be the sole responsibility of Tenant.

(e) Tenant insurance requirements stipulated in Section 16.1(a) are based upon current industry standards. Landlord reserves the right to require additional coverage or to increase limits as industry standards change.

(f) Should Tenant engage the services of any contractor to perform work in the Premises, Tenant shall ensure that such contractor carries commercial general liability, business automobile liability, umbrella/excess liability, workers' compensation and employer's liability coverages in substantially the same forms as required of the Tenant under this Lease and in amounts approved by landlord and/or landlord's property manager. Contractor shall include Landlord, its trustees, officers, directors, members, agents and employees, Landlord's mortgagees and Landlord's representatives as additional insureds on the liability policies required hereunder.

All policies required to be carried by any contractor shall be issued by and binding upon an insurance company licensed or authorized to do business in the state in which the Premises is located with a rating of at least "A-: X" or better as set forth in the most current issue of Best's Insurance Reports, unless otherwise approved by Landlord. Certificates of insurance, acceptable to Landlord, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord prior to the commencement of any work in the Premises. Further, each policy will contain provisions giving Landlord and each of the other additional insureds with at least thirty (30) days' prior written notice of any cancellation, non-renewal or material change in coverage. The above requirements shall apply equally to any subcontractor engaged by contractor.

16.2. Landlord Insurance.

Landlord shall procure and maintain the following (collectively "**Landlord Carried Insurance**");

(a) Property insurance "the equivalent of causes of loss – special form" on the Developer Tract. Landlord shall not be obligated to insure any furniture, equipment, trade fixtures, machinery, goods, or supplies which Tenant may keep or maintain in the Premises or any alteration, addition, or improvement which Tenant may make upon the Premises. In addition, Landlord may elect to secure and maintain rental income insurance. If the annual cost to Landlord for such property or rental income insurance

exceeds the standard rates because of the nature of Tenant's operations, Tenant shall, upon receipt of appropriate invoices, reimburse Landlord for such increased cost.

(b) Commercial general liability insurance, which shall be in addition to, and not in lieu of, insurance required to be maintained by Tenant. Tenant shall not be included as an additional insured on any policy of liability insurance maintained by Landlord.

The Landlord Carried Insurance may be obtained through a blanket policy or other form of pooled insurance coverage covering not only the Developer Tract, but other property owned by Landlord or its affiliates.

16.3. Indemnification of Landlord.

Tenant will indemnify, protect, defend and save Landlord harmless from and against any and all claims, demands, actions, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, bodily injury, personal injury and/or damage to property arising from or connected with the conduct or management of the business conducted by Tenant on the Premises, or the occupancy or use by Tenant of the Premises or any part of it, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Lease, or from violations of or noncompliance with any governmental requirements or insurance requirements, or from any acts or omissions of Tenant or any person on the Premises by license or invitation of Tenant or occupying the Premises or any part thereof under Tenant, whether such injury occurs in, on or about the Premises or the Common Area. In case Landlord shall be made a party to any litigation commenced by or against Tenant, Tenant shall accept any tender of defense by Landlord and shall, notwithstanding any allegations of negligence or willful misconduct on the part of Landlord, its agents or employees, defend Landlord and protect and hold Landlord harmless and pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation; provided, however, Tenant shall not be liable for any such injury or damage to the extent and in the proportion such injury or damage is ultimately determined to be attributable to the sole, active negligence or misconduct of Landlord, its agents or employees, unless covered by insurance required to be carried by Tenant. Landlord may, at its option, require Tenant to assume Landlord's defense in any action covered by this section through counsel satisfactory to Landlord.

16.4. Waiver of Subrogation.

Landlord waives any and all rights of recovery against Tenant for or arising out of damage to, or destruction of the Premises to the extent that Landlord's property insurance policies then in force insure against such damage or destruction and permit such waiver and only to the extent of insurance proceeds actually received by Landlord for such damage or destruction. Tenant waives any and all rights of recovery against Landlord for or arising out of damage to or destruction of any property of Tenant to the extent that Tenant's property insurance policies then in force or the policies required by this Lease, whichever is broader, insure against such damage or destruction.

Tenant's workers' compensation and employer's liability insurance policies shall contain or be endorsed to contain a waiver of subrogation in favor of Landlord and Landlord's agents, Landlord's mortgagees, and Landlord's representatives.

Landlord will not be responsible for or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Premises or any part of the Building or for any loss or damage resulting to Tenant or its property from burst, stopped or leaking water, gas, sewer or steam pipes or falling plaster, or electrical wiring or for any damage or loss of property within the Premises from any causes whatsoever, including but not limited to theft, and/or acts or threatened acts of terrorism, damage or injury due to mold, excepting only losses or damages resulting from the gross negligence or willful misconduct

of Landlord. Landlord will not be liable under any circumstances to Tenant for any incidental or consequential damages.

16.5. Waiver of Loss and Damage.

Except to the extent such matter is not covered by the insurance required to be maintained by Tenant under this Lease and notwithstanding Landlord's active or passive negligence or breach of this Lease, neither Landlord nor Landlord's property manager shall be liable to Tenant, Tenant's employees, agents or invitees for: (i) any damage to property of Tenant, or of others, located in, on or about the Premises, nor for (ii) the loss of or damage to any property of Tenant or of others by theft or otherwise, (iii) any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, appliance of plumbing works or from the roof, street or subsurface or from any other places or by dampness or by any other cause of whatsoever nature, or (iv) any such damage caused by other tenants or persons in the Premises, occupants of adjacent property of the Shopping Center, or the public, or caused by operations in construction of any private, public or quasi-public work. The foregoing shall not be construed to relieve Landlord of liability for Landlord's gross negligence or willful misconduct. Landlord shall not in any event be liable for any consequential damages or loss of business or profits and Tenant hereby waives any and all claims for any such damages. All property of Tenant kept or stored on the Premises shall be so kept or stored at the sole risk of Tenant and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers, unless such damage shall be caused by the gross negligence or willful misconduct of Landlord.

16.6. Notice by Tenant.

Tenant shall give immediate notice to Landlord in case of fire or accidents in the Premises or in the Building or of any damage or defects in the Premises, the Building or any fixtures or equipment therein.

16.7. Survival; No Release of Insurers.

Tenant's indemnification obligation under Section shall survive the expiration or earlier termination of this Lease. Tenant's covenants, agreements and indemnification in Sections 16.1 and 16.5 are not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease.

ARTICLE XVII
ESTOPPEL CERTIFICATE, ATTORNMEN, SUBORDINATION,
MORTGAGEE PROTECTION

17.1. Estoppel Certificate.

Within ten (10) business days after Landlord's written request, in connection with any sale, assignment, hypothecation or other transfer of Landlord's interest in this Lease, the Premises, the Building or the Developer Tract, Tenant shall deliver in recordable form a certificate or tenant estoppel letter to any proposed mortgagee, purchaser, or other transferee, or to Landlord, certifying to the extent true that this Lease is in full force and effect, that to Tenant's knowledge there does not exist nor has there existed during the period of Tenant's tenancy any toxic materials or hazardous waste in, on or about the Premises, that no more than one month's rent has been paid in advance, that a true and correct copy of the Lease and all amendments thereto are attached to the certificate or tenant estoppel letter, and that there are no defenses or offsets thereto, or stating those claimed by Tenant, and such other items as may be reasonably requested. Failure by Tenant to execute said certificate or letter shall be considered a material default by Tenant under this Lease. Further, if Tenant fails to deliver such certificate or tenant estoppel letter within such ten (10) business day period, Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact for the purpose of completing, executing and delivering the same on behalf of Tenant.

17.2. Attornment and Non-disturbance.

If any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage, deed of trust or other encumbrance made by Landlord covering the Premises, Tenant shall attorn to the purchaser or mortgagee upon any such foreclosure sale or transfer in lieu of foreclosure sale and recognize such purchaser or mortgagee as the Landlord under this Lease, provided that any such purchaser or mortgagee shall recognize this Lease as remaining in full force and effect so long as Tenant is not in default hereunder.

17.3. Subordination.

Subject to the non-disturbance and attornment provisions of Section 17.2 above, this Lease, at Landlord's option, shall be subject and subordinate to the lien of any mortgages or trust deeds or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and buildings of which the Premises are a part or upon any buildings hereafter placed upon the land of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof. This section shall be self-operative and no further instrument of subordination shall be required unless requested by Landlord. Tenant will execute such additional subordination agreements from time to time within twenty (20) days following written request therefor by Landlord. However, if Landlord so elects, this Lease shall be deemed senior in priority to any mortgage, deed of trust or other encumbrance upon or including the Premises, regardless of date of recording and Tenant will execute a statement in writing to such effect at Landlord's request. Tenant's failure to timely execute and return any required agreement under this Section shall constitute a material default under this Lease. Further, if Tenant fails to deliver any required agreement under this Section within such twenty (20) day period, Tenant irrevocably appoints Landlord as Tenant's attorney-in-fact for the purpose of executing and delivering the same on behalf of Tenant.

17.4. Mortgagee Protection Clause.

Tenant shall give any mortgagees and/or trust deed holders, by registered mail, a copy of any notice of default served by Tenant upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice of assignment of lease, or otherwise) of the addresses of such mortgagees and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default, or if such default cannot be cured within that time, then such additional time as may be necessary, provided such mortgagees and/or trust deed holders commence such cure within thirty (30) days and diligently pursue the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued. Tenant shall not unreasonably withhold its consent to changes or amendments to this Lease requested by the holder of any mortgage or deed of trust covering Landlord's interest in the Premises so long as such changes do not materially alter the economic terms of this Lease or otherwise materially diminish the rights or materially increase the obligations of Tenant under this Lease.

ARTICLE XVIII ASSIGNMENT AND SUBLETTING

18.1. Assignment and Subletting.

Tenant will not assign or mortgage its interest in this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Landlord, which consent Landlord shall not unreasonably withhold. Without in any way limiting Landlord's right to reasonably refuse to give consent, it shall not be unreasonable for Landlord to withhold its consent to any requested assignment or subletting if in Landlord's reasonable business judgment:

- (a) The quality of the operation of the proposed assignee or subtenant is not equal to that of the Tenant;
- (b) The financial strength of the proposed assignee or subtenant, both in terms of tangible net worth and in terms of reasonably anticipated cash flow over the Lease Term, is materially less than Tenant's financial strength at the time this Lease was signed or at the time of such assignment or sublease, whichever is greater, or is insufficient, based on generally accepted industry standards, to capitalize the business to be conducted in the Premises;
- (c) The proposed assignee or subtenant does not, in Landlord's reasonable judgment, have sufficient business experience (including substantial experience in comparable retail centers) to successfully operate a retail establishment in the Premises in the manner contemplated in this Lease;
- (d) The business of the proposed assignee or subtenant is substantially similar to the business of another tenant currently leasing a portion of the Shopping Center, conflicts with the permitted uses set forth in this Lease, would violate the rights of another tenant of the Shopping Center (or a prospective tenant of the Developer Tract with which Landlord is then negotiating), or would violate applicable law, the OEA or other matters of record;
- (e) The business of the proposed assignee or subtenant is not, in Landlord's reasonable judgment, a business that is likely to attract patrons to the Shopping Center, based on the demographics and clientele of the Shopping Center, or the business or reputation of the proposed assignee or subtenant is inconsistent with the image of the Shopping Center;
- (f) The proposed assignee or subtenant intends to make substantial alterations to the Premises which would result in a period of non-operation in excess of six (6) months; or
- (g) The proposed assignee or subtenant is currently a tenant of the Shopping Center.

Any proposed assignee or subtenant approved by Landlord shall be deemed a ***"Permitted Business."***

The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for obtaining Landlord's consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease is assigned by Tenant, or if the Premises or any part thereof is sublet or occupied by any person or entity other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver on the part of Landlord, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained unless expressly made in writing by Landlord. Irrespective of any assignment or sublease, Tenant shall remain fully liable under this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. Any assignment or sublease made by Tenant without Landlord's written consent shall be voidable at Landlord's election. If Tenant assigns this Lease or sublets the Premises or any portion thereof as permitted herein or as consented to by Landlord, any rent or additional rent paid to Tenant by such assignee or subtenant which exceeds the rent payable by Tenant to Landlord as set forth in this Lease (which total rent shall be reasonably allocated by Landlord if less than all of the Premises is assigned or sublet) shall be retained by Tenant.

If Tenant is a corporation, limited liability company, unincorporated association or partnership, the transfer, assignment or hypothecation of any stock or interest in such entity in the aggregate of fifty percent (50%) or more shall be deemed an assignment within the meaning and provisions of this Section 18.1.

Tenant shall pay Landlord a non-refundable processing fee of \$1,500.00 for each requested assignment or sublease to cover Landlord's costs. This fee shall accompany any request for assignment or sublease. In addition, Tenant shall pay all costs reasonably incurred by Landlord in connection with reviewing a request to consent to an assignment or sublease and preparation of related documentation, including Landlord's reasonable attorneys' and accountants' fees.

18.2. Tenant's Request.

If Tenant desires to make an assignment or sublease, Tenant shall submit a written request therefor to Landlord which shall state (a) the name of the proposed assignee or subtenant, (b) the nature of the assignee's or subtenant's business to be carried on in the Premises, and (c) the terms and conditions of the proposed assignment or sublease. Tenant shall provide such financial information regarding the proposed assignee or sublessee as Landlord may request. Any assignment or sublease, if approved by Landlord, shall be pursuant to a written document approved by Landlord, and Landlord shall receive an original or copy of such fully executed document.

18.3. Recapture.

If Tenant proposes to assign this Lease or sublease the Premises and to change the use of the Premises to a use other than the Permitted Use, Landlord may, at its option, exercisable upon written notice to Tenant within thirty (30) days after Landlord's receipt of the notice from Tenant set forth in Section 18.2 above, elect to recapture the Premises and terminate this Lease as to the space which is the subject of the assignment or sublease.

18.4. Other Prohibited Transfers.

Tenant shall not grant any concession or right of use or occupancy to all or any part of the Premises (other than an assignment or sublease which shall be governed by Section 18.1), nor shall Tenant encumber, hypothecate, or assign this Lease as security for an obligation or indebtedness, or grant any other form of security interest in this Lease, without Landlord's prior written consent which may be withheld in Landlord's sole, absolute and arbitrary discretion. Any such concession, right or security interest made by Tenant without Landlord's written consent shall be null and void. If Tenant selects or appoints some person or entity other than Tenant to manage and control the business conducted in the Premises and the result thereof is substantially similar to the result of a sublease or assignment, then such selection or appointment shall be deemed an assignment within the meaning and provisions of this Article. .

18.5. Sale of Premises.

If Landlord sells, conveys, transfers or exchanges the Premises, the Developer Tract or the Building, Tenant shall recognize and attorn to the purchaser or transferee, as the Landlord under this Lease, and Landlord shall be and is hereby relieved and released from any liability under any and all of its covenants and obligations under the Lease arising out of any act, occurrence or event which occurs after such sale, conveyance, transfer or exchange.

ARTICLE XIX DESTRUCTION

19.1. Total or Partial Destruction of Premises.

If the Premises are physically damaged by fire, the elements or other casualty insured against under the provisions of Section 16.2 but are not thereby rendered untenable in whole or in part, Landlord shall cause such damage to be repaired as soon as reasonably practical (subject to Landlord's being able to obtain all necessary permits and approvals for such repair), and any rent or other charges payable under this Lease shall not be abated. Tenant shall be responsible for the concurrent prompt repair and

restoration of its furniture, fixtures and equipment in the Premises damaged by such event. If the Premises are physically damaged by fire, the elements or other casualty insured against under the provisions of Section 16.2 but are rendered untenable only in part, Landlord shall repair the physical damage as soon as reasonably practical (subject to Landlord's being able to obtain all necessary permits and approvals for such repair). If the Premises are physically damaged by fire, the elements or other casualty insured against under the provisions of Section 16.2 but are rendered wholly untenable, Landlord shall repair the physical damage as soon as reasonably practical (subject to Landlord's being able to obtain all necessary permits and approvals for such repair). Notwithstanding the foregoing, if the Premises are rendered wholly untenable by physical damage or destruction, Landlord shall have the right to elect not to reconstruct the Premises by delivering written notice to Tenant within sixty (60) days after the damage or destruction occurs. If Landlord elects not to reconstruct the Premises, this Lease shall terminate as of the date of said damage and the rent shall be adjusted as of such date. If the Premises are physically damaged as a result of casualty not covered by insurance required to be maintained under this Lease, or are physically damaged during the last twelve (12) months of the Term, Landlord, within sixty (60) days following the date of such damage, may commence such repair or reconstruction work or may elect to terminate this Lease on the expiration of sixty (60) days following delivery of written notice to Tenant of Landlord's election not to repair or restore such damage.

19.2. Partial Destruction of Developer Tract.

If fifty (50%) percent or more of the rentable area of the Developer Tract is physically damaged or destroyed by fire or other casualty, notwithstanding that the Premises may be unaffected by such fire or other casualty, Landlord shall have the right, by written notice delivered to Tenant within sixty (60) days from and after said occurrence, to terminate this Lease. Upon the giving of such notice to Tenant, the Term shall expire upon the third (3rd) day after such notice is given, and Tenant shall vacate the Premises and surrender the same to Landlord in the condition required pursuant to Article XV.

19.3. Proceeds.

All proceeds from the insurance required under Section 16.2 shall be delivered to and constitute the property of Landlord and the proceeds of all property insurance covering Tenant's leasehold improvements which would constitute the property of Landlord upon termination of the Lease shall also be paid to Landlord. Unless Landlord elects to terminate this Lease in accordance with Section 19.1 or 19.2 above, Landlord shall apply its insurance proceeds toward reconstruction of the Premises. Tenant shall be entitled to retain the proceeds of its insurance carried pursuant to Section 16.1 covering its trade fixtures, merchandise, signs and other personal property which it would be entitled to remove upon the expiration of the Lease.

19.4. Waiver of Termination.

Tenant hereby waives any statutory rights which it may have to terminate the Lease in the event of the partial or total destruction of the Premises, Building or Shopping Center, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, it being agreed that the provisions of this Article XIX shall control in the event of any damage or destruction. In addition, Landlord and Tenant agree that the provisions of this Article XIX shall only apply when the Premises, Building or Shopping Center is physically damaged or the structural integrity of the Premises or Building is degraded as a result of a fire, the elements or other casualty. In no event shall a temporary closure of the Premises, Building or Shopping Center for the purpose of protecting public health constitute physical damage to the Premises, Building or Shopping Center, nor shall Tenant's inability to productively use the Premises during any such temporary closure be deemed a casualty.

ARTICLE XX EMINENT DOMAIN

20.1. Total Condemnation of Premises.

If the whole of the Premises shall be acquired for any public or quasi-public use or purpose or taken by eminent domain, then the Term shall cease and terminate as of the date possession of title is given to such condemning authority in such proceeding and all rent shall be paid up to that date.

20.2. Total Condemnation of Parking Area.

If the entire portion of the Common Area used for parking in the Shopping Center ("**Parking Area**") shall be acquired for any public or quasi-public use or purpose or taken by eminent domain, the Term shall cease and terminate as of the date possession or title is given to such condemning authority in such proceeding unless Landlord provides other parking facilities substantially equal to the previously existing ratio between the Parking Area and the Premises within ninety (90) days from the date of such taking. If Landlord provides such other parking facilities, this Lease shall continue in full force and effect without abatement of rent or other charges.

20.3. Partial Condemnation of Premises.

If any part of the Premises is acquired or taken by eminent domain for any public or quasi-public use or purpose, and if such partial taking or condemnation renders the Premises unsuitable for the operation of Tenant's business, this Lease shall cease and terminate as of the date possession or title is given to such condemning authority in such proceeding. In the event of a partial taking or condemnation which is not extensive enough to render the Premises unsuitable for the operation of Tenant's business, Landlord shall promptly restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking and this Lease shall continue in full force and effect. In no event shall any governmental action for the purpose of protecting public safety (e.g., to protect against acts of war, the spread of communicable diseases, or an infestation), including but not limited to, any order requiring businesses to close temporarily, be considered a taking by eminent domain, a condemnation, or a temporary taking for public or quasi-public use or purpose requiring government compensation or entitling Tenant to abatement of rent or any other remedy.

20.4. Partial Condemnation of Parking Area.

If any part of the Parking Area shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose and if, as the result of such partial taking, the ratio of square feet of Parking Area to square feet of the sales Floor Area of the entire Shopping Center is reduced to a ratio below 2 to 1, this Lease shall cease and terminate from the date possession or title is given to such condemning authority in such proceeding, unless Landlord provides reasonable evidence of its ability to increase the parking ratio to a ratio equal to or in excess of 2 to 1 or Landlord can provide substitute parking either in or outside the Shopping Center, in which event this Lease shall be unaffected and remain in full force and effect as between the parties.

20.5. Allocation of Award.

Except as provided below, in the event of any condemnation or taking, whether whole or partial, Tenant shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Landlord shall receive the full amount of such award. Tenant expressly waives any right or claim to any part of the award, including the right or claim for the value of the unexpired portion of the Term or diminution in value of Tenant's leasehold interest, or for the value of any option to extend the Term or renew this Lease. Notwithstanding the foregoing, Tenant shall have the right, provided such award shall not diminish Landlord's award, to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any costs or loss to which Tenant might incur in removing Tenant's merchandise, furniture, fixtures and equipment from the Premises. Tenant hereby waives any rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure to terminate this Lease as a result of any condemnation action or proceeding in lieu thereof.

ARTICLE XXI
DEFAULT

21.1. Notice and Remedies.

If Tenant fails to pay rent or to perform any of Tenant's other obligations under this Lease, or any part thereof, when due or called for hereunder, Tenant shall have a period of fifteen (15) days after service of written notice by Landlord specifying the nature of Tenant's default within which to cure such defaults, provided that if the nature of a non-monetary default is such that it cannot be fully cured within said fifteen (15) day period, Tenant shall have such additional time as may be reasonably necessary to cure such default as long as Tenant commences such cure promptly after service of Landlord's notice and proceeds diligently at all times to complete such cure. Tenant agrees that a notice served in accordance with the provisions of this Section 21.1 shall be in lieu of, and not in addition to any notice required under applicable law including, without limitation, the provisions of California Code of Civil Procedure Section 1161 (or its successor). If Tenant fails to comply with the foregoing provisions, Tenant shall be deemed to be in material breach of this Lease, and Landlord with or without further notice or demand may:

(a) Terminate Tenant's right to possession of the Premises because of such breach, and upon termination, recover from Tenant as damages (i) the worth at the time of award of any unpaid rent which had been earned at the time of termination, plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been due and payable after termination until the time of award exceeds the amount of such rent loss that Tenant proves could have been reasonably avoided, plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rent loss that Tenant proves could be reasonably avoided, plus (iv) any other amounts necessary to compensate Landlord for all of the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom, including, without limitation, any costs or expenses incurred by Landlord (A) in retaking possession of the Premises, (B) in maintaining, repairing, preserving, restoring, replacing, cleaning, altering or rehabilitating the Premises or any portion thereof, including such acts for reletting to a new tenant or tenants, (C) for leasing commissions, or (D) for any other costs necessary or appropriate to relet the Premises, plus (v) at Landlord's election, such other amounts and remedies in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of California including, without limitation, the remedies provided by California Civil Code Section 1951.2, as amended or as superseded by any successor statute.

The **"worth at the time of award"** of the amounts referred to in subsections 21.1(a) (i) and (ii) above shall be computed by allowing interest at the maximum nonusurious rate permitted by law. The **"worth at the time of award"** of the amount referred to in subsection 21.1(a) (iii) shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%. Tenant hereby waives redemption or relief from forfeiture under California Code of Civil Procedure Sections 1174 and 1179 or under any other present or future law, if Tenant is evicted or Landlord takes possession of the Premises by reason of any default of Tenant hereunder. No act by Landlord other than giving written notice thereof to Tenant shall terminate this Lease. Any act of maintenance or efforts to relet the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession; or

(b) Without waiving Landlord's right to terminate the Lease later, continue this Lease in full force and effect; and in that event (1) Landlord may enforce all rights and remedies under this Lease and under the provisions of Section 1951.4 of the California Civil Code, as amended or as superseded by any successor statute, including the right to recover the rent and all other charges due hereunder as such rent and other charges become due hereunder, and (2) Tenant may assign its interest in this Lease with Landlord's prior written consent, which shall not be unreasonably withheld, as provided in Section 18.1 herein; or

(c) With or without terminating this Lease, re-enter the Premises and remove all persons and property from the Premises. Such property may be removed and stored in a public warehouse or

elsewhere at the cost of and for the account of Tenant. No re-entry or taking possession of the Premises by Landlord pursuant to this paragraph shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant.

Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under subsections 21.1(a) through 21.1(c), above, or any law or other provision of this Lease), without prior demand or notice except as required by applicable law, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof. Even if an eviction moratoria exists, to the extent allowed by applicable law, Landlord shall have the right to continue this Lease in effect and bring an action to collect rent due under this Lease (including an action against any guarantors of Tenant's obligations under this Lease) and otherwise exercise Landlord's rights and remedies under this Lease including, but not limited to, Landlord's right to apply or draw upon any security deposit or letter of credit delivered to Landlord pursuant to this Lease.

Tenant hereby waives for Tenant and for all those claiming under Tenant all right now or hereafter existing to disavow the effectiveness of this Lease or claim that Tenant is excused from Tenant's obligations with regard to Rent and other charges to be paid by Tenant pursuant to this Lease based on any common law doctrines of frustration of purpose or impracticability or impossibility of performance regardless of the occurrence of events making performance of Tenant's obligations under this Lease unprofitable, less profitable or more difficult, including the unavailability of a particular source of funds.

21.2. Default by Landlord.

Landlord shall be deemed to be in default under this Lease only if Landlord fails to perform any of the covenants or conditions required on its part to be performed pursuant to this Lease, and such failure continues for a period of thirty (30) days after receipt of written notice specifying the nature and extent of such default in detail; provided, however, that if such default is of a nature that it cannot reasonably be cured within such thirty (30) day period, Landlord shall have such additional time as may be required to effect such cure provided Landlord commences the cure within such thirty (30) day period, in no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction.

21.3. Limitation on Tenant's Recourse.

Tenant's sole recourse under this Lease against Landlord is to the interest of Landlord in and to the Premises and any portion of the Shopping Center owned by Landlord. Tenant shall have no right to satisfy any judgment which it may have against Landlord from any other assets of Landlord or from any other assets of any partner, venturer or shareholder of Landlord. The provisions of this Section are not intended to limit the Tenant's right to seek injunctive relief or specific performance, or Tenant's right to claim the proceeds of insurance (if any) specifically maintained by Landlord for Tenant's benefit. The foregoing limitations shall also apply to any successor to Landlord's interest in the Premises.

21.4. Insolvency.

The occurrence of any of the following shall constitute a material, incurable breach which shall entitle Landlord to the remedies provided in Section 21.1 (and the cure periods provided below shall be in lieu of, and not in addition to, any cure periods provided in Section 21.1):

(a) This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged within thirty (30) days after its levy;

(b) Tenant or any guarantor of this Lease files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors; or

(c) Involuntary proceedings under any such bankruptcy laws or insolvency act or for the dissolution of Tenant or any guarantor of this Lease are instituted against Tenant or any guarantor of this Lease, or a receiver or trustee is appointed for all or substantially all of Tenant's property or the property of any guarantor of this Lease, and such proceedings are not dismissed or such receivership or trusteeship is not vacated within sixty (60) days after such institution or appointment.

21.5. Security Interest.

Tenant hereby grants to Landlord a lien and security interest on all property of Tenant now or hereafter placed in or upon the Premises including, but not limited to, all fixtures, machinery, equipment, furnishings and other articles of personal property, and all proceeds of the sale or other disposition of such property (collectively, the **"Collateral"**) to secure the payment of all rent to be paid by Tenant pursuant to this Lease. Such lien and security interest shall be in addition to any landlord's lien provided by law. This Lease shall constitute a security agreement under the Commercial Code of the state so that Landlord shall have and may enforce a security interest in the Collateral. Tenant authorizes Landlord to execute and file such financing statements as may be necessary to perfect this security interest. Tenant shall execute as debtor and deliver such financing statement or statements and any further documents as Landlord may now or hereafter reasonably request to protect such security interest pursuant to such code. Landlord, as secured party, shall be entitled to all rights and remedies afforded as secured party under such code, which rights and remedies shall be in addition to Landlord's liens and rights provided by law or by the other terms and provisions of this Lease. At Landlord's sole discretion, Landlord may agree to subordinate its lien and security interest to the rights of any bona fide third party lender to which Tenant desires to grant a security interest in the Collateral, in which event Landlord will execute such instruments as are acceptable to Landlord to evidence such subordination.

ARTICLE XXII HOLDING OVER, SUCCESSORS

22.1. Holding Over.

Any holding over after the expiration of the Term, with the consent of the Landlord, express or implied, shall, in the absence of a written agreement providing otherwise, be construed to be a tenancy from month to month and Tenant shall commence paying Minimum Rent equal to one hundred fifty percent (150%) of the then current market rent (as determined by Landlord) and such tenancy shall otherwise be on the terms and conditions of this Lease. If Tenant fails to surrender the upon the termination or expiration of this Lease and such failure continues for more than thirty (30) days after such termination or expiration, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender and any lost profits to Landlord resulting therefrom.

22.2. Successors.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of said parties; and if there shall be more than one party comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Section 18.1 hereof.

ARTICLE XXIII
QUIET ENJOYMENT

Upon timely payment by the Tenant of the rent provided in this Lease, and upon the observance and performance of all of the covenants, terms and conditions on Tenant's part to be observed and performed under this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without unreasonable hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XXIV
MISCELLANEOUS

24.1. Waiver.

The waiver by either party of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any other term, covenant or condition of this Lease or of any subsequent breach of the same term, covenant or condition. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by either party, unless such waiver is in writing by the waiving party.

24.2. Accord and Satisfaction.

No payment by Tenant or acceptance by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than a partial payment of the rent herein stipulated, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

24.3. Entire Agreement.

This Lease, the Exhibits and Addenda, if any, attached to this Lease and forming a part of it, set forth all the representations, covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no representations, covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are set forth in this Lease. Except as otherwise provided in this Lease, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

24.4. No Partnership.

Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant by reason of this Lease.

24.5. Force Majeure Delays.

If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of any of the following events (each, a **"Force Majeure Event"**): acts of God, strikes, lock-outs, labor disputes, permitting delays, inspection delays, the inability to obtain or unavailability of services, labor, or materials or reasonable substitutes therefor, failure of power or utilities, governmental actions, orders, declarations or moratoriums, including eviction moratoria, riots,

insurrection, civil commotion, sabotage, vandalism, explosion, war, natural or local emergency, including public health emergencies, pandemics, epidemics or other outbreaks of virus or disease, fire, flood, severe weather or other casualty, or any other cause beyond the reasonable control of the party obligated to perform, whether foreseen or unforeseen and including events that may or may not be related to the events enumerated herein (but excluding delays due to financial inability) (herein collectively, **“Force Majeure Delays”**), then performance of such act shall be excused for the period of the Force Majeure Delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such Force Majeure Delay so long as the delayed party delivers written notice describing the Force Majeure Delay within five (5) days after the occurrence of the Force Majeure Event, along with a description of the Force Majeure Delay and the reasons for it. The provisions of this Section 25.5 shall not apply to nor operate to excuse Tenant from the payment of any Minimum Rent due under this Lease, if any, additional rent or any other payments strictly in accordance with the terms of this Lease.

24.6. Notices.

All notices given in connection with this Lease must be served (i) by personal delivery or overnight courier (such as Federal Express); (ii) by certified or registered mail as aforesaid, postage prepaid, or (iii) by facsimile, and must be addressed to Tenant at the address specified in Section 1.13 and to Landlord at the address specified in Section 1.14, or at such other address as Landlord or Tenant may designate by written notice pursuant to this Section, except that notice to Tenant at the Premises shall in all events be proper notice. Notices shall be deemed duly given (a) when personally delivered or on the date of first attempted delivery as shown on the return receipt if delivered personally or if delivered by overnight courier; (b) when transmitted as shown by the confirmation receipt, if sent by facsimile, so long as the facsimile transmission is followed by one of the other means of delivery required by this Section; or (c) forty-eight (48) hours after deposited in the United States registered or certified mail, return receipt request, postage prepaid.

24.7. Captions and Section Numbers.

The captions, section numbers and article numbers in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

24.8. Tenant Defined, Use of Pronoun.

The word **“Tenant”** means jointly and severally each and every person or party mentioned as a tenant herein; and if there shall be more than one Tenant or more than one party comprising Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual or entity or a group of two or more individuals or entities. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

24.9. Partial Invalidity.

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

24.10. No Option.

The submission of this Lease for examination does not constitute a reservation of or option for the Premises or any other space within the Shopping Center and shall vest no right in either party. This Lease shall become effective as a Lease only upon execution and legal delivery thereof by the parties, together with the execution and delivery to Landlord of a Guaranty in the form attached to this Lease as **Exhibit "H"** by the Guarantor(s), if any, named in Section 1.1(k) and the delivery by Tenant to Landlord of any documents and monies (if any) required to be delivered by Tenant to Landlord upon Tenant's execution and delivery of this Lease to Landlord.

24.11. Brokers.

Each Party represents and warrants to the other, that, to its knowledge, no broker, agent or finder (a) negotiated or was instrumental in negotiating or consummating this Lease on its behalf, and (b) is or might be entitled to a commission or compensation in connection with this Lease. Tenant shall indemnify, protect, defend (by counsel reasonably approved in writing by Landlord) and hold Landlord harmless from and against any and all claims, judgments, suits, causes of action, damages, losses, liabilities and expenses, including attorneys' fees and court costs, resulting from any breach by Tenant of the foregoing representation, including, without limitation, any claims that may be asserted against Landlord by any broker, agent or finder undisclosed by Tenant. Landlord shall indemnify, protect, defend (by counsel reasonably approved in writing by Tenant) and hold Tenant harmless from and against any and all claims, judgments, suits, causes of action, damages, losses, liabilities and expenses, including attorneys' fees and court costs, resulting from any breach by Landlord of the foregoing representation, including, without limitation, any claims that may be asserted against Tenant by any broker, agent or finder undisclosed by Landlord. The foregoing indemnities shall survive the expiration or earlier termination of this Lease.

24.12. Recording.

Tenant shall not record this Lease or a memorandum of it without the written consent of Landlord.

24.13. Legal Expenses.

If either Landlord or Tenant should institute any action or proceeding against the other with respect to this Lease, then all costs and expenses, including without limitation, actual professional fees and costs such as appraisers', accountants' and attorneys' fees and costs, incurred by the party which prevails in such action, whether by final judgment or out of court settlement, shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment. As used herein, attorneys' fees and costs shall include, without limitation, attorneys' fees, costs and expenses incurred in connection with any (i) post-judgment motions; (ii) contempt proceedings; (iii) garnishment, levy, and debtor and third party examination; (iv) discovery, including without limitation expert witnesses' fees and costs; and (v) bankruptcy litigation.

24.14. Rights Cumulative.

The rights and remedies of Landlord specified in this Lease shall be cumulative and in addition to any other rights and remedies provided by law.

24.15. Authority.

If Tenant is a corporation, limited liability company or partnership, each individual executing this Lease on behalf of such entity represents or warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such entity and that such entity shall be bound by all the terms and provisions hereof.

24.16. Counterparts and Electronic Signatures.

This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties hereto consent and agree that this Lease may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (1) to the extent a party signs this Lease using electronic signature technology, by clicking "SIGN", such party is signing this Lease electronically, and (2) the electronic signatures appearing on this Lease shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

24.17. Time of the Essence.

Time is of the essence of each and every provision of this Lease except for delivery of possession of the Premises as set forth herein.

24.18. Nondisclosure of Lease Terms.

Tenant acknowledges and agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord. Disclosure of the terms could adversely affect the ability of Landlord to negotiate other leases and impair Landlord's relationship with other tenants. Accordingly, Tenant agrees that it, and its partners, officers, directors, employees, agents and attorneys, shall not intentionally and voluntarily disclose the terms and conditions of this Lease to any newspaper or other publication or any other tenant or apparent prospective tenant of the Building or other portion of the Shopping Center, or real estate agent, either directly or indirectly, without the prior written consent of Landlord, provided, however, that Tenant may disclose the terms to prospective subtenants or assignees under this Lease.

24.19. Lease Addenda and Exhibits.

This Lease contains the following Addenda and Exhibits which are attached hereto and incorporated herein by this reference:

(a)	Exhibits:	Exhibit A -1	-	Depiction of the Floor Plan of the Premises
		Exhibit "A-2"	-	Legal Description of Landlord's Property
		Exhibit "B"	-	Site Plan of the Shopping Center
		Exhibit "C-1"	-	Legal Description of the Developer Tract
		Exhibit "C-2"	-	Legal Description of the Target Tract
		Exhibit "D"	-	Construction Provisions
		Exhibit "E"	-	Non-Discrimination and Hiring Requirements
		Exhibit "F"	-	Rules and Regulations
		Exhibit "G-1"	-	Sign Criteria

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO SHOPPING CENTER LEASE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this lease as of the day and year first above written.

LANDLORD:

CLPF GATEWAY TOWNE CENTER LP,
a Delaware limited partnership

By: CLPF Gateway Towne Center GP, LLC,
Its general partner

By: Clarion Lion Properties Fund Holdings, L.P.,
its sole member

By: CLPF-Holdings, LLC, its general partner

By: Clarion Lion Properties Fund Holdings REIT, LLC,
its sole member

By: Clarion Lion Properties Fund, LP,
its managing member

By: Clarion Partners LPF GP, LLC,
its general partner

By: Clarion Partners, LLC,
its sole member

By: _____
Name: _____
Title: _____

TENANT:

CITY OF COMPTON,
a California municipal corporation

By: _____
Name: _____
Title: _____

DEPICTION OF THE FLOOR PLAN OF THE PREMISES

Floor plan of the premises showing various rooms and dimensions. The central area is labeled "PREMISES Approx. 1,202 SF". The plan includes a large central hall, several smaller rooms, and a kitchen area. Dimensions are provided for various sections and rooms.

Rooms and Dimensions:

- Room 1: 336' 10" x 11'
- Room 2: 336' 10" x 11'
- Room 3: 336' 10" x 11'
- Room 4: 336' 10" x 11'
- Room 5: 336' 10" x 11'
- Room 6: 336' 10" x 11'
- Room 7: 336' 10" x 11'
- Room 8: 336' 10" x 11'
- Room 9: 336' 10" x 11'
- Room 10: 336' 10" x 11'
- Room 11: 336' 10" x 11'
- Room 12: 336' 10" x 11'
- Room 13: 336' 10" x 11'
- Room 14: 336' 10" x 11'
- Room 15: 336' 10" x 11'
- Room 16: 336' 10" x 11'
- Room 17: 336' 10" x 11'
- Room 18: 336' 10" x 11'
- Room 19: 336' 10" x 11'
- Room 20: 336' 10" x 11'
- Room 21: 336' 10" x 11'
- Room 22: 336' 10" x 11'
- Room 23: 336' 10" x 11'
- Room 24: 336' 10" x 11'
- Room 25: 336' 10" x 11'
- Room 26: 336' 10" x 11'
- Room 27: 336' 10" x 11'
- Room 28: 336' 10" x 11'
- Room 29: 336' 10" x 11'
- Room 30: 336' 10" x 11'
- Room 31: 336' 10" x 11'
- Room 32: 336' 10" x 11'
- Room 33: 336' 10" x 11'
- Room 34: 336' 10" x 11'
- Room 35: 336' 10" x 11'
- Room 36: 336' 10" x 11'
- Room 37: 336' 10" x 11'
- Room 38: 336' 10" x 11'
- Room 39: 336' 10" x 11'
- Room 40: 336' 10" x 11'
- Room 41: 336' 10" x 11'
- Room 42: 336' 10" x 11'
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- Room 158: 336' 10" x 11'
- Room 159: 336' 10" x 11'
- Room 160: 336' 10" x 11'
- Room 161: 336' 10" x 11'
- Room 162: 336' 10" x 11'
- Room 163: 336' 10" x

EXHIBIT "B"
TO SHOPPING CENTER LEASE

SITE PLAN

NOTE: THE SITE PLAN SET FORTH HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A WARRANTY, REPRESENTATION OR AGREEMENT ON THE PART OF LANDLORD THAT THE TENANT MIX OR LAYOUT OF THE SHOPPING CENTER IS OR WILL REMAIN AS INDICATED HEREON.

Site Plan Overview



EXHIBIT "C-1"
TO SHOPPING CENTER LEASE

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

Legal Description

PARCEL ONE

PROPOSED PARCEL B AS SHOWN ON CERTIFICATE OF COMPLIANCE, AS EVIDENCED BY DOCUMENT RECORDED OCTOBER 15, 2008 AS INSTRUMENT NO. 2008-1836209 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF LOTS 1 AND 2 OF TRACT NO 061885, AS PER MAP FILED IN BOOK 1325, PAGES 50 THROUGH 53, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE.

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1,

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOTS 1 AND 2, SOUTH 07° 29' 45" EAST, 216 50 FEET.

THENCE, LEAVING SAID EASTERLY LINE, SOUTH 82° 30' 15" WEST, 43 73 FEET TO THE SOUTH LINE OF SAID LOT 1;

THENCE, ALONG THE SOUTH LINE OF SAID LOT 1, THE FOLLOWING THREE (3) COURSES

1. SOUTH 52° 05' 22" WEST, 9.32 FEET;
2. SOUTH 89° 54' 02" WEST, 61.79 FEET,
- 3 SOUTH 00° 05' 58" EAST, 15 33 FEET;

THENCE, LEAVING SAID SOUTH LINE, SOUTH 89° 54' 02" WEST, 90 18 FEET TO THE WESTERLY LINE OF SAID LOT 1.

EXCEPTING THEREFROM ALL OIL, OIL RIGHTS MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, AND INCLUDING AND TOGETHER WITH THE PERPETUAL EXCLUSIVE RIGHT IN THE GRANTOR OF DRILLING, MINING, EXPLORING FOR, REMOVING, AND PRODUCING THE SAME FROM SAID LAND, AND INCLUDING THE PERPETUAL EXCLUSIVE RIGHT TO DIRECTIONALLY DRILL INTO SAID LANDS FOR THE AFORESAID PURPOSES AND TO DIRECTIONALLY DRILL INTO AND THROUGH SAID LAND FROM OTHER LANDS AND INTO THE SUBSURFACE OF OTHER LANDS, AND INCLUDING THE RIGHT TO REDRILL, REPAIR, DEEPEN AND IN ALL OTHER LAWFUL MANNERS OTHERWISE OPERATE ANY AND ALL SUCH WELL HOLES; PROVIDED HOWEVER THAT IN NO EVENT SHALL THESE RIGHTS PERMIT THE PENETRATION OF THE LANDS HEREIN GRANTED AT ANY POINT WITHIN 300 FEET FROM THE SURFACE OF SAID GRANTED LANDS, UNLESS SPECIFICALLY OTHERWISE AUTHORIZED, AS EXCEPTED BY FLORENCE HELLMAN EHRMAN, I W. HELLMAN III, FREDERICK J HELLMAN, MARCO F HELLMAN, WELLS FARGO BANK, TRUSTEES OF THE TRUSTS CREATED UNDER THE LAST WILL AND TESTAMENT OF FLORENCE H DINKELSPIEL, ALSO KNOWN AS FLORENCE HELLMAN DINKELSPIEL AND AS FLORENCE DINKELSPIEL, DECEASED, AND WILLIAM H. GREEN, LLOYD W DINKELSPIEL, JR AND WELLS FARGO BANK, EXECUTORS OF THE LAST WILL AND TESTAMENT OF LLOYD W DINKELSPIEL, DECEASED, IN

GRANT DEED RECORDED DECEMBER 16, 1959, AS INSTRUMENT NO. 1467, IN BOOK D-694, PAGE 909, OFFICIAL RECORDS.

PARCEL TWO

LOTS 3, 5, 6, 7, 8, 9, 10, 11 OF TRACT NO. 061885 FILED IN BOOK 1325, PAGES 50 TO 53 INCLUSIVE OF MAPS, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, OIL RIGHTS MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, AND INCLUDING AND TOGETHER WITH THE PERPETUAL EXCLUSIVE RIGHT IN THE GRANTOR OF DRILLING, MINING, EXPLORING FOR, REMOVING, AND PRODUCING THE SAME FROM SAID LAND, AND INCLUDING THE PERPETUAL EXCLUSIVE RIGHT TO DIRECTIONALLY DRILL INTO SAID LANDS FOR THE AFORESAID PURPOSES AND TO DIRECTIONALLY DRILL INTO AND THROUGH SAID LAND FROM OTHER LANDS AND INTO THE SUBSURFACE OF OTHER LANDS, AND INCLUDING THE RIGHT TO REDRILL, REPAIR, DEEPEN AND IN ALL OTHER LAWFUL MANNERS OTHERWISE OPERATE ANY AND ALL SUCH WELL HOLES, PROVIDED HOWEVER THAT IN NO EVENT SHALL THESE RIGHTS PERMIT THE PENETRATION OF THE LANDS HEREIN GRANTED AT ANY POINT WITHIN 300 FEET FROM THE SURFACE OF SAID GRANTED LANDS, UNLESS SPECIFICALLY OTHERWISE AUTHORIZED, AS EXCEPTED BY FLORENCE HELLMAN EHRMAN, I.W. HELLMAN III, FREDERICK J. HELLMAN, MARCO F. HELLMAN, WELLS FARGO BANK, TRUSTEES OF THE TRUSTS CREATED UNDER THE LAST WILL AND TESTAMENT OF FLORENCE H. DINKELSPIEL, ALSO KNOWN AS FLORENCE HELLMAN DINKELSPIEL AND AS FLORENCE DINKELSPIEL, DECEASED, AND WILLIAM H. GREEN, LLOYD W. DINKELSPIEL, JR. AND WELLS FARGO BANK, EXECUTORS OF THE LAST WILL AND TESTAMENT OF LLOYD W. DINKELSPIEL, DECEASED, IN GRANT DEED RECORDED DECEMBER 16, 1959, AS INSTRUMENT NO. 1467, IN BOOK D-694, PAGE 909, OFFICIAL RECORDS.

PARCEL THREE

PROPOSED PARCEL B AS SHOWN ON CERTIFICATE OF COMPLIANCE, AS EVIDENCED BY DOCUMENT RECORDED JULY 18, 2007 AS INSTRUMENT NO. 2007-1696203 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING ALL OF LOT 13 OF TRACT NO. 061885, FILED IN BOOK 1325, PAGES 50 THROUGH 53, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF LOT 12 OF SAID TRACT, LYING NORTHWESTERLY AND SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THE LINE SHOWN AS "NORTH 49° 42' 00" EAST 187 55' " ON SAID TRACT,

THENCE ALONG THE NORTHEASTERLY PROLONGATION OF SAID LINE, NORTH 49° 42' 00" EAST, 3 75 FEET TO A LINE PARALLEL WITH AND DISTANT, NORTHEASTERLY, 3 75 FEET FROM THE NORTHEASTERLY LINE OF SAID LOT 13,

THENCE ALONG SAID PARALLEL LINE NORTH 40° 18' 00" WEST, 199.58 FEET TO THE NORTHERLY LINE OF SAID LOT 12.

EXCEPT THEREFROM ALL OIL, OIL RIGHTS MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, AND INCLUDING AND TOGETHER WITH THE PERPETUAL EXCLUSIVE RIGHT IN THE GRANTOR OF DRILLING, MINING, EXPLORING FOR, REMOVING, AND PRODUCING THE SAME FROM SAID LAND, AND INCLUDING THE PERPETUAL EXCLUSIVE RIGHT TO DIRECTIONALLY DRILL INTO SAID LANDS FOR THE AFORESAID PURPOSES AND TO DIRECTIONALLY DRILL INTO AND THROUGH SAID LAND FROM OTHER LANDS AND INTO THE SUBSURFACE OF OTHER LANDS, AND INCLUDING THE RIGHT TO REDRILL, REPAIR, DEEPEN AND IN ALL OTHER LAWFUL MANNERS OTHERWISE OPERATE ANY AND ALL SUCH WELL HOLES, PROVIDED HOWEVER THAT IN NO EVENT SHALL THESE RIGHTS PERMIT THE PENETRATION OF THE LANDS HEREIN GRANTED AT ANY POINT WITHIN 300 FEET FROM THE SURFACE OF SAID GRANTED LANDS, UNLESS SPECIFICALLY OTHERWISE AUTHORIZED, AS EXCEPTED BY FLORENCE HELLMAN EHRMAN, I.W. HELLMAN III, FREDERICK J. HELLMAN, MARCO F. HELLMAN, WELLS FARGO BANK, TRUSTEES OF THE TRUSTS CREATED UNDER THE LAST WILL AND TESTAMENT OF FLORENCE H. DINKELSPIEL, ALSO KNOWN AS FLORENCE HELLMAN DINKELSPIEL AND AS FLORENCE DINKELSPIEL, DECEASED, AND WILLIAM H. GREEN, LLOYD W. DINKELSPIEL, JR. AND WELLS FARGO BANK, EXECUTORS OF THE LAST WILL AND TESTAMENT OF LLOYD W. DINKELSPIEL, DECEASED, IN GRANT DEED RECORDED DECEMBER 16, 1959, AS INSTRUMENT NO. 1467, IN BOOK D-694, PAGE 909, OFFICIAL RECORDS

ALSO EXCEPTING FROM LOT 13 ALL MINERALS, OIL, GAS, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER THE ABOVE DESCRIBED PROPERTY, TOGETHER WITH ALL NECESSARY AND CONVENIENT RIGHTS TO EXPLORE FOR, DEVELOP, PRODUCE, EXTRACT AND TAKE THE SAME, INCLUDING THE EXCLUSIVE RIGHT TO DIRECTIONALLY DRILL INTO AND THROUGH SAID LAND FROM OTHER LANDS AND INTO THE SUBSURFACE OF OTHER LANDS, SUBJECT TO THE EXPRESS LIMITATION THAT ANY AND ALL OPERATIONS FOR THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION, AND TAKING OF ANY OF SAID SUBSTANCES SHALL BE CARRIED ON AT LEVELS BELOW THE DEPTH OF 500 FEET FROM THE SURFACE OF THE ABOVE DESCRIBED PROPERTY, BY MEANS OF MINES, WELL, DERRICKS, AND/OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND LYING OUTSIDE OF THE ABOVE DESCRIBED PROPERTY AND SUBJECT FURTHER TO THE EXPRESS LIMITATION THAT THE FOREGOING RESERVATION SHALL IN NO WAY BE INTERPRETED TO INCLUDE ANY RIGHT TO ENTRY IN AND UPON THE SURFACE OF THE ABOVE DESCRIBED LAND, AS RESERVED IN DEED RECORDED JUNE 23, 1981 AS INSTRUMENT NO. 81-622407, OFFICIAL RECORDS

PARCEL FOUR

PARCEL A OF CERTIFICATE OF COMPLIANCE AND LOT LINE ADJUSTMENT RECORDED JULY 18, 2007 AS INSTRUMENT NO. 20071696203 OF OFFICIAL RECORDS, BEING ALL OF LOT 12 OF TRACT NO. 061885, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1325, PAGES 50 THROUGH 53, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 12, LYING NORTHWESTERLY AND SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THE LINE SHOWN AS "NORTH 49° 42' 00" EAST 187.55' " ON SAID TRACT;

THENCE ALONG THE NORTHEASTERLY PROLONGATION OF SAID LINE, NORTH 49° 42' 00" EAST, 3.75 FEET TO A LINE PARALLEL WITH AND DISTANT, NORTHEASTERLY, 3.75 FEET FROM THE NORTHEASTERLY LINE OF SAID LOT 13,

THENCE ALONG SAID PARALLEL LINE NORTH 40° 18' 00" WEST, 199.58 FEET TO THE NORTHERLY LINE OF SAID LOT 12

SAID LAND IS NOW SHOWN AS PARCELS 1 AND 2 OF PARCEL MAP 70915 AS PER MAP FILED IN BOOK 366, PAGES 71 TO 73 OF PARCEL MAPS

EXCEPT THEREFROM ALL OIL, OIL RIGHTS MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, AND INCLUDING AND TOGETHER WITH THE PERPETUAL EXCLUSIVE RIGHT IN THE GRANTOR OF DRILLING, MINING, EXPLORING FOR, REMOVING, AND PRODUCING THE SAME FROM SAID LAND, AND INCLUDING THE PERPETUAL EXCLUSIVE RIGHT TO DIRECTIONALLY DRILL INTO SAID LANDS FOR THE AFORESAID PURPOSES AND TO DIRECTIONALLY DRILL INTO AND THROUGH SAID LAND FROM OTHER LANDS AND INTO THE SUBSURFACE OF OTHER LANDS, AND INCLUDING THE RIGHT TO REDRILL, REPAIR, DEEPEN AND IN ALL OTHER LAWFUL MANNERS OTHERWISE OPERATE ANY AND ALL SUCH WELL HOLES, PROVIDED HOWEVER THAT IN NO EVENT SHALL THESE RIGHTS PERMIT THE PENETRATION OF THE LANDS HEREIN GRANTED AT ANY POINT WITHIN 300 FEET FROM THE SURFACE OF SAID GRANTED LANDS, UNLESS SPECIFICALLY OTHERWISE AUTHORIZED, AS EXPECTED BY FLORENCE HELLMAN EHRMAN, I W. HELLMAN III, FREDERICK J. HELLMAN, MARCO F. HELLMAN, WELLS FARGO BANK, TRUSTEES OF THE TRUSTS CREATED UNDER THE LAST WILL AND TESTAMENT OF FLORENCE H. DINKELSPIEL, ALSO KNOWN AS FLORENCE HELLMAN DINKELSPIEL AND AS FLORENCE DINKELSPIEL, DECEASED, AND WILLIAM H. GREEN, LLOYD W. DINKELSPIEL, JR. AND WELLS FARGO BANK, EXECUTORS OF THE LAST WILL AND TESTAMENT OF LLOYD W. DINKELSPIEL, DECEASED, IN GRANT DEED RECORDED DECEMBER 16, 1959, AS INSTRUMENT NO. 1467, IN BOOK D-694, PAGE 909, OFFICIAL RECORDS.

PARCEL FIVE

NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, PARKING, UTILITIES AND SIGN EASEMENTS AS SET FORTH IN OPERATION AND EASEMENT AGREEMENT RECORDED NOVEMBER 28, 2006 AS INSTRUMENT NO. 06-2620928, SUBJECT TO THE CONDITIONS AND PROVISIONS CONTAINED THEREIN

PARCEL SIX

LOT B OF TRACT NO. 061885, FILED IN BOOK 1325, PAGES 50 TO 53 INCLUSIVE OF MAPS, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, OIL RIGHTS MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, AND INCLUDING AND TOGETHER WITH THE

PERPETUAL EXCLUSIVE RIGHT IN THE GRANTOR OF DRILLING, MINING, EXPLORING FOR, REMOVING, AND PRODUCING THE SAME FROM SAID LAND, AND INCLUDING THE PERPETUAL EXCLUSIVE RIGHT TO DIRECTIONALLY DRILL INTO SAID LANDS FOR THE AFORESAID PURPOSES AND TO THE SUBSURFACE OF OTHER LANDS, AND INCLUDING THE RIGHT TO REDRILL, REPAIR, DEEPEN AND IN ALL OTHER LAWFUL MATTERS OTHERWISE OPERATE ANY AND ALL SUCH WELL HOLES, PROVIDED HOWEVER THAT IN NO EVENT SHALL THESE RIGHTS PERMIT THE PENETRATION OF THE LANDS HEREIN GRANTED AT ANY POINT WITHIN 300 FEET FROM THE SURFACE OF SAID GRANTED LANDS, UNLESS SPECIFICALLY OTHERWISE AUTHORIZED, AS EXCEPTED BY FLORENCE HELLMAN EHRMAN, I.W. HELLMAN III, FREDERICK J. HELLMAN, MARCO F. HELLMAN, WELLS FARGO BANK, TRUSTEES OF THE TRUSTS CREATED UNDER THE LAST WILL AND TESTAMENT OF FLORENCE H. DINKELSPIEL, ALSO KNOWN AS FLORENCE HELLMAN DINKELSPIEL AND AS FLORENCE DINKELSPIEL, DECEASED, AND WILLIAM H. GREEN, LLOYD W. DINKELSPIEL, JR. AND WELLS FARGO BANK, EXECUTORS OF THE LAST WILL AND TESTAMENT OF LLOYD W. DINKELSPIEL, DECEASED, IN GRANT DEED RECORDED DECEMBER 16, 1959, AS INSTRUMENT NO. 1467, IN BOOK D-694, PAGE 909, OFFICIAL RECORDS

EXHIBIT "C-2"

TO SHOPPING CENTER LEASE

LEGAL DESCRIPTION OF THE TARGET TRACT

LOT 4 OF TRACT MAP NO. 061885, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1325, PAGES 50 TO 53, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "C-3"

TO SHOPPING CENTER LEASE

LEGAL DESCRIPTION OF THE HOME DEPOT TRACT

LOT 6 OF TRACT MAP NO. 061885, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1325, PAGES 50 TO 53, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "D"
TO SHOPPING CENTER LEASE
INTENTIONALLY DELETED

EXHIBIT "E"
TO SHOPPING CENTER LEASE

NON-DISCRIMINATION AND HIRING REQUIREMENTS

NON-DISCRIMINATION

In the construction of any improvements on the Premises provided for in the Lease:

(a) No party will discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin. Each party will take reasonable action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, ancestry or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) Each party will, in all solicitations or advertisements for employees placed by or on behalf of that party, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, ancestry or national origin.

(c) Each party will cause the foregoing provisions to be inserted in all contracts for any work covered by the document to which this Exhibit is attached, so that such provisions will be binding upon each contractor and subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Tenant, as the "Tenant" in this Lease, agrees as follows: "The Tenant herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, that this lease is made and accepted upon and subject to the following conditions: That there be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the land herein leased nor shall the Tenant himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased."

EMPLOYMENT

At least seven (7) days prior to hiring employees for the initial opening of business operations on any portion of the Premises, Tenant or Tenant's permitted successors-in-interest on the Premises, as applicable, will provide to the Community Redevelopment Agency of the City of Compton at 205 South Willowbrook Avenue, Compton, CA 90220, a list of positions and hiring criteria and job requirements for potential employees. Agency and/or the City may then choose to post such information on its CareerLink service or provide to Tenant and permitted successors-in-interest, as applicable, a list of potential qualified applicants (i.e., those applicants meeting the stated hiring criteria). Tenant agrees to review and fairly consider for employment those qualified applicants. Nothing contained herein shall be deemed to require Tenant or any permitted successors-in-interest, to alter its standard hiring criteria and/or practices nor violate any Federal, state or local laws regarding discrimination with respect to any person.

EXHIBIT "F"
TO SHOPPING CENTER LEASE

RULES AND REGULATIONS

Trash	1. All garbage and refuse shall be kept in the kind of containers specified by Landlord, and shall be placed outside of the Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the costs of removal of any of Tenant's refuse or rubbish. Tenant shall not permit any dumping, disposing, incineration or reduction of garbage, except as set forth in these Rules and Regulations.
Deliveries	2. All loading and unloading of goods and any other deliveries shall be done only at such times, in the areas, and through the entrances, designated, for such purposes by Landlord.
Noise	3. No loud speakers, televisions, phonographs, radios, flashing lights, machinery or other devices shall be used in a manner so as be heard or seen outside of the Premises without the prior written consent of Landlord,
Employee Parking	4. Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for the purpose by Landlord. Landlord reserves the right to designate any area(s) of the Shopping Center regardless of proximity to the Leased Premises, for Tenant and employee parking. Tenant and employees shall not service or store any vehicles in the Common Area. Within five (5) days after written notice from Landlord, Tenant shall furnish Landlord with automobile license numbers assigned to Tenant's car or cars, and cars of Tenant's employees, and shall thereafter notify Landlord of any changes within five (5) days after such changes occur. In the event that Tenant or its employees, fail to park their cars in designated parking areas as aforesaid, then Landlord at its option shall charge Tenant Ten Dollars (\$10.00) per day per car parked in any area other than those designated, as and for liquidated damages.
Extermination	5. Tenant shall use, at Tenant's sole cost and expense, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.
Sidewalks	6. The outside sidewalk area immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas. Tenant may not display, sell merchandise, allow grocery carts, portable sign, devices or any other object to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises.
Outside Displays	7. Tenant shall not use any of the Shopping Center Common Area for display and/or sale of merchandise without the express written approval of Landlord, which approval may be given or withheld in

Landlord's sole discretion. Tenant shall keep its entrance doors and window glass clean and its display windows, if any, properly and invitingly trimmed.

Roof	8.	Tenant shall not affix anything to the roof of the Leased Premises and Shopping Center and shall not bore any holes through the roof for any purpose whatsoever. Tenant must receive Landlord's prior approval to access the roof for any purpose.
Lighting	9.	Tenant shall light its signs and its display windows, if any, each and every day of the Lease Term, during those hours designated by Landlord. Tenant shall maintain show windows in a neat and clean condition and no signs shall be posted on windows.
Awnings	10.	No awning or other projection shall be attached to the outside walls of the Leased Premises or the building of which they form a part.
Aerials or Antennas	11.	No radio or television aerial or any other aerial shall be erected on the roof or exterior walls of the Leased Premises or the building of which they form a part, or on the Shopping Center grounds without, in each instance, the prior written consent of Landlord, which approval may be given or withheld in Landlord's sole discretion.
Going-Out-of-Business Sales	12.	No auction, fire, bankruptcy, going-out-of-business or distress sales shall be conducted on or about the Leased Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion.
Noxious Odors	13.	Tenant shall not carry on any trade or occupation or operate any instrument or apparatus or equipment, which emits an odor, which may be deemed offensive in nature.
Lodging	14.	No person shall use the Premises as sleeping quarters, sleeping apartments or lodging rooms.
Common Area	15.	In connection with the use of the Common Area, no person shall, without the prior written consent of Landlord: a. vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever; b. exhibit any sign, placard, banner, notice or other written material; c. distribute any circular, booklet, handbill, placard or other material; d. solicit membership in any organization, group or association or contribution for any purpose; e. parade, patrol, picket, demonstrate or engage in any conduct that might tend to interfere with or impede the use of any Common Area by any customer, business invitee or employee, create a disturbance, attract attention or harass, annoy, disparage or be detrimental to the interest of any of the retail establishments within the Shopping Center; f. use any Common Area for any purpose when none of

- the retail establishments within the Shopping Center is open for business or employment; and
- g. panhandle, beg or solicit funds.

Hours Operation	of	16.	Tenant shall be initially open for business to the public at all times which are customary for Tenant's type of business. Tenant shall operate continuously for business not less than 10:00 a.m. to 9:00 p.m. each day for at least six (6) days a week or during such other hours as determined by Landlord from time to time after written notice from Landlord to Tenant.

EXHIBIT "G-1"
TO SHOPPING CENTER LEASE
SHOPPING CENTER SIGN CRITERIA

[attached hereto]

CITY OF COMPTON,
a California municipal corporation

Approved by:

Dated: _____

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

Dated: _____

By: _____
Eric J. Perrodin, City Attorney

ATTEST

Dated: _____

By: _____
Vernell McDaniel, City Clerk

RESOLUTION NO. 22,463

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, AUTHORIZING A SHOPPING CENTER LEASE AGREEMENT BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY AND PRISM-IQ PARTNERS, LLC., AND ASSIGNMENT OF THE LEASE TO THE CITY OF COMPTON PURSUANT TO A SUBSTATION REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND PRISM-IQ PARTNERS, LLC., IN CONNECTION WITH THE ESTABLISHMENT OF A SHERIFF SUBSTATION AT THE GATEWAY TOWNE CENTER SITE IN THE REDEVELOPMENT PROJECT AREA

WHEREAS, the Community Redevelopment Agency of the City of Compton (the "Agency") is carrying out the Redevelopment Plan for the Compton Redevelopment Project Area, as merged and amended by Ordinance No. 2,114 adopted by the City Council on November 16, 2004; and

WHEREAS, pursuant to the terms of a certain Disposition and Development Agreement (DDA) with the Agency, Prism-IQ Partners, LLC., is developing a shopping center commonly known as the Gateway Towne Center at the former Compton Auto Plaza site; and

WHEREAS, Prism-IQ Partners LLC., in conjunction with the Agency and the City has determined that there is a vital need for a police substation in the shopping center to enhance public safety and welfare; and

WHEREAS, the Agency and the City have further determined that a police substation would alleviate blight in the Project Area and benefit the immediate area in which the leased premises are located; and

WHEREAS, the Agency and the City have determined that there is no other reasonable means of financing the substation; and

WHEREAS, the Agency has negotiated a fifteen year (15) lease agreement with the Redeveloper which calls for the Agency to assign its rights and title plus any additional tenant improvements to the City of Compton in connection with the use of the premises as a sheriff's substation to protect the shopping center; and

WHEREAS, the Agency shall prepay the net present value of the Minimum Rent due to Landlord for the Term of the Lease discounted monthly in equal monthly increments of \$47,000.56 over the first twenty-four (24) months of the Lease Term (the "Monthly Prepayment Amount") which equals \$1,128,013.49; and

WHEREAS, funds not to exceed \$1,128,013.49 are available in account no. 1300-80-0000-4269.

WHEREAS, the Agency intends to lease certain premises in the Gateway Towne Center from Prism-IQ Partners, LLC., pursuant to a Shopping Center Lease Agreement and would then assign its interest under the Lease to the City of Compton, and the City of Compton would permit the County Sheriff's Department to occupy and utilize the leased premises as a sheriff's substation; and

1
2 **WHEREAS**, the Commission and City Council held a joint public hearing on Tuesday,
3 October 23, 2007, in the City Council Chambers to consider and act upon the Lease
4 Agreement.

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

7 **Section 1.** That funds in an amount not to exceed \$1,128,013.49 are available in
8 account no. 1300-80-0000-4269.

9 **Section 2.** That the City Council hereby approves the terms and conditions of the
10 Shopping Center Lease (the "Lease") between the Community Redevelopment Agency
11 ("Tenant") and Prism-IQ Partners, LLC., ("Landlord"), an assignment of the Lease by the
12 Agency to the City of Compton pursuant to a Reimbursement Agreement (Reimbursement)
13 and Premises Improvement Agreement (Premises) to enhance public safety at the Gateway
14 Towne Center development located in the Compton Redevelopment Project Area.

15 **Section 3.** That the City Council hereby finds that the transaction will alleviate
16 blight in the Project Area and benefit the immediate area in which the leased premises are
17 located, and that no other reasonable means of financing the acquisition of the leasehold
18 interest or the tenant improvements by the City are available to the Agency or the City.

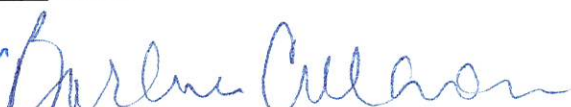
19 **Section 4.** That the Council hereby approves a reservation of funds for the
20 transaction in connection with the development of a sheriff substation to protect the Gateway
21 Towne Center.

22 **Section 5.** That the City Manager is hereby authorized and directed to execute any
23 necessary documents upon the advice of the City Attorney.

24 **Section 6.** That a certified copy of this resolution shall be filed in the offices of the
25 City Manager, City Attorney, City Controller, Community Redevelopment Agency, and City
26 Clerk.

27 **Section 7.** That the Mayor shall sign and the City Clerk shall attest to the adoption of
28 this resolution.

29 **ADOPTED** this 23rd day of October, 2007.

30 PRO TEM 
31 MAYOR OF THE CITY OF COMPTON

32 **ATTEST:**

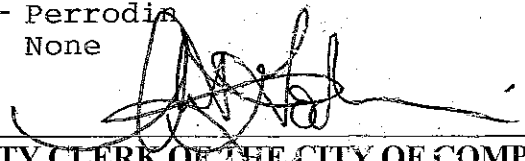

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the 23rd day of October, 2007.

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

AYES:	COUNCIL MEMBERS - Dobson, Arceneaux, Hall, Calhoun
NOES:	COUNCIL MEMBERS - None
ABSENT:	COUNCIL MEMBERS - Perrodin
ABSTAIN:	None


CITY CLERK OF THE CITY OF COMPTON

October 22, 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 PROFESSIONAL SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR END-POINT WIRELESS INC. TO PROVIDE A POLE-MOUNTED ELECTRONIC SECURITY CAMERA SYSTEM IN THE AMOUNT OF ONE HUNDRED FIFTY-NINE THOUSAND EIGHTY-FOUR DOLLARS AND TWENTY-SEVEN CENTS (\$159,084.27)

SUMMARY

Adoption of this Resolution will authorize the City Manager to enter into a 60-month (November 2024 through November 2029) Professional Services Agreement with End-Point Wireless, Inc. Technologies to provide installation, programming and management of twenty-six (26) pole-mounted electronic security system cameras at major intersections and high profile dumping sites and establish a purchase order in the amount of One Hundred Fifty-Nine Thousand Eighty-Four Dollars and Twenty-Seven Cents (\$159,084.27).

BACKGROUND

The City of Compton (City) has been plagued in recent months by vandalism, homelessness, street-takeovers illegal dumping and other crimes citywide. In January 2024, the Community Improvement Department did research and made an informal procurement to select a mobile security camera company to provide supplemental professional security services to maximize safety within our City. Of five (5) vendors contacted, the City received three (3) responses from potential vendors; however, the staff deemed that End-Point Wireless, Inc. (END-POINT WIRELESS, INC.) submitted the most responsible estimate.

END-POINT WIRELESS, INC. will provide a total of twenty-six (26) professional pole-mounted electronic security system cameras. Two (2) cameras each will be installed at five (5) sites identified by staff as those heavily plagued by illegal dumping. A total of four (4) cameras will be mounted at each of the following major intersections within the City:

1. Alondra Blvd and Atlantic Blvd
2. Alondra Blvd and Central Blvd

3. Rosecrans Avenue and Central Avenue
4. Wilmington Avenue and Stockwell Street

END-POINT WIRELESS, INC. is the premier provider of electronic security system technology. The pole-mounted electronic security cameras come equipped with advanced features designed to maximize public safety and deter criminal activity. These devices include high-definition video recording with night vision capabilities, ensuring clear footage 24/7. They are equipped with motion sensors that trigger real-time alerts, enabling city staff and the Sheriff's Department to monitor suspicious activities as they happen at any time, from any web-enabled device. The cameras utilize artificial intelligence (AI) for smart detection, allowing them to differentiate between human activity, vehicles, and animals, reducing false alarms.

Each camera is also equipped with license plate recognition (LPR) technology, which helps law enforcement track and identify vehicles involved in illegal activities. The cloud-based storage system ensures that footage is securely stored and easily accessible, while built-in redundancy features safeguard data from loss in case of power outages or hardware malfunctions.

These cameras are also solar-powered, making them energy-efficient and reducing their environmental impact, while maintaining operational independence from the power grid. With their rugged design and ability to withstand harsh weather conditions, the security cameras are built for long-term use, ensuring continuous coverage across critical areas in the City.

STATEMENT OF ISSUE

The Community Improvement Services Department obtained three (3) price estimates for the installation, programming and lease of twenty-six (26) electronic security system cameras:

<u>VENDOR</u>	<u>AMOUNT</u>
Portola Systems Inc.	\$199,537.21
End-Point Wireless, Inc.	\$159,084.27
Monarch	\$170,249.95

In order to provide the necessary services, City Council authorization is needed for the City Manager to enter into a professional service agreement and establish a purchase order with End-Point Wireless, Inc. in an amount not to exceed One Hundred Fifty-Nine Thousand Eighty-Four Dollars and Twenty-Seven Cents (\$159,084.27).

FISCAL IMPACT

Funds in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) are available in the Machinery and Equipment Fund for Fiscal Year 2024-2025 Budget in Account No. 2822-540-000-4334 (CDBG-CV) and funds in the amount of Nine Thousand Eighty-Four Dollars and Twenty-Seven Cents (\$9,084.27) are available in Account No. 1004-610-000-4266 (Contract Services).

A purchase order is being requested in the amount of One Hundred Fifty-Nine Thousand Eighty-Four Dollars and Twenty-Seven Cents (\$159,084.27). One Hundred Fifty Thousand Dollars (\$150,000.00) will be expended from Account No. 2822-540-000-4334 and Nine Thousand Eighty-Four Dollars and Twenty-Seven Cents (\$9,084.27) will be expended from Account Number 1004-610-000-4266.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

ANTHONY WARD
DIRECTOR OF COMMUNITY IMPROVEMENT SERVICES

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 PROFESSIONAL SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR END-POINT WIRELESS INC. TO PROVIDE A POLE-MOUNTED ELECTRONIC SECURITY CAMERA SYSTEM IN THE AMOUNT OF ONE HUNDRED FIFTY-NINE THOUSAND EIGHTY-FOUR DOLLARS AND TWENTY-SEVEN CENTS (\$159,084.27)

WHEREAS, adoption of this Resolution will authorize the City Manager to enter into a 60-month (November 2024 through November 2029) Professional Services Agreement with End-Point Wireless, Inc. to provide installation, programming and management of twenty-six (26) pole-mounted electronic security system cameras at major intersections and high profile dumping sites and establish a purchase order in the amount of One Hundred Fifty-Nine Thousand Eighty-Four Dollars and Twenty-Seven Cents (\$159,084.27); and

WHEREAS, the City of Compton (City) has been plagued in recent years with vandalism, homelessness, street takeovers, illegal dumping and crimes occurring Citywide; and

WHEREAS, in January 2024, the Community Improvement Department did some research and informal procurement to select a pole-mounted security system camera company to provide supplemental professional security services to maximize safety within our city; and

WHEREAS, the City contacted five (5) vendors and only received three (3) responses from potential vendors; however, the staff deemed that End-Point Wireless, Inc. (END-POINT WIRELESS, INC.) submitted the most responsible estimate; and

WHEREAS, that End-Point Wireless, INC is the premier provider of electronic security system technology. The pole-mounted electronic security cameras come equipped with advanced features designed to maximize public safety and deter criminal activity and increase safety throughout the City and use cloud-based software to show what is happening in the City at any time, from any web-enabled device; and

WHEREAS, the Community Improvement Services Department obtained three (3) price estimates for the lease of twenty-six (26) electronic security system cameras; and

<u>VENDOR</u>	<u>AMOUNT</u>
Portola Systems Inc.	\$199,537.21
End-Point Wireless, Inc.	\$159,084.27
Monarch	\$170,249.95

WHEREAS, in order to provide the necessary services, City Council authorization is needed for the City Manager to enter into a professional service agreement and establish a purchase order with End-Point Wireless, Inc. in an amount not to exceed One Hundred Fifty-Nine Thousand Eighty-Four Dollars and Twenty-Seven Cents (\$159,084.27).

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 service agreement and establish a purchase order with End-Point Wireless, Inc.

Section 2. That Funds in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) are available in the Machinery and Equipment Fund for Fiscal Year 2024-2025 Budget in Account No. 2822-540-000-4334 (CDBG-CV) and funds in the amount of Nine Thousand Eighty-Four Dollars and Twenty-Seven Cents (\$9,084.27) are available in Account No. 1004-610-000-4266 (Contract Services).

Section 3. A purchase order is being requested in the amount of One Hundred Fifty-Nine Thousand Eighty-Four Dollars and Twenty-Seven Cents (\$159,084.27). One Hundred Fifty Thousand Dollars (\$150,000.00) will be expended from Account No. 2822-540-000-4334 and Nine Thousand Eighty-Four Dollars and Twenty-Seven Cents (\$9,084.27) will be expended from Account Number 1004-670-000-4266.

Section 4. That a copy of this Resolution shall be filed in the office of the City Manager, City Controller, City Clerk, City Attorney, Community Improvement and 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: ss

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

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

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

CITY CLERK OF THE CITY OF COMPTON



Prepared for:

Anthony Ward
City of Compton

Created by:

Elias Bettencourt
End-Point Wireless Inc

Location	Verkada HW	Verkada SW- 5	Gridless- HW	Gridless SW-10	EPW M & L	Sales Tax	Total
Illegal Dump Site	\$12,899.25	\$29,571.30	\$25,988.00	\$7,196.00	\$20,470.00	\$4,948.00	\$101,072.55
Alondra Bl/Atlantic Bl	\$4,528.44	\$2,058.68	\$0.00	\$0.00	\$7,279.50	\$636.31	\$14,502.93
Alondra Bl/Central Bl	\$4,528.44	\$2,058.68	\$0.00	\$0.00	\$7,279.50	\$636.31	\$14,502.93
Rosecrans Ave/ Central Ave	\$4,528.44	\$2,058.68	\$0.00	\$0.00	\$7,279.50	\$636.31	\$14,502.93
Wilmington Ave/Stockwell St	\$4,528.44	\$2,058.68	\$0.00	\$0.00	\$7,279.50	\$636.31	\$14,502.93
Total	\$31,013.01	\$37,806.02	\$25,988.00	\$7,196.00	\$49,588.00	\$7,493.24	\$159,084.27

CSLB #1107264

End-Point Wireless
30141 Antelope Road
Menifee, California 92584
(800) 276-0415

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 2024-09/12/24

SUBSCRIBER: City of Compton

AUTHORIZED CONTACT: Anthony Ward

EMAIL: award@comptoncity.org

1. **END-POINT WIRELESS** (hereinafter referred to as “End-Point Wireless”) agrees to sell, install and program, at Subscriber's premises, and Subscriber agrees to buy, an electronic security system consisting of the equipment and services described in the attached Schedule of Equipment and Services.

2. All recurring charges are detailed in the quote section of this document and are to be billed monthly. Subscriber agrees to pay End-Point Wireless via automatic scheduled payments the following sum listed per month for the term of this agreement: \$0.00

All recurring charges are detailed in the quote section of this document and every 5 years. Subscriber agrees to pay END-POINT WIRELESS the following sum listed per year for the term of this agreement for Verkada Software: \$37,806.20

All recurring charges are detailed in the quote section of this document and every 10 years. Subscriber agrees to pay END-POINT WIRELESS the following sum listed per year for the term of this agreement for Gridless Software: \$7,196.00

3. **TERM OF AGREEMENT:** The term of this agreement shall be for a period of 60 month(s) and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. END-POINT

WIRELESS may invoice Subscriber in advance monthly, quarterly, or annually at END-POINT's option.

4. CENTRAL OFFICE MONITORING SERVICES: Upon receipt of a signal from Subscriber's alarm system, END-POINT WIRELESS or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and subscribers may obtain a written response policy from END-POINT WIRELESS. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of END-POINT WIRELESS or END-POINT WIRELESS's designee central office and END-POINT WIRELESS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of END-POINT WIRELESS and are not maintained by END-POINT WIRELESS except END-POINT WIRELESS may own the radio network, and END-POINT WIRELESS shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish END-POINT WIRELESS with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List END-POINT WIRELESS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with END-POINT's notification obligation. All changes and revisions shall be supplied to END-POINT WIRELESS in writing. Subscriber authorizes END-POINT WIRELESS to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to monitor video or sound then upon receipt of an alarm signal central office shall monitor video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests END-POINT WIRELESS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay END-POINT WIRELESS \$125.00 for each such service. END-POINT WIRELESS may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive

owner of such property. All Subscriber information and data shall be maintained confidentially by END-POINT WIRELESS.

5. **SERVICE:** Service includes all parts and labor, and END-POINT WIRELESS shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without End-Point's written consent.

6. **SUBSCRIBER REMOTE ACCESS:** If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by END-POINT WIRELESS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote pendant supplied by END-POINT WIRELESS or Subscriber's Internet or wireless connection device which is compatible with END-POINT's remote services. END-POINT WIRELESS will grant access to a server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed. The remote services server is provided either by END-POINT WIRELESS or a third party. END-POINT WIRELESS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. END-POINT WIRELESS shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology and END-POINT WIRELESS shall have no liability for access to the alarm system by others.

7. **WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high speed Internet access and or wireless services at Subscriber's premises. END-POINT WIRELESS does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for

remote access to the system END-POINT WIRELESS will authorize Subscriber access. END-POINT WIRELESS is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and END-POINT WIRELESS.

8. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS: If selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is selected, service END-POINT WIRELESS or its designee shall store and /or backup data received from Subscriber's system for a period of one year. END-POINT WIRELESS shall have no liability for data corruption or inability to retrieve data even if caused by END-POINT WIRELESS's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by END-POINT WIRELESS and END-POINT WIRELESS has no responsibility for such access or IP address service. END-POINT WIRELESS shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever.

9. (a) ACCESS CONTROL ADMINISTRATION: If selected as a service to be provided END-POINT WIRELESS will maintain the data base for the operation of the Access Control System. Subscriber will advise END-POINT WIRELESS of all changes in personnel and or changes access levels of authorization and restrictions, providing Access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by & subscriber to END-POINT WIRELESS regarding personnel access must be in writing via email or fax to addresses designated by END-POINT WIRELESS shall have remote internet access to the Subscriber's designated access control computer to program and make database updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access

(b) VIDEO SYSTEM OPERATION AND LIMITATIONS: If selected as a service to be provided and included in the Schedule of Equipment and Services. Video equipment is attached to a digital recorder computer and Subscriber shall not use the computer for any other purpose. Subscriber shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is a selected service, END-POINT WIRELESS shall store data received from Subscriber's system for one year. END-POINT WIRELESS shall have no liability for data corruption or inability to retrieve data even if caused by END-POINT WIRELESS's negligence Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon

Subscriber's authorization or by legal process. Telephone or internet access is not provided by END-POINT WIRELESS and END-POINT WIRELESS has no responsibility for such access or IP address service. If system has remote access, END-POINT WIRELESS is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lockouts. END-POINT WIRELESS shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever.

10. STREAMING VIDEO DATA / CCTV / EXCESSIVE DATA USAGE: If selected as a service to be provided and included in the Schedule of Equipment, upon receipt of a video signal the video system is designed to activate in the central station and record video data reception, upon which, END-POINT WIRELESS or its designee central office, shall make every reasonable effort to notify Subscriber by email, text, or voice message and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments or Subscriber's internal security stations are not monitored by personnel of END-POINT WIRELESS or END-POINT WIRELESS designee central office and END-POINT WIRELESS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of END-POINT WIRELESS. END-POINT WIRELESS may own the radio network, and END-POINT WIRELESS shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish END-POINT WIRELESS with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of signals. All changes and revisions shall be supplied to END-POINT WIRELESS in writing. Subscriber authorizes END-POINT WIRELESS to access the supervisory panel to input or delete data and programming. If Subscriber requests END-POINT WIRELESS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay END-POINT WIRELESS \$75.00 for each such service. END-POINT WIRELESS may, without prior notice, suspend or terminate its services, in the central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. END-POINT WIRELESS shall have no liability for excessive data usage expense incurred by Subscriber attributable to the equipment or services provided herein. All Subscriber information and data shall be maintained confidentially by END-POINT WIRELESS.

11. **GUARD RESPONSE:** If guard response is specified as a service to be provided, upon receipt of an alarm signal, END-POINT WIRELESS or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the central station or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests END-POINT WIRELESS to station its guard at the premises for more than 30 minutes, and END-POINT WIRELESS has sufficient personnel to provide such service, and END-POINT WIRELESS makes no such representation that its personnel will be available, then Subscriber agrees to pay END-POINT WIRELESS \$65.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to END-POINT WIRELESS to provide extended guard service by email, text or recorded conversation to END-POINT WIRELESS at the time request is made and END-POINT WIRELESS is authorized to ignore any request not confirmed within 15 minutes.

12. **LIMITED WARRANTY ON SALE:** In the event that any part of the security system becomes defective, or in the event that any repairs are required, END-POINT WIRELESS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. END-POINT WIRELESS reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life. END-POINT WIRELESS is not the manufacturer of the equipment and other than END-POINT WIRELESS's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, END-POINT WIRELESS makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. END-POINT WIRELESS does not represent

nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. END-POINT WIRELESS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than END-POINT WIRELESS shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by END-POINT WIRELESS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on END-POINT WIRELESS's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that END-POINT WIRELESS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for END-POINT WIRELESS's breach of this agreement or negligence to any degree under this agreement is to require END-POINT WIRELESS to repair or replace, at END-POINT WIRELESS's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 2 of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, END-POINT WIRELESS will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

13. GENERAL PROVISIONS DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF

MATERIAL: END-POINT WIRELESS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including END-POINT WIRELESS's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of END-POINT WIRELESS, END-POINT WIRELESS shall have such additional time for performance as may be reasonably necessary under the circumstances.

Subscriber agrees to pay END-POINT WIRELESS the sum of \$1.000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of END-POINT WIRELESS on less than 24 hour notice to END-POINT WIRELESS If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of END-POINT WIRELESS, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site

14. TESTING OF SECURITY SYSTEM: Security System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Security System and to notify END-POINT WIRELESS if it is in need of repair. Service if provided is pursuant to paragraph 2.

15. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 2 and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without END-POINT WIRELESS's written consent.

16. ALTERATION OF PREMISES FOR INSTALLATION: END-POINT WIRELESS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in END-POINT WIRELESS's sole discretion for the installation and service of the security system, and END-POINT WIRELESS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of

17. EXCULPATORY CLAUSE: END-POINT WIRELESS and Subscriber agree that END-POINT WIRELESS is not an insurer and no insurance coverage is offered herein. The security equipment and END-POINT WIRELESS's services are designed to reduce certain risks of loss, though END-POINT WIRELESS does not guarantee that no loss will occur. END-POINT WIRELESS is not assuming liability, and, therefore, shall not be liable to Subscriber for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by END-POINT WIRELESS's negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any" obligation pursuant to this agreement or any other legal duty. In the event of any loss or injury to any person or property. Subscriber agrees to look exclusively to Subscriber's insurer to recover damages.

Subscriber releases END-POINT WIRELESS from any claims for contribution, indemnity or subrogation.

18. INSURANCE: The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which END-POINT WIRELESS is named as additional insured. END-POINT WIRELESS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber shall obtain insurance to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against END-POINT WIRELESS and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

19. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of END-POINT WIRELESS as a result of END-POINT WIRELESS's negligent performance to any degree or negligent failure to perform any of END-POINT WIRELESS's obligations pursuant to this agreement or any other legal duty, equipment failure, or strict products liability, that END-POINT WIRELESS's liability shall be limited to the sum of \$250 00 or 5% of the sales price or 6 times the aggregate of monthly payments for services being provided at time of loss, whichever is greater. If Subscriber wishes to increase END-POINT WIRELESS's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with END-POINT WIRELESS's increased liability. This shall not be construed as insurance coverage.

20. LEGAL ACTION: The parties agree that due to the nature of the services to be provided by END-POINT WIRELESS, the monthly or other periodic payments to be made by the Subscriber for the term of this agreement form an integral part of END-POINT WIRELESS's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix END-POINT WIRELESS's actual damages. Therefore, in the event Subscriber defaults in the payment or any charges to be paid to END-POINT WIRELESS, the balance of all payments for the entire term herein shall immediately become due and payable, and Subscriber shall be liable for 80% thereof as liquidated damages and END-POINT WIRELESS shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

If END-POINT WIRELESS prevails in any litigation or arbitration between the parties. Subscriber shall pay END-POINT WIRELESS's legal fees. In any action commenced by END-POINT WIRELESS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. The parties agree that they may bring claims against the other only in their individual capacity and not as a class action plaintiff or class action member in any purported class or representative proceeding. Subject to Subscriber's right to bring any claim against END-POINT WIRELESS for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Arbitration Rules www.ArbitrationServicesInc.com, except that no punitive damages may be awarded. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of California and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where END-POINT WIRELESS's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against END-POINT WIRELESS must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against END-POINT WIRELESS must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against END-POINT WIRELESS in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement, and this consent to arbitrate shall survive the termination of this agreement.

21. END-POINT'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that END-POINT WIRELESS is authorized and permitted to subcontract any services to be provided by END-POINT WIRELESS to third parties who may be independent of END-POINT WIRELESS, and that END-POINT WIRELESS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints END-POINT WIRELESS to act as Subscriber's agent with respect to such third parties, except that END-POINT WIRELESS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to END-POINT WIRELESS's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and central offices of END-POINT WIRELESS.

22. **NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of END-POINT WIRELESS assigned by END-POINT WIRELESS to perform any service for or on behalf of Subscriber for a period of two years after END-POINT WIRELESS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, END-POINT WIRELESS shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with END-POINT WIRELESS, times twelve, together with END-POINT WIRELESS's counsel and expert witness fees.

23. **NON-DISPARAGEMENT:** Neither party to this agreement shall publish or communicate on any written or electronic forum or social media any disparaging comment, negative review, recommendation, evaluation, or report of the other unless required by law. Because a violation of this provision would result in damages that may be difficult to prove, the parties agree that a party violating this provision shall be liable for damages in the amount of \$10,000.00 as and for liquidated damages and not as a penalty, and no actual damages need to be proved. Additionally, a party to this agreement required to commence any lawsuit or arbitration to enforce this provision shall be entitled to injunctive relief and its legal fees.

24. **FALSE ALARMS / PERMIT FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse END-POINT WIRELESS for any fines relating to permits or false alarms. END-POINT WIRELESS shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should END-POINT WIRELESS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay END-POINT WIRELESS for such service or material.

25. **SECURITY INTEREST/ COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants END-POINT WIRELESS a security interest in the security equipment installed by END-POINT WIRELESS and END-POINT WIRELESS is authorized to file a financing statement.

26. **CREDIT INVESTIGATION:** Subscriber and any guarantor authorize END-POINT WIRELESS to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

27. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except END-POINT WIRELESS's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall not be effected.

PROPOSITION 65 WARNING: Equipment and packaging may contain components containing chemicals known to The State of California to cause cancer, birth defects or other reproductive harm.

Payment Schedule For Project Grand Total:

Deposit (Due On Day of Signing): **\$95,750.56**

Phase Payment #1 (Due Upon Completion of Rough In): **\$0.00**

Phase Payment #2: \$0.00

Final Payment (Due Upon Completion): **\$63,633.71**

Purchase Order Required:

PO Number(If no. enter "N/A"):

AP Contact Name:

Phone - Direct:

Email:

Title:

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND
SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.

Anthony Ward

Elias Bettencourt

**PORTOLA SYSTEMS INC**

327 O'Hair Court, Suite B
Santa Rosa, CA 95407
Phone: 17078248800

Compton City Verkada 5YRNumber: **15503**Date: **09/12/2024**Quote prepared for: **Ryan Miller****Bill To:**

Anthony Ward
Prospective Customer - Compton City
205 S. Willowbrook Ave
Compton, CA 90220
Phone: (707)824-8800
Email: rmiller@portolasystems.net

Ship To:

Anthony Ward
Prospective Customer - Compton City
205 S. Willowbrook Ave
Compton, CA 90220
Phone: (707)824-8800
Email: rmiller@portolasystems.net

Item #	Mfr. Part	Description	Price	Qty.	Extended
1	Verkada HW/SW	HW w/ 5YR Lic Dump Site Alondra - Atlantic Alondra - Central Rosecrans Ave - Central Ave Wilmington Ave - Stockwell St Mfr:	\$ 82,582.00	1	\$ 82,582.00
2	Gridless HW/SW	Gridless HW w/ 10YR Lic Dump Site Mfr:	\$ 39,820.00	1	\$ 39,820.00
*3	Labor	Installation, Program, Project Management, Documentation. Mfr: Portola Systems Inc	\$ 62,789.00	1	\$ 62,789.00
3 item(s)			Sub-Total		\$ 185,191.00
			Tax @ 10.25%		\$ 12,546.21
			Freight		\$ 1,800.00
			Total		\$ 199,537.21
(*) Tax exempted Part(s)					

Quote Valid Until: 09/26/2024

Payment Details

Pay by: Company PO
Payment Term: 1 days

Other Details

:

Terms and Conditions

Freight/Shipping not included unless otherwise noted.

Handling Fees not included unless otherwise noted.

Cancellation is subject to a 10% restocking fee.

Returns may be subject to additional fees and/or terms defined by manufacturer.

Late Fee Policy: Overdue balances will be charged interest rate at current prime rates + 1.5% per month or greater based on terms defined by manufacturer.

Upon approval, please submit signed quote and/or End User PO to purchasing@portolasystems.net and include ticket number in the subject line.

Prepared by: **Ryan Miller**Email: **rmiller@portolasystems.net**Phone: **17078248800****Shipping and Delivery Details**

Shipping via: Delivery



Monarch
1819 Polk St, # 320
San Francisco, CA 94109

Prepared By Anthony D'Ambrosio
Email anthony@monarchconnected.com

Quote Number 00005541
Term (Months) 60

Created Date 9/10/2024

Bill To Name CA-Municipality-Compton
Bill To 205 South Willowbrook Avenue
Compton, CA 90220
United States

Customer Name CA-Municipality-Compton
Ship To 205 South Willowbrook Avenue
Compton, CA 90220
United States

Product Code	Product	Quantity	MSRP	Amount	Final
CB52-256TE-HW	Verkada CB52-TE Outdoor Bullet Camera, 5MP, Telephoto Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention	26.00	\$1,499.00	\$38,974.00	\$37,025.30
ACC-MNT-POLE-1	Verkada Pole Mount	31.00	\$209.00	\$6,479.00	\$6,155.05
LIC-5Y	Verkada 5 Year Camera License	26.00	\$899.00	\$23,374.00	\$22,205.30
ACC-MNT-SJBOX-1	Square Junction Mount Box	26.00	\$89.00	\$2,314.00	\$2,314.00
ACC-MNT-8	Verkada Pendant Cap Mount	5.00	\$69.00	\$345.00	\$345.00
BZ11-HW	Verkada BZ11 Horn Speaker	5.00	\$799.00	\$3,995.00	\$3,995.00
LIC-BZ-5Y	Verkada 5-Year Horn Speaker License	5.00	\$899.00	\$4,495.00	\$4,495.00
LIC-BB-5Y	Verkada 5-Year Basic Alarm License	5.00	\$3,000.00	\$15,000.00	\$15,000.00
ProSer	Professional Services	1.00	\$62,000.00	\$62,000.00	\$62,000.00

Subtotal \$156,976.00
Total Discount -\$3,441.35
Tax \$15,737.30
Shipping and Handling \$978.00
Grand Total \$170,249.95

Please confirm acceptance of this quote by signing below:

Signature: _____

Print Name: _____

Date: _____

This order is a binding agreement between you and The ELD Experts LLC, dba Monarch. By placing this order, you hereby agree to Monarch's Terms of Sale, which are incorporated herein by reference, and can be found at <https://www.monarchconnected.com/terms-of-sale>

In the event of a conflict between this order and the Terms of Sale, the Terms of Sale shall control.

Customer agrees that their use of and access to the Verkada products and services purchased hereunder are subject to Verkada's terms of service at <https://www.verkada.com/terms-of-service/>

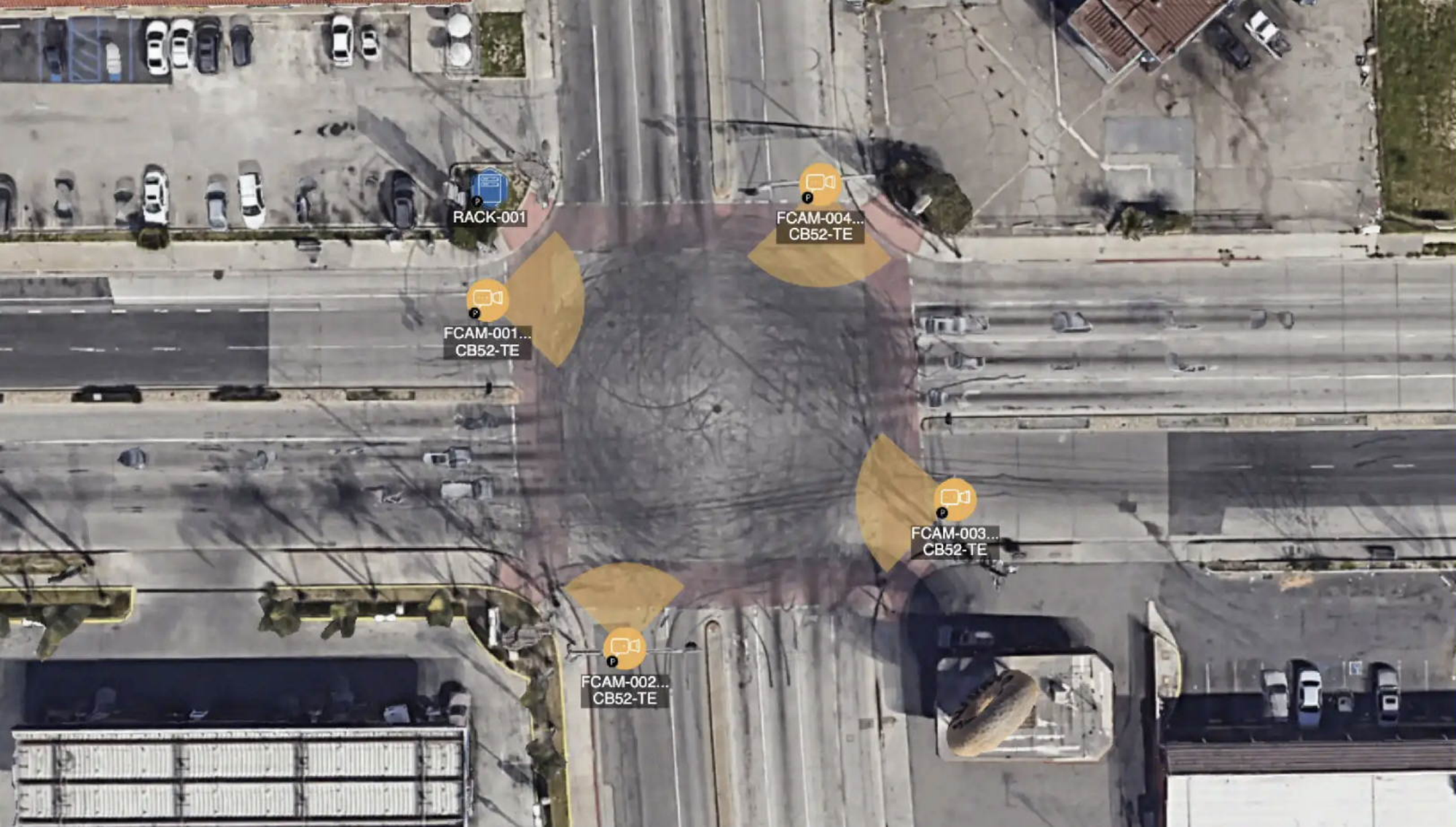


Monarch
1819 Polk St, # 320
San Francisco, CA 94109

This order is a binding agreement between you and The ELD Experts LLC, dba Monarch. By placing this order, you hereby agree to Monarch's Terms of Sale, which are incorporated herein by reference, and can be found at <https://www.monarchconnected.com/terms-of-sale>

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CB52-TE

FCAM-001...
CB52-TE

FCAM-003...
CB52-TE

FCAM-002...
CB52-TE



21180 OLEANDER AVE
PERRIS, CA









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CB52-TE



FCAM-001...
CB52-TE



FCAM-003...
CB52-TE



FCAM-004...
CB52-TE



RACK-001



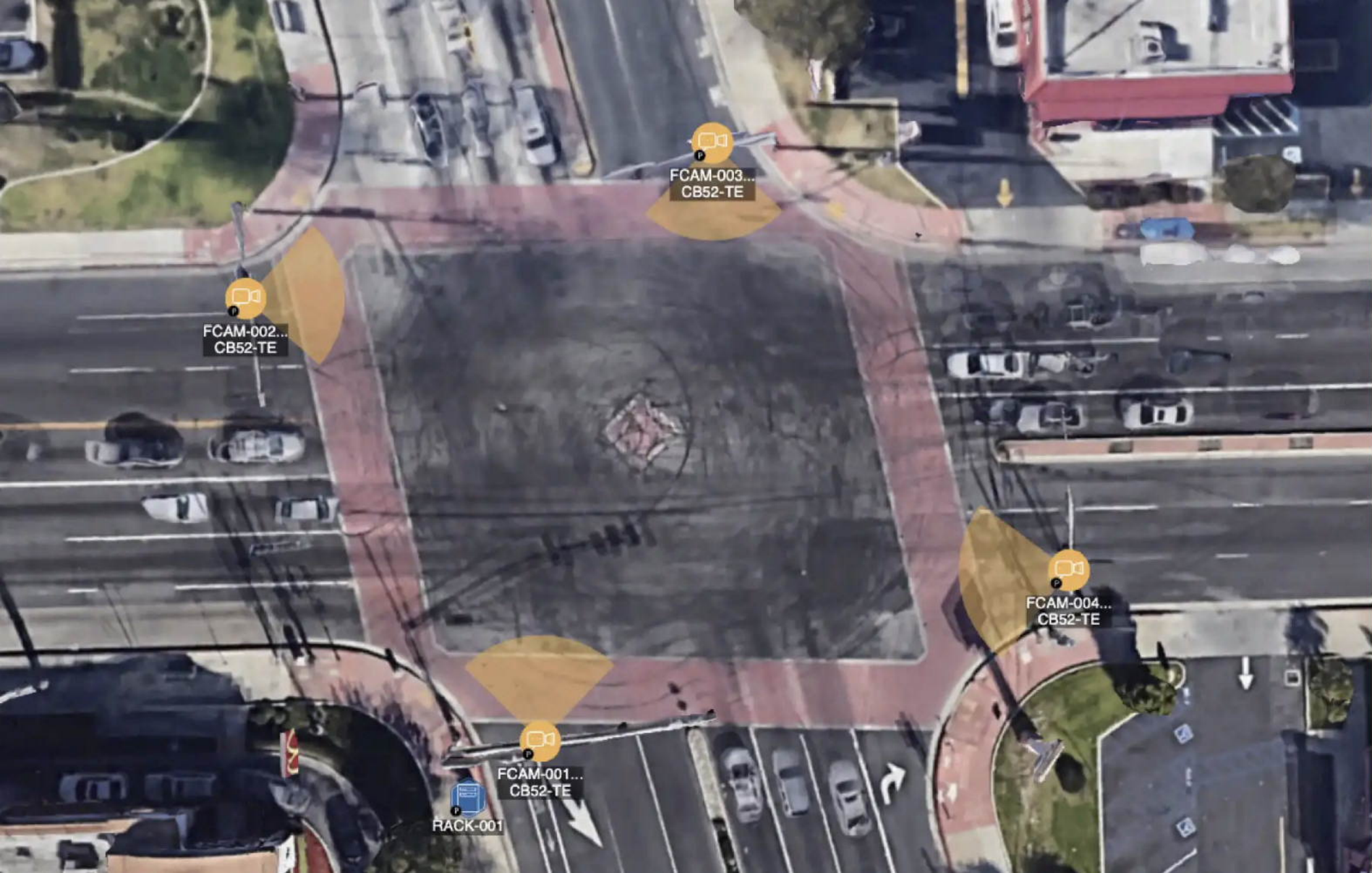
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FCAM-001...
CB52-TE

RACK-001

October 22, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL SERVICES 2024-2025 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ESTABLISH A PURCHASE ORDER TO MDJ MANAGEMENT FOR THE REMOVAL AND INSTALLATION OF THE FIRE ALARM AND SPRINKLER SYSTEM AT COMPTON CITY HALL (\$1,861,934.97)

SUMMARY

Staff is requesting City Council adoption of this resolution to amend the General Services Fiscal Year 2024-2025 Fiscal Year Budget and authorized the City Manager to accept the proposal, enter into an agreement, and establish a purchase order to MDJ Management in the amount of **One Million Eight Hundred Sixty-One Thousand Nine Hundred Thirty-Four Dollars and Ninety-Seven Cents (\$1,861,934.97)** for the removal and installation of the fire alarm system at Compton City Hall and authorize a 15% contingency in the amount of **Two Hundred Seventy-Nine Thousand Two Hundred Ninety Dollars and Twenty-Five Cents (\$279,290.25)**.

BACKGROUND

The existing fire alarm system at Compton City Hall has been in operation for over 60 years. Over time, the system has experienced increasing maintenance issues, false alarms, and parts no longer available or supported by the manufacturer. In 2023, the Compton Fire Department conducted a Fire and Life Safety Inspection and identified several deficiencies that could compromise the safety of City Hall occupants in the event of a fire.

Repair discussions were initiated on August 8, 2023, and on August 15, 2023, City of Compton staff, Gordian staff, and MDJ Management met to conduct an inspection at City Hall. Following the assessment conducted by certified technicians, it was determined that the fire system needed replacement due to its deteriorating condition and inefficiency. Many sprinkler units need to be relocated or replaced as they have exceeded their expected lifespan and are no longer operable.

STATEMENT OF THE ISSUE

Given the inspection findings and considering the critical role of the fire alarm and sprinkler systems in ensuring the safety of City Hall staff, visitors, and the public, replacing the system has become a top priority. The current fire alarm system's deficiencies pose

significant risks, including reliability issues, obsolete technology, and compliance concerns. A new system will provide reliability and accuracy in detecting fires, reduce maintenance costs, comply with current fire safety codes and standards, and most importantly, increase safety for building occupants.

Staff worked with MDJ Management via Gordian/Sourcwell EZIQC Contract No. **CA-R8-GB-101723-MDJ** to prepare a recommendation to install a new fire alarm and sprinkler system at Compton City Hall. MDJ Management provided a proposal for the installation of a new system in the amount of One Million Eight Hundred Sixty-One Thousand Nine Hundred Thirty-Four Dollars and Ninety-Seven Cents (\$1,861,934.97).

MDJ Management is offering pricing through its Sourcwell contract. Staff has determined that a formal bidding process is not required for these services per Compton Municipal Code section 4-11-7(c), which lists certain exemptions from the bidding process, including purchases of contract supplies, materials, equipment or services entered into with another governmental or quasi-governmental entity.

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

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

In addition, the President of the United States signed the American Rescue Plan Act (ARPA) on March 11, 2021. The legislation provides \$1.9 trillion in funding to address the economic impacts of the Coronavirus (COVID-19) pandemic, which included \$350 billion in federal fiscal recovery aid to state and local governments. The City of Compton received approximately \$34 million in aid as a result of the ARPA.

The General Services Department was allocated \$7,096,308.00 of ARPA funding under the Capital Improvement FY 2023-2024 Adjusted Budget. Those funds must be obligated by December 31, 2024, and expended by December 31, 2026.

On June 25, 2024, the Mayor and Council authorized Resolution No. 26,068, adopting the 2024-2025 Fiscal Year Budget. The staff discovered a clerical error in the approved budget. The allocation for ARPA funding was entered as 2810-600-000-4330 Land

Improvement, when the correct allocation should have been 2810-600-000-4300 Capital Outlay. To rectify this issue, we are requesting a budget amendment and appropriation.

FISCAL IMPACT

Upon approval of this resolution, the City Council will authorize the General Services Department to amend the Fiscal Year 2024-2025 General Services Department budget as follows:

Decrease appropriation in:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2810-600-000-4330	ARPA Funding – Land Improvements	\$2,502,000.00

Increase appropriation in:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2810-600-000-4300	ARPA Funding – Capital Outlay	\$2,502,000.00

Funds for this expenditure in the amount not to exceed **Two Million One Hundred Forty-One Thousand Two Hundred Twenty-Five Dollars and Twenty-Two Cents (\$2,141,225.22)** will be available in the FY 2024-2025 Budget in Account No. 2810-600-000-4300 American Rescue Funds (ARPA) – Capital Outlay upon Mayor and Council Approval of the attached resolution.

RECOMMENDATION

It is recommended that the City Council approve the fire alarm and sprinkler replacement project at Compton City Hall. Additionally, staff recommends that the City Council adopt the attached Resolution as ARPA funds must be obligated by December 31, 2024, and funding must be expended by December 31, 2026.

NEBRASKA JONES
DIRECTOR OF GENERAL SERVICES

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

Attachment: Proposed Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE GENERAL SERVICES 2024-2025 FISCAL YEAR BUDGET
AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
AND ESTABLISH A PURCHASE ORDER TO MDJ MANAGEMENT FOR THE
REMOVAL AND INSTALLATION OF THE FIRE ALARM AND SPRINKLER
SYSTEM AT COMPTON CITY HALL (\$1,861,934.97)**

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

WHEREAS, in 2023, Compton Fire Department conducted a Fire and Life Safety Inspection at Compton City Hall to determine the compliance or non-compliance with California Fire Codes and California Building Codes; and

WHEREAS, Compton Fire Department staff identified several deficiencies that could compromise the safety of City Hall occupants in the event of a fire; and

WHEREAS, on August 8, 2023, repair discussions were initiated to repair the fire alarm and sprinkler system at Compton City Hall; and

WHEREAS, on August 15, 2023, City of Compton staff, Gordian staff, and MDJ Management met to conduct an inspection of the fire alarm and sprinkler system; following the assessment conducted by certified technicians, it was determined that the systems needed replacement due to their deteriorating condition and inefficiency; and

WHEREAS, the existing system at Compton City Hall is over 60 years old, and sprinkler units need to be relocated or replaced as they have exceeded their expected lifespan and are no longer operable; and

WHEREAS, the inspection findings and considering the critical role of the fire alarm and sprinkler systems in ensuring the safety of City Hall staff, visitors, and the public, replacing the system has become a top priority, and

WHEREAS, staff worked with MDJ Management via Gordian/Sourcwell EZIQC Contract No. CA-R8-GB-101723-MDJ to prepare a recommendation and proposal to install a new fire alarm and sprinkler system at Compton City Hall; and

WHEREAS, MDJ Management provided a proposal for the installation of a new system in the amount of **One Million Eight Hundred Sixty-One Thousand Nine Hundred Thirty-Four Dollars and Ninety-Seven Cents (\$1,861,934.97)**; and

WHEREAS, MDJ Management is offering pricing through its Sourcwell contract; staff has determined that a formal bidding process is not required for these services per Compton Municipal Code section 4-11-7(c), which lists certain exemptions from the bidding process, including purchases of contract supplies, materials, equipment or services entered into with another governmental or quasi-governmental entity; and

WHEREAS, on March 11, 2021, the President of the United States signed the American Rescue Plan Act (ARPA) of 2021, and the City of Compton received approximately \$34 million in aid as a result of the ARPA; and

WHEREAS, in the 2023-2024 Fiscal Year Budget amendment the General Services Department was allocated \$7,096,308.00 of ARPA funding; these funds must be obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, on June 25, 2024, the Mayor and Council authorized Resolution No. 26,068, adopting the 2024-2025 Fiscal Year Budget; and

WHEREAS, staff discovered a clerical error in the 2024-2025 Fiscal Year Budget; the allocation for ARPA funding was entered as 2810-600-000-4330 Land Improvement, when the correct allocation should have been 2810-600-000-4300 Capital Outlay; and

WHEREAS, to rectify this issue, we are requesting a budget amendment as follows:

Decrease appropriation in:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2810-600-000-4330	ARPA Funding – Land Improvements	\$2,502,000.00

Increase appropriation in:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2810-600-000-4300	ARPA Funding – Capital Outlay	\$2,502,000.00

WHEREAS, staff is requesting the ability to efficiently manage this project by requesting to issue purchase orders for the fire alarm and sprinkler project in the amount of One Million Eight Hundred Sixty-One Thousand Nine Hundred Thirty-Four Dollars and Ninety-Seven Cents (\$1,861,934.97) and fifteen percent (15%) contingency in the amount of Two Hundred Seventy-Nine Thousand Two Hundred Ninety Dollars Twenty-Five cents (\$279,290.25) to MDJ Management in the amount not to exceed **Two Million One Hundred Forty-One Thousand Two Hundred Twenty-Five Dollars and Twenty-Two Cents (\$2,141,225.22)**; and

WHEREAS, funds for this expenditure in the amount not to exceed **Two Million One Hundred Forty-One Thousand Two Hundred Twenty-Five Dollars and Twenty-Two Cents (\$2,141,225.22)** will be available in the FY 2024-2025 Budget in Account No. 2810-600-000-4300 American Rescue Funds (ARPA) – Capital Outlay upon Mayor and Council Approval of the attached resolution; and

<u>Account No.</u>	<u>Fund</u>	<u>Description</u>	<u>Amount</u>
2810-600-000-4330	ARPA Funds	Fire Alarm/Sprinkler Replacement	\$1,861,934.97
2810-600-000-4330	ARPA Funds	15% Contingency	\$279,290.25
TOTAL			\$2,141,225.22

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

SECTION 1. That the City Manager, upon advice and approval of the City Attorney, is hereby authorized to enter into an agreement with with MDJ Management to replace the fire alarm and sprinkler system at Compton City Hall.

SECTION 2. That the City Council will authorize the General Services Department to amend the Fiscal Year 2024-2025 General Department budget as follows:

Decrease appropriation in:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2810-600-000-4330	ARPA Funding – Land Improvements	\$2,502,000.00

Increase appropriation in:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2810-600-000-4300	ARPA Funding – Capital Outlay	\$2,502,000.00

SECTION 3. That the City Manager is hereby authorized to establish a purchase order to the MDJ Management in the amount of **One Million Eight Hundred Sixty-One Thousand Nine Hundred Thirty-Four Dollars and Ninety-Seven Cents (\$1,861,934.97)**.

SECTION 4. That a fifteen percent (15%) contingency in the amount of **Two Hundred Seventy-Nine Thousand Two Hundred Ninety Dollars Twenty-Five Cents (\$279,290.25)** is hereby authorized.

SECTION 5. That funds in the amount not to exceed **Two Million One Hundred Forty-One Thousand Two Hundred Twenty-Five Dollars and Twenty-Two Cents (\$2,141,225.22)** will be available in the 2024-2025 Fiscal Year budget in Account Number 2810-600-000-4300.

Section 6. That a copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk, and the General Services Department.

Section 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
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

**INSTALLATION AGREEMENT BETWEEN
CITY OF COMPTON
AND
MDJ MANAGEMENT, LLC**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220 and **MDJ MANAGEMENT, LLC** (hereinafter referred to as "**CONTRACTOR**") located at 531 Main Street #611, El Segundo, CA 90245 (each a "Party" and collectively, the "Parties").

RECITALS

A. The City has a need for a specifically trained and experienced contractor who can install a new fire alarm and sprinkler system at Compton City Hall; and and

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

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

D. By **Resolution No. **,*****, adopted on the ____ day of _____, the City Council gave the approval to award a contract to MDJ Management for the installation of a new fire alarm system at Compton City Hall.

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

1. Services to be Performed by Contractor:

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

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

Scope of Work:

Exhibit 1-A – Sourcewell / Gordian / MDJ Management dated June 26, 2024

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

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

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

2. Compensation:

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

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

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

For the work agreed to be performed pursuant to this Agreement, it is understood between the parties that the maximum compensation payable to the Contractor for all services to be performed pursuant to this Agreement is limited to **Two Million One Hundred Forty-One Thousand Two Hundred Twenty-Five Dollars and Twenty-Two Cents (\$2,141,225.22).**

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

3. Commencement of Services:

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

4. Indemnity:

Contractor shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereafter the "CITY") against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall defend, indemnify and save the City from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

5. Insurance:

5.1 Insurance Requirements. The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance coverage required

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under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until such subcontractor(s) has secured all insurance required under this Section 5.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the City, Contractor will maintain the types of coverage's and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. The coverage will contain no special limitations on the scope of its protection to the below-designated insured's except for Workers Compensation insurance. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.

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

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

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

5.2.2 Workers' Compensation Insurance and Employer's Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of **One Million Dollars (\$1,000,000)** per accident for bodily injury and which specifically covers all persons providing services by or on behalf of the Contractor and all risks to such persons under the Agreement. Workers' Compensation and Employer's Liability insurance will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.6 Evidence of Insurance. ***The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by the City.*** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

5.8 Insurance for Subcontractors. All subcontractors shall be included as additional insured's under the Contractor's policies, or the Contractor shall be responsible for causing

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subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an “*additional insured*” to the subcontractor’s policies.

6. Safety:

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

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

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

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

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

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

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

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

7. Non-Discriminatory Employment Practices:

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

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

8. Successors and Assigns:

City and the Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives

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

9. Warranties:

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

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

10. Independent Contractor Status:

Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the City of Compton. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

11. Permits and Licenses:

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

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

12. Termination:

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

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

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

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

12.4 Pursuant to the provisions of Section 5 above.

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

13. Ownership of Documents/Equipment:

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

14. Force Majeure:

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

15. Waivers:

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

16. Amendments:

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

17. Notice:

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

To Contractor:

MDJ Management, LLC
531 Main Street #611
El Segundo, CA 90245
Attn: Matt McMillon, *****
(310) 490-1521

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

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

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

18. Contractors' Books and Records:

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

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

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

19. Examination and Audit:

This Contract shall be subject to examination and audit of the City, State Auditor of the State of California and/or any duly authorized representative of the federal government, at the request of the City, or as part of any audit of the City, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

20. Covenants Against Contingent Fees:

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

Installation Agreement – MDJ Management, LLC
Installation of New Fire Alarm / Sprinkler System at Compton City Hall
Resolution No. *****

21. Waivers:

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

22. Entire Agreement:

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

23. Governing Law and Severability:

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

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

24. Federal and State Withholding Taxes:

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

25. Miscellaneous:

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

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

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

Installation Agreement – MDJ Management, LLC
Installation of New Fire Alarm / Sprinkler System at Compton City Hall
Resolution No. *****

**MDJ Management, LLC
CONTRACTOR**

Dated: _____

By _____
Matt McMillon,
MDJ Management

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

By _____
Nebraska Jones
General Services Department

Dated: _____

Approved by:

Dated: _____

By _____
Willie A. Hopkins, City Manager

Approved as to form:

By _____
Eric J. Perrodin, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Vernell McDaniel, City Clerk

Work Order Signature Document

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

☒

New Work Order



Modify an Existing Work Order

Work Order Number.: 129837.00

Work Order Date: 06/26/2024

Work Order Title: Compton - Fire Alarm System at City Hall

Owner Name: City of Compton

Contractor Name: MDJ Management

Contact: Nebraska Jones

Contact: Matt McMillon

Phone: 310-605-5519

Phone: 310-490-1521

Work to be Performed

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

Brief Work Order Description:

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$1,861,934.97

Owner Purchase Order Number:

Approvals

City of Compton

Date

MDJ Management

Date

Detailed Scope of Work

To: Matt McMillon
MDJ Management
531 Main St #611
El Segundo, CA 90245
310-490-1521

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

Date Printed: June 26, 2024

Work Order Number: 129837.00

Work Order Title: Compton - Fire Alarm System at City Hall

Brief Scope:

☐

Preliminary

☐

Revised

☒

Final

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

See attached

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

MDJ Management

Date

City of Compton

Date



MDJ Management, LLC
License # 1044711
DIR # 1000061313
531 Main St. #611 El Segundo CA 90245
310-490-1521

Job Name: Compton City Hall Fire System Upgrades
Location: 205 S Willowbrook Ave., Compton CA 90220
Customer: City of Compton

Submission Date: 6/25/24

Detailed Scope of Work

Fire Alarm System

- Removal of existing system and installation of a complete new system
- Price includes plan layout provided and time to get through permit process
- Provide the following equipment to replace the existing fire alarm system and upgrade it to meet current code.
 - Equipment will be by Notifier:
 - (1) Control Panel NFS2640
 - (6) Power Supplies PSE-10
 - (1) Annunciator Panel LCD2-80
 - (22) Manual Stations NBG12LX
 - (4) Smoke Detectors FSP951/B300-6
 - (136) Horn Strobes P2CWL
 - (36) Strobes SCWL
 - (11) Exterior Horn Strobes PRWK
 - (6) Duct Mounted Smoke Detectors DNRW/FSP951R/DST5
 - (6) Remote Indicators RA4000Z
 - (12) Monitor Modules FMM-1
 - (20) Relay Modules FRM-1
 - (20) Relays MR101C
 - (2) OS&Y Tamper Switches
 - (2) PIV Tamper Switches
 - Conduit and boxes will be surface mounted
 - There will be a lot of wall penetrations
 - All penetrations to be patched back and finished/painted to match surrounding
 - Includes up to 6 ceiling penetrations for HVAC connections
 - Roof penetrations to be patched back and sealed
 - Includes HVAC final connections to existing units

- If HVAC units are not Fire alarm ready additional costs to be incurred to bring those up to code
 - Existing elevators are not Fire Alarm ready
 - All Elevator connections are excluded
 - Minimum elevator code requirements to be met
- Price Includes 1 year of Fire Alarm Monitoring to meet required code
 - City is responsible for yearly contract after 12 months from completion of project

Fire Sprinkler System

- Pre-Action Sprinkler Inspection
 - Replace all 3 gauges
 - Basement Server room missing (6) VK302 white escutcheons
 - 1 1/2" VK MOD E-3 deluge valve, need to replace PORV
- Wet Sprinkler Inspection
 - Painted central model A in following locations
 - Replace with Reliable Mod G chrome with white finish ssp
 - (2) basement south hall
 - (4) basement ITS room B-5
 - (3) basement next to elevator
 - (1) level 2 entrance to men restroom next to elevator
 - (31) in 1st floor council chambers
 - (9) entrance foyer to council chambers
 - (1) 1st level council chambers in stairwell next to exit
 - (2) 2nd level council chamber
 - (8) 1st level exterior, bridge to council chambers overhang
 - (21) main lobby main entrance 1st level
 - (4) 1st level business license division (2 are in a office 2 in common area)
 - (6) 1st hallway to general services |AES 2.2|1.20 - repair
 - PIV target unreadable
 - Clean and repaint
 - Replace (2) 300 psi water gauges
 - Gauges are over 5 years old
 - Missing central model A escutcheons in following locations
 - Existing are discontinued
 - Replace with Mod G reliable chrome ssp with white finish
 - (1) city treasurer office need head extension also 1st floor
 - (1) basement hallway @south emergency exit need head extension
 - (1) basement ITS room B-5
 - (1) city attorneys dept 2nd floor office next to north exit
 - (1) city manager dept 3rd floor hall next to office Andre Spicer
 - (7) 1st floor business license division
 - (1) 1st level risk management
 - (7) 1st level GSA office
 - (1) stairs to basement north
 - (2) basement press rm
 - (1) basement north hallway
 - (2) VIP staircase
 - Missing FDC protective caps

- Replace (4)
- Painted 165* 1/2" brass SSU and SSP sprinklers in following locations:
 - (1) basement along riser wall SSU
 - (1) basement electrical room SSU
 - (1) basement janitor closet SSP
 - (1) basement parking garage stall 93 SSU
 - (1) basement parking garage next to stall 105
- Missing Viking white semi recessed escutcheons in following locations
 - (2) basement ITS room B-5 server room
- Corroded 165* 1/2" brass link SR SSP & SSU sprinklers in following locations:
 - (1) under duct in basement fan room along riser wall ssp
 - (1) painted under duct in basement water heater/ pump room ssp
 - (1) grease loaded in basement electric room next to elevator ssp
 - (1) basement garage parking next to stall 99 SSU
 - (2) basement north 9A SSU
 - (1) basement south stall 82 SSU
 - (1) basement south next to stall 102 damaged SSU
- Need to add a 12 spare head box with (6) reliable Mod G semi recessed chrome 1/2" SSP and head wrench
- 10" system side OS&Y valve leaking and too difficult to operate (1975)
- 10" flanged with 13"
 - Remove (2) 10" gaskets rubber and (2) bolt kits
- PIV signs are unreadable for both risers
 - Need custom signs reading:
 - RISER 1 SOUTH CONTROL VALVE
 - RISER 2 NORTH CONTROL VALVE
- Adjustment of the following Sprinklers
 - (1) Head too low (ceiling removed) in treasurer's office safe room 1st level
 - Remove drop extension add RC and new head
 - (4) in basement printing room
 - Remove drop extension add RC and new head
- Outdated 75' fire hoses (2016) in following locations:
 - Replace with new
 - (2) basement hallways
 - (3) basement parking garage (one completely missing)
- Model A sprinklers installed too high affecting spray pattern and corrosion
 - Replace with Reliable mod G chrome with white finish and lower sprinkler with head extension in following locations:
 - (36) exterior back entrance
 - (4) front entrance exterior overhang
 - (2) 1st Floor HR
 - (1) basement hallway |AES 2.2|1.20 - repair

CLARIFICATIONS AND EXCLUSIONS:

- Exclusions other than those laid out above
 - All furniture to be moved by city
- Price to include all labor (**Normal Working Hours - Prevailing Wage**), materials, and equipment to complete this scope of work.

- Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.
- Warranty
 - One year warranty against workmanship
 - Manufacturer's warranty varies
- We exclude plans, permits, permit fees, related fees, testing and/or testing fees, inspection fees, survey or survey fees, and engineering fees unless specified above
- We exclude utilities and hazardous or contaminated material
- Construction water, power, and sanitary facilities available on site for MDJ's use at no cost
- We exclude premium time unless specified above
- We exclude anything not specifically mentioned above
- MDJ reserves the right to review, change, and/or delete any provisions of any prime contract or subcontract, which results from this quotation
- All terms to be net 30 days in full upon receipt of invoice. Interest will be charged at the rate of 2% monthly on the unpaid balance.

BID PRICE: See Price Proposal

All work to be completed in a substantial and workmanlike manner according to standard practices for the sum of **See Price Proposal**. Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.

Bid price is good for thirty (30) days only.

Any controversy or claim based on, arising out of, or relating to this agreement, or breach thereof, including any claim based on the work performed pursuant to this agreement, shall be submitted to the American Arbitration Association for binding arbitration in accordance with its rules. If any arbitration, legal action is brought to enforce this agreement, or arising out of or relating to the agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees and costs incurred, in addition to any and all other relief to which that party may be entitled.

Submitted by:



Matthew McMillon
President MDJ
310.490.1521
matt@buildwithmdj.com

Contractor's Price Proposal - Summary

Date:	June 26, 2024	
Re:	IQC Master Contract #:	CA-R8-GB-101723-MDJ
	Work Order #:	129837.00
	Owner PO #:	
	Title:	Compton - Fire Alarm System at City Hall
	Contractor:	MDJ Management
	Proposal Value:	\$1,861,934.97

Fire Alarm	\$1,655,633.72
Fire Sprinkler System	\$54,040.13
General	\$152,261.12
Proposal Total	\$1,861,934.97

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

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: June 26, 2024

Re: IQC Master Contract #: CA-R8-GB-101723-MDJ
 Work Order #: 129837.00
 Owner PO #:
 Title: Compton - Fire Alarm System at City Hall
 Contractor: MDJ Management
 Proposal Value: \$1,861,934.97

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Fire Alarm					
1	01 22 20 00 0010		HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,071.66
				Installation Quantity 16.00 x Unit Price 112.59 x Factor 1.1500 = Total 2,071.66	
				2 guys one day for final connections to HVAC equipment	
2	01 22 20 00 0082		HR	Principal Engineer	\$61,410.00
				Installation Quantity 240.00 x Unit Price 222.50 x Factor 1.1500 = Total 61,410.00	
				For required layout and plans of fire alarm system installation	
3	09 01 20 91 0004		SF	>4 To 8 SF, Cut And Patch Hole In Gypsum Board To Match ExistingPer location.	\$226,289.09
				Installation Quantity 14,136.00 x Unit Price 13.92 x Factor 1.1500 = Total 226,289.09	
				567 locations for boxes, planning on additional 1200 locations for conduit installation. Average of 8 sqft per patch.	
4	09 91 23 00 0062		LF	1 Coat Paint, Cut-in Brush Work, Paint Interior Plaster/Drywall Walls	\$9,103.58
				Installation Quantity 56,544.00 x Unit Price 0.14 x Factor 1.1500 = Total 9,103.58	
				Painting LI's below include the walls. This LI is for cut in around existing openings and corners where walls meet as needed.	
				1767 separate locations of drywall patch back. Need to paint corner to corner. Average of 8' x 8' walls. 32 LF of cut in work and 64 sqft of walls.	
5	09 91 23 00 0067		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls	\$87,134.30
				Installation Quantity 113,088.00 x Unit Price 0.67 x Factor 1.1500 = Total 87,134.30	
				1767 separate locations of drywall patch back. Need to paint corner to corner. Average of 8' x 8' walls. 32 LF of cut in work and 64 sqft of walls.	
6	09 91 23 00 0069		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls	\$175,569.12
				Installation Quantity 113,088.00 x Unit Price 1.35 x Factor 1.1500 = Total 175,569.12	
				1767 separate locations of drywall patch back. Need to paint corner to corner. Average of 8' x 8' walls. 32 LF of cut in work and 64 sqft of walls.	
7	23 05 23 00 1123		EA	2-1/2" Butterfly Valve, Bronze Body, Stainless Steel Disc, Slow Close With Tamper Switch, 175 LB	\$7,223.20
				Installation Quantity 4.00 x Unit Price 1,543.59 x Factor 1.1500 = Total 7,100.51	
				Demolition Quantity 4.00 x Unit Price 26.67 x Factor 1.1500 = Total 122.68	
				New OS&Y and PIV Tamper Switches	
8	23 05 23 00 1123 0279		MOD	For Work In Restricted Working Space, Add	\$183.77
				Installation Quantity 4.00 x Unit Price 39.95 x Factor 1.1500 = Total 183.77	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 129837.00

Work Order Title: Compton - Fire Alarm System at City Hall

Fire Alarm

9	26 01 20 91 0002	EA	Lock Out/Tag Out Local DisconnectExcludes tag or padlock See CSI section 26 01 20 91-0004 for padlock, 26 01 20 91-0005 for tag(s).						\$1,410.36
			Quantity		Unit Price		Factor		Total
		Installation	30.00	x	40.88	x	1.1500	=	1,410.36
			for electrical work						
10	26 05 19 16 0046	MLF	3 Conductors, #14 AWG, 600 Volt, XLP (XHHW-2), Copper, Stranded, Power Cable, Installed In Conduit						\$465,497.81
			Quantity		Unit Price		Factor		Total
		Installation	205.00	x	1,974.54	x	1.1500	=	465,497.81
			137,000 sqft of building space. New wiring to connect all fire alarm system components						
11	26 05 33 13 0062	LF	1/2" Rigid Galvanized Steel (RGS) Conduit With Threaded Coupling						\$214,061.00
			Quantity		Unit Price		Factor		Total
		Installation	20,500.00	x	9.08	x	1.1500	=	214,061.00
			137,000 sqft of building space. New wiring to connect all fire alarm system components						
12	26 05 33 13 0075	EA	1/2" Rigid Galvanized Steel (RGS) 90 Degree Standard Radius Elbow						\$17,945.75
			Quantity		Unit Price		Factor		Total
		Installation	500.00	x	31.21	x	1.1500	=	17,945.75
			137,000 sqft of building space. New wiring to connect all fire alarm system components						
13	26 05 33 13 0088	EA	1/2" Rigid Galvanized Steel (RGS) 45 Degree Standard Radius Elbow						\$10,767.45
			Quantity		Unit Price		Factor		Total
		Installation	300.00	x	31.21	x	1.1500	=	10,767.45
			137,000 sqft of building space. New wiring to connect all fire alarm system components						
14	26 05 33 13 0174	EA	1/2" Rigid Galvanized Steel (RGS) Plastic Insulating Bushing						\$56,913.96
			Quantity		Unit Price		Factor		Total
		Installation	3,639.00	x	13.60	x	1.1500	=	56,913.96
			1 for each box connector and 2 for each coupler, 90 degree, or 45 degree elbows.						
15	26 05 33 13 0226	EA	1/2" Rigid Galvanized Steel (RGS) Box Connector With Set Screw						\$19,687.22
			Quantity		Unit Price		Factor		Total
		Installation	993.00	x	17.24	x	1.1500	=	19,687.22
			average of 1.75 connectors per box.						
16	26 05 33 13 0348	EA	1/2" Rigid Galvanized Steel (RGS) 3-Piece Conduit Coupling (Erickson)						\$88,771.38
			Quantity		Unit Price		Factor		Total
		Installation	1,750.00	x	44.11	x	1.1500	=	88,771.38
			137,000 sqft of building space. New wiring to connect all fire alarm system components						
17	26 05 33 13 0470	EA	1/2" Rigid Galvanized Steel (RGS) Sealing Locknut						\$13,810.01
			Quantity		Unit Price		Factor		Total
		Installation	3,639.00	x	3.30	x	1.1500	=	13,810.01
			1 for each box connector and 2 for each coupler, 90 degree, or 45 degree elbows.						
18	26 05 33 13 0591	EA	1/2" Rigid Galvanized Steel (RGS) Pulling Elbow						\$4,478.10
			Quantity		Unit Price		Factor		Total
		Installation	150.00	x	25.96	x	1.1500	=	4,478.10
			137,000 sqft of building space. New wiring to connect all fire alarm system components						
19	26 05 33 16 0005	EA	3-1/2" Depth, 4" Square Steel Box						\$31,865.68
			Quantity		Unit Price		Factor		Total
		Installation	567.00	x	48.87	x	1.1500	=	31,865.68
			267 different units require a box. Additional boxes required for junction boxes throughout building.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 129837.00

Work Order Title: Compton - Fire Alarm System at City Hall

Fire Alarm

20	26	05	33	16	0011	EA	1" Depth, 1 Gang, 4" Square Steel Mud Ring										\$9,872.04
							Installation	Quantity		Unit Price		Factor	=	Total			
								567.00	x	15.14	x	1.1500	=	9,872.04			
							drywall mud ring for 267 different units require a box. Additional boxes required for junction boxes throughout building.										
21	26	05	53	00	0019	EA	Labeling Existing Wire										\$2,149.35
							Installation	Quantity		Unit Price		Factor	=	Total			
								534.00	x	3.50	x	1.1500	=	2,149.35			
							labeling all 267 alarm units on each end of connection										
22	28	46	13	31	0150	EA	Strobe (15, 30, 75, Or 110 cd Output), Red (EST3 G1R-VM)										\$6,966.52
							Installation	Quantity		Unit Price		Factor	=	Total			
								36.00	x	154.08	x	1.1500	=	6,378.91			
							Demolition	12.00	x	42.58	x	1.1500	=	587.60			
							Interior strobes as part of alarm system. Exact parts to be installed on DSOW. Closest LI to match.										
23	28	46	13	31	0151	EA	Horn-Strobe (15, 30, 75, Or 110 cd Output, High Or Low dB Output), White (EST3 G1-HDVM)										\$30,790.58
							Installation	Quantity		Unit Price		Factor	=	Total			
								136.00	x	176.52	x	1.1500	=	27,607.73			
							Demolition	65.00	x	42.58	x	1.1500	=	3,182.86			
							Interior horn strobes as part of alarm system. Exact parts to be installed on DSOW. Closest LI to match.										
24	28	46	13	31	0303	EA	Remote Zone Indicator, Contains 5 Bi-Color LED's (Red/Yellow) For Alarm Or Supervisory Zone Indication, With Jumper Selectable Zone Settings, Single Gang, And White Trim Plate (EST3 FSRZI-SA)										\$1,574.17
							Installation	Quantity		Unit Price		Factor	=	Total			
								6.00	x	185.56	x	1.1500	=	1,280.36			
							Demolition	6.00	x	42.58	x	1.1500	=	293.80			
							Remote indicators as part of alarm system. Exact parts to be installed on DSOW. Closest LI to match.										
25	28	46	13	31	0451	EA	N.C. Contacts, Break-Glass, Double Action, Non-Coded, Non-Addressable Manual Pull Stations (Simplex 2099-9105)										\$7,220.71
							Installation	Quantity		Unit Price		Factor	=	Total			
								22.00	x	259.64	x	1.1500	=	6,568.89			
							Demolition	20.00	x	28.34	x	1.1500	=	651.82			
							manual pull stations as part of alarm system. Exact parts to be installed on DSOW. Closest LI to match.										
26	28	46	13	31	0493	EA	Weatherproof, Red Housing, White Lettering, Horn And Intensity Selectable (15, 60 Or 75 Candela) Multi-Candela Strobe (Simplex 4906-9131)										\$3,116.45
							Installation	Quantity		Unit Price		Factor	=	Total			
								11.00	x	203.85	x	1.1500	=	2,578.70			
							Demolition	11.00	x	42.51	x	1.1500	=	537.75			
							Exterior Horn Strobes as part of alarm system. Exact parts to be installed on DSOW. Closest LI to match.										
27	28	46	13	31	0988	EA	NFS2-640 CPU For Intelligent Fire Alarm Control Panel (Notifier CPU2-640)										\$6,223.24
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	4,844.72	x	1.1500	=	5,571.43			
							Demolition	1.00	x	566.79	x	1.1500	=	651.81			
							Fire alarm panel as part of alarm system. Exact parts to be installed on DSOW. Closest LI to match.										
28	28	46	13	31	0991	EA	Supports Installation Of Optional ACM-Series Annunciator In Same Cabinet, Black, 120 Volt AC, Intelligent Fire Alarm Control Panel (Notifier NFS-320C)										\$7,476.50
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	5,934.51	x	1.1500	=	6,824.69			
							Demolition	1.00	x	566.79	x	1.1500	=	651.81			
							Cabinet to house control panel and annunciator. installed in wall.										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 129837.00

Work Order Title: Compton - Fire Alarm System at City Hall

Fire Alarm

29	28	46	13	31	1000	EA	120 Volt AC Power Supply, Chassis, 80-Character Display, Keypad, NFS-320SYS CPU (Notifier CPU-320SYS)								\$41,901.22
							Quantity	Unit Price		Factor	=	Total			
						Installation	6.00	x	5,505.85	x	1.1500	=	37,990.37		
						Demolition	6.00	x	566.79	x	1.1500	=	3,910.85		
						power supplies as part of alarm system. Exact parts to be installed on DSOW. Closest LI to match.									
30	28	46	13	31	1268	EA	Network Control Annunciator For NFS2-3030, NFS-3030, NFS-320, NFS-640 And NFS2-640 (Notifier NCA-2)								\$2,903.21
							Quantity	Unit Price		Factor	=	Total			
						Installation	1.00	x	2,439.51	x	1.1500	=	2,805.44		
						Demolition	1.00	x	85.02	x	1.1500	=	97.77		
						Annunciator as part of alarm system. Exact parts to be installed on DSOW. Closest LI to match.									
31	28	46	13	31	1276	EA	Intelligent Addressable Monitor Module (Notifier FMM-1)								\$2,553.00
							Quantity	Unit Price		Factor	=	Total			
						Installation	12.00	x	170.83	x	1.1500	=	2,357.45		
						Demolition	6.00	x	28.34	x	1.1500	=	195.55		
						monitor modules as part of alarm system. Exact parts to be installed on DSOW. Closest LI to match.									
32	28	46	13	31	1397	EA	Intelligent Addressable Relay Module (Notifier NC-100R)								\$5,055.40
							Quantity	Unit Price		Factor	=	Total			
						Installation	20.00	x	191.46	x	1.1500	=	4,403.58		
						Demolition	20.00	x	28.34	x	1.1500	=	651.82		
						relay modules as part of alarm system. Exact parts to be installed on DSOW. Closest LI to match.									
33	28	46	13	31	1398	EA	Intelligent Addressable Low Flow Duct Photoelectric Smoke Detector (Notifier ND-100)								\$2,229.28
							Quantity	Unit Price		Factor	=	Total			
						Installation	4.00	x	463.37	x	1.1500	=	2,131.50		
						Demolition	2.00	x	42.51	x	1.1500	=	97.77		
						duct smoke detectors as part of alarm system. Exact parts to be installed on DSOW. Closest LI to match.									
34	28	46	13	31	1443	EA	Intelligent Addressable Laser Duct Smoke Detector (Notifier FSL-751D)								\$10,000.03
							Quantity	Unit Price		Factor	=	Total			
						Installation	6.00	x	1,406.77	x	1.1500	=	9,706.71		
						Demolition	6.00	x	42.51	x	1.1500	=	293.32		
						smoke detectors as part of alarm system. Exact parts to be installed on DSOW. Closest LI to match.									
35	28	46	13	31	1598	EA	24 Volt DC, 30 Amperes Contacts, DPDT Relay In Steel Enclosure (Notifier MR-199X-13C)								\$5,871.44
							Quantity	Unit Price		Factor	=	Total			
						Installation	20.00	x	226.94	x	1.1500	=	5,219.62		
						Demolition	20.00	x	28.34	x	1.1500	=	651.82		
						relays as part of alarm system. Exact parts to be installed on DSOW. Closest LI to match.									
36	28	46	13	31	2558	HR	Test And Certification Of Fire Alarm System								\$15,537.14
							Quantity	Unit Price		Factor	=	Total			
						Installation	48.00	x	281.47	x	1.1500	=	15,537.14		
						2 guys 3 days for final testing and certification of new system.									

Subtotal for Fire Alarm

\$1,655,633.72

Fire Sprinkler System

37	01	22	23	00	1065	DAY	5,000 LB Straight Mast, Rough Terrain Construction Forklift With Full-Time Operator								\$1,523.98
							Quantity	Unit Price		Factor	=	Total			
						Installation	1.00	x	1,325.20	x	1.1500	=	1,523.98		
						for removal and installation of Exterior Yoke Valve									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 129837.00

Work Order Title: Compton - Fire Alarm System at City Hall

Fire Sprinkler System

38	01 71 13 00 0004	EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.						\$1,713.94
			Installation	Quantity		Unit Price		Factor	Total
				1.00	x	1,490.38	x	1.1500	1,713.94
			for delivery of lift						
39	21 05 19 00 0006	EA	4" Diameter Dial, 0-300 PSI, Water Pressure GaugeFor fire sprinkler systems						\$177.24
			Installation	Quantity		Unit Price		Factor	Total
				2.00	x	64.59	x	1.1500	148.56
			Demolition	2.00	x	12.47	x	1.1500	28.68
			2 water pressure gauges need to be replaced						
40	21 05 23 00 0066	EA	10" Outside Stem And Yoke, Flanged, Cast Iron Body, Bronze Trim Gate Valve (Crane 467)						\$7,886.33
			Installation	Quantity		Unit Price		Factor	Total
				1.00	x	6,314.34	x	1.1500	7,261.49
			Demolition	1.00	x	543.34	x	1.1500	624.84
			replacement of one gate valve to meet code						
41	21 11 19 00 0017	EA	Wall Type Indicator Post With Wall Flange For Valve (Victaulic 773)						\$2,289.04
			Installation	Quantity		Unit Price		Factor	Total
				1.00	x	1,705.82	x	1.1500	1,961.69
			Demolition	1.00	x	284.65	x	1.1500	327.35
			existing one needs to be replaced						
42	21 12 23 00 0035	EA	3" Polished Brass, Fire Hose Valve Cap And Chain						\$627.26
			Installation	Quantity		Unit Price		Factor	Total
				4.00	x	136.36	x	1.1500	627.26
			Missing 4 FDC protective caps						
43	21 13 13 00 0070	EA	3/4" NPT Thread, 17/32" Orifice, K=8.0, Quick Response, Conventional Chrome Wet Pipe Sprinkler Head						\$22,577.63
			Installation	Quantity		Unit Price		Factor	Total
				179.00	x	96.16	x	1.1500	19,794.54
			Demolition	179.00	x	13.52	x	1.1500	2,783.09
			replacement of sprinklers to meet code						
44	21 13 13 00 0223	EA	3-7/32" Diameter x 15/16" Depth, Two Piece, 1/2" NPT, Push-On/Thread-Off White Sprinkler Head Recessed Escutcheon						\$175.81
			Installation	Quantity		Unit Price		Factor	Total
				6.00	x	20.61	x	1.1500	142.21
			Demolition	6.00	x	4.87	x	1.1500	33.60
			basement server room missing 6 escutcheons						
45	21 13 13 00 0278	EA	Push On, White Replacement Sprinkler Escutcheon						\$3,034.83
			Installation	Quantity		Unit Price		Factor	Total
				181.00	x	11.01	x	1.1500	2,291.73
			Demolition	181.00	x	3.57	x	1.1500	743.10
			new escutcheons for all replace sprinklers as well as a couple for existing sprinklers missing them.						
46	21 13 26 00 0003	EA	3" Deluge Valve With Trim And Release Equipment						\$9,149.08
			Installation	Quantity		Unit Price		Factor	Total
				1.00	x	7,354.40	x	1.1500	8,457.56
			Demolition	1.00	x	601.32	x	1.1500	691.52
			replace deluge valve that isn't functioning. Didn't trip when tested.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 129837.00

Work Order Title: Compton - Fire Alarm System at City Hall

Fire Sprinkler System

47	21	13	41	00	0003	LF	3/4" Schedule 40 Chlorinated Polyvinyl Chloride (CPVC) Fire Sprinkler Pipe										\$830.21
							Quantity		Unit Price		Factor		Total				
						Installation	96.00	x	5.79	x	1.1500	=	639.22				
						Demolition	96.00	x	1.73	x	1.1500	=	190.99				
						48 locations the sprinkler heads need to be adjusted up or down. Average of 24" per location											
48	21	13	41	00	0011	EA	3/4" Schedule 40 Chlorinated Polyvinyl Chloride (CPVC) 90 Degree Elbow, Fire Sprinkler Piping										\$2,111.95
							Quantity		Unit Price		Factor		Total				
						Installation	48.00	x	27.87	x	1.1500	=	1,538.42				
						Demolition	48.00	x	10.39	x	1.1500	=	573.53				
						48 locations the sprinkler heads need to be adjusted up or down. Average of 24" per location											
49	21	13	41	00	0072	EA	3/4" Schedule 40 Chlorinated Polyvinyl Chloride (CPVC) Spigot Style Reducing Adapter, Male Slip X Female Pipe Thread, Fire Sprinkler Piping										\$1,731.62
							Quantity		Unit Price		Factor		Total				
						Installation	48.00	x	23.79	x	1.1500	=	1,313.21				
						Demolition	48.00	x	7.58	x	1.1500	=	418.42				
						48 locations the sprinkler heads need to be adjusted up or down. Average of 24" per location											
50	23	05	19	00	0026	EA	4" Diameter Dial, Steel Case, 0 To 60 PSI Or 0 To 100 PSI, Pressure Gauge										\$211.21
							Quantity		Unit Price		Factor		Total				
						Installation	3.00	x	47.66	x	1.1500	=	164.43				
						Demolition	3.00	x	13.56	x	1.1500	=	46.78				
						Existing gauges not functioning											

Subtotal for Fire Sprinkler System

\$54,040.13

General

51	01	22	16	00	0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.										\$0.00
							Quantity		Unit Price		Factor		Total				
						Installation	0.00	x	1.00	x	1.1000	=	0.00				
						Bond = \$1,861,934 x 2%											
52	01	54	23	00	0004	CCF	Scaffolding With Bracing Accessories - Area Based On 4' Wide Sections (CCF / Month)										\$12,618.55
							Quantity		Unit Price		Factor		Total				
						Installation	331.00	x	33.15	x	1.1500	=	12,618.55				
						for access to roof in council chambers 1,656 sqft of space for 2 months											
53	01	54	23	00	0009	CCF	>40' To 60' Height Scaffolding Initial Erection And Final Dismantling , Per CCF Of Scaffolding And Accessories										\$13,920.43
							Quantity		Unit Price		Factor		Total				
						Installation	166.00	x	72.92	x	1.1500	=	13,920.43				
						for access to roof in council chambers 1,656 sqft of space for 2 months											
54	01	56	16	00	0002	SF	6 Mil, Plastic Sheeting, Applied To Floors										\$17,480.00
							Quantity		Unit Price		Factor		Total				
						Installation	40,000.00	x	0.38	x	1.1500	=	17,480.00				
						Existing furniture, equipment, and workstations to remain in place during construction and will need to be protected											

Contractor's Price Proposal - Detail Continues..

Work Order Number: 129837.00

Work Order Title: Compton - Fire Alarm System at City Hall

General

55	01 56 16 00 0003	SF	6 Mil, Plastic Sheeting, Applied To Walls							\$45,080.00
			Quantity	Unit Price	Factor	=	Total			
		Installation	80,000.00 x	0.49 x	1.1500	=	45,080.00			
			Existing furniture, equipment, and workstations to remain in place during construction and will need to be protected							
56	01 56 16 00 0004	SF	6 Mil, Plastic Sheeting, Applied To Ceilings							\$29,900.00
			Quantity	Unit Price	Factor	=	Total			
		Installation	40,000.00 x	0.65 x	1.1500	=	29,900.00			
			Existing furniture, equipment, and workstations to remain in place during construction and will need to be protected. Existing ceilings and lighting to be protected (ceiling in council chambers, walkways, along with office space...)							
57	01 56 16 00 0085	LF	38" Wide, 46 Mil Fiberboard, Ram Board® For Temporary Floor Protection							\$11,845.00
			Quantity	Unit Price	Factor	=	Total			
		Installation	10,000.00 x	1.03 x	1.1500	=	11,845.00			
			for protection of existing building, equipment, furniture, and workstations							
58	01 56 16 00 0092	EA	24" x 36", 30 Layer Sticky Mat							\$4,857.60
			Quantity	Unit Price	Factor	=	Total			
		Installation	100.00 x	42.24 x	1.1500	=	4,857.60			
			for protection of existing building, equipment, furniture, and workstations							
59	01 74 19 00 0016	EA	40 CY Dumpster (5 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.							\$16,559.54
			Quantity	Unit Price	Factor	=	Total			
		Installation	20.00 x	719.98 x	1.1500	=	16,559.54			
			for demolition debris and construction debris							

Subtotal for General **\$152,261.12**

Proposal Total **\$1,861,934.97**

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

The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: June 26, 2024

Re: IQC Master Contract #: CA-R8-GB-101723-MDJ
Work Order #: 129837.00
Owner PO #:
Title: Compton - Fire Alarm System at City Hall
Contractor: MDJ Management
Proposal Value: \$1,861,934.97

Name of Contractor	Duties	Amount	%
COSCO Fire Protection		\$1,250,000.00	67.13

October 22, 2024

TO: MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE FINAL TRACT MAP NO. 82807 FOR RECORDATION TO DEVELOP A 60-UNIT ATTACHED RESIDENTIAL CONDOMINIUM DEVELOPMENT ON A 2.45 ACRE LOT LOCATED AT 930 WEST COMPTON BOULEVARD

SUMMARY

This resolution of the City Council of the City of Compton approving the Final Tract Map No. 82807 for recordation to create a 60-unit attached residential condominium development on a 2.45 acre lot located at 930 West Compton Boulevard.

BACKGROUND

The City Ventures Company applied for a Tentative Tract Map in accordance with Section 28 of the Compton Municipal Code to develop a 60-unit attached residential condominium development on a 2.45 acre lot located at 930 West Compton Boulevard.

On June 28, 2022, pursuant to Resolution No. 25,685, City Council approved Tentative Tract Map No. 82807. Staff is now recommending that the City Council approved the Final Tract Map No. 82807 based upon the following findings:

FINDINGS FOR APPROVAL OF FINAL TRACT MAP NO. 82807:

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Division 13 21000 et seq.) an Initial Study for the project was prepared that identified and evaluated the environmental impacts of the project.

The City of Compton, in its capacity as the Lead Agency, has determined that the proposed project requires a Mitigated Negative Declaration as part of its environmental review. All environmental documents have been processed in accordance with the California Environmental Quality Act (CEQA) guidelines. The approval and subsequent implementation of the project will not have the potential to degrade the quality of the environment with the implementation of the conditions of approval.

Final Tract Map No. 82807– Staff Report
October 22, 2024
Page 2

The proposed use will not be detrimental to the public welfare or the surrounding area. The proposed redevelopment of the site for a gated 60 unit attached residential condominium project with 10 affordable units will not be a visual detriment to the city or surrounding area.

The proposed redevelopment of the site will remove a blighted property that has been vacant for several decades. Moreover, the site is bordered on three sides by existing residential development and is zoned for high density residential development.

The proposed subdivision for condominium purposes will comply with the proposed General Plan land use designation of General Commercial and existing zoning classification of Limited Commercial with the implementation of the proposed General Plan Amendment and Change of Zone approved by the City Council.

The proposed subdivision for condominium purposes is located on a 2.45 acre site that is physically suitable for residential development and will eliminate long term blighted property and provide greater housing opportunities.

The proposed development shall be contingent on the adoption of the Mitigated Negative Declaration No. 950 approval and adoption of General Plan Amendment Case No. 2021-001, approval and recordation of Tract Map No. 82807, approval of Conditional Use Permit Case No. 2021-008, Change of Zone case No. 2021-003.

The applicant and/or developer shall replace and/or repair sidewalks, curbs, gutters or parkways located adjacent to the subject site along 151st Street as required and directed by the Public Works Director.

The plan for providing sewer service to the subdivision including all necessary easements and sewer line upgrades, shall be submitted to and approved by the City Engineer and that sewer lines, including upgrades shall be built to City standards.

The proposed development shall comply with all applicable state or federal laws and regulations, including but not limited to the National Pollutant Discharge Elimination System (NPDES) LID, SUSMP, etc) requirements.

The preparation and recordation of the Final Map shall meet all requirements of the Subdivision Map Act and Chapter 28 inclusive of the Compton Municipal Code. The Final Map shall be approved by City Council and recorded prior to issuance of a Building permits excluding all model units.

Final Tract Map No. 82807– Staff Report
October 22, 2024
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The grading, drainage, and hydrology plans, as required by the Public Works Department, shall be submitted to and approved by the City Engineer prior to submittal of the Final Map.

The project conforms to the State Subdivision Map Act and the State Seismic Hazards Mapping Act (“SHMA”) of 1999 and Chapter 28 of the Compton Municipal Code. The Project conforms to the Subdivision Map Act (Cal. Gov. Code 66410 et seq.).

The resolution approving Tract Map 82807 for the property located at 930 W. Compton Boulevard is hereby approved and shall be in immediate full force after the date of its final passage and adoption by the City Council.

STATEMENT OF THE ISSUE

The Final Map shall be approved by City Council and recorded prior to issuance of a building permits. The preparation and recordation of the Final Map met all requirements of the Subdivision Map Act and Chapter 28 inclusive of the Compton Municipal Code. The property owner has met all conditions of the Parcel Map and staff is recommending adoption of the attached resolution.

ALTERNATIVE

There are no other alternative is being proposed.

FISCAL IMPACT

Development of the site will result in an increase in property and sales tax revenues to the City.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution.

JOHN STRICKLAND, JR.
DIRECTOR OF PUBLIC WORKS

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS
CITY MANAGER

Attachment: Final Tract Map 82807

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING THE FINAL TRACT MAP NO. 82807 FOR RECORDATION TO
DEVELOP A 60-UNIT ATTACHED RESIDENTIAL CONDOMINIUM
DEVELOPMENT ON A 2.45 ACRE LOT LOCATED AT 930 WEST COMPTON
BOULEVARD**

WHEREAS, this resolution of the City Council of the City of Compton approving the Final Tract Map No. 82807 for recordation to create a 60-unit attached residential condominium development on a 2.45 acre lot located at 930 West Compton Boulevard; and

WHEREAS, the City Ventures Company applied for a Tentative Tract Map in accordance with Section 28 of the Compton Municipal Code to develop a 60-unit attached residential condominium development on a 2.45 acre lot located at 930 West Compton Boulevard; and

WHEREAS, on June 28, 2022, pursuant to Resolution No. 25,685, City Council approved Tentative Tract Map No. 82807 and staff is now recommending that the City Council approved the Final Tract Map No. 82807 based upon the findings; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Division 13 21000 et seq.) an Initial Study for the project was prepared that identified and evaluated the environmental impacts of the project; and

WHEREAS, the City of Compton, in its capacity as the Lead Agency, has determined that the proposed project required a Mitigated Negative Declaration as part of its environmental review; and

WHEREAS, all environmental documents have been processed in accordance with the California Environmental Quality Act (CEQA) guidelines and the approval and subsequent implementation of the project will not have the potential to degrade the quality of the environment with the implementation of the conditions of approval; and

WHEREAS, the proposed use will not be detrimental to the public welfare or the surrounding area and the proposed redevelopment of the site for a gated 60 unit attached residential condominium project with 10 affordable units will not be a visual detriment to the city or surrounding area; and

WHEREAS, the proposed redevelopment of the site will remove a blighted property that has been vacant for several decades and moreover, the site is bordered on three sides by existing residential development and is zoned for high density residential development; and

WHEREAS, the proposed subdivision for condominium purposes will comply with the proposed General Plan land use designation of General Commercial and existing zoning classification of Limited Commercial with the implementation of the proposed General Plan Amendment and Change of Zone approved by the City Council; and

WHEREAS, the proposed subdivision for condominium purposes is located on a 2.45 acre site that is physically suitable for residential development and will eliminate long term blighted property and provide greater housing opportunities; and

WHEREAS, the proposed development shall be contingent on the adoption of the Mitigated Negative Declaration No. 950 approval and adoption of General Plan Amendment Case No.2021-001, approval and recordation of Tract Map No. 82807, approval of Conditional Use Permit Case No. 2021-008, Change of Zone case No. 2021-003; and

WHEREAS, the applicant and/or developer shall replace and/or repair sidewalks, curbs, gutters or parkways located adjacent to the subject site along 151st Street as required and directed by the Public Works Director; and

WHEREAS, a plan for providing sewer service to the subdivision including all necessary easements and sewer line upgrades shall be submitted to and approved by the City Engineer and that sewer lines including upgrades shall be built to City standards; and

WHEREAS, the proposed development shall comply with all applicable state or federal laws and regulations, including but not limited to the National Pollutant Discharge Elimination System (NPDES) LID, SUSMP, etc requirements; and

WHEREAS, the grading, drainage, and hydrology plans, as required by the Public Works Department, shall be submitted to and approved by the City Engineer prior to submittal of the Final Map; and

WHEREAS, the preparation and recordation of the Final Map shall meet all requirements of the Subdivision Map Act and Chapter 28 inclusive of the Compton Municipal Code; and

WHEREAS, the Final Map shall be approved by City Council and recorded prior to issuance of a Building permits excluding all model units; and

WHEREAS, the project conforms to the State Subdivision Map Act and the State Seismic Hazards Mapping Act ("SHMA") of 1999 and Chapter 28 of the Compton Municipal Code; and

WHEREAS, the project conforms to the State Subdivision Map Act and the State Seismic Hazards Mapping Act ("SHMA") of 1999 and Chapter 28 of the Compton Municipal Code; and

WHEREAS, the resolution approving Tract Map 82807 for the property located at 930 W. Compton Boulevard is hereby approved and shall be in immediate full force after the date of its final passage and adoption by the City Council; and

WHEREAS, the Parcel Map's surveyor stated that the Final Parcel Map No. 82807 conforms to the requirements of the State Subdivision Map Act and to the conditionally approved Tentative Parcel Map; and

WHEREAS, the Building & Safety Department has reviewed Parcel Map No. 82807 and determined that the Parcel Map is correct; and

WHEREAS, the City Engineer has reviewed Parcel Map No. 82807 and determined that the Map confirms to the approved Tentative Parcel Map No. 82807 and is in compliance with applicable provisions of Chapter 28 of the Compton Municipal Code and of the State Subdivision Map Act; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred and it is necessary that the City Council approve Parcel Map No. 82807.

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

SECTION 1. That the City Council hereby finds that all of the facts set forth in this Resolution are true and correct.

SECTION 2. That the City Council finds the Final Parcel Map No. 82807 to be in substantial compliance with the Tentative Parcel Map, with the State Subdivision Map Act and with the applicable provisions of Chapter 28 of the Compton Municipal Code.

SECTION 3. That based on the foregoing findings, the City Council hereby adopts this Resolution approving Parcel Map No. 82807 as presented and further authorizes and direct the City Clerk to certify the adoption of this Resolution.

SECTION 4. That copies of this resolution shall be filed in the offices of the City Manager, Community Development, City Clerk, and Public Works Engineering 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

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

CITY CLERK OF THE CITY OF COMPTON

1 NUMBERED LOT
2.749 ACRES GROSS
2.455 ACRES NET

TRACT NO. 82807

SHEET 1 OF 3 SHEETS

IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF LOT "G" OF THE
TEMPLE AND GIBSON TRACT, PER MAP RECORDED IN BOOK 2, PAGE 540 OF
MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DANE P. MCDOUGALL
L.S. 9297



DATE OF SURVEY:
APRIL 2019

FOR CONDOMINIUM PURPOSES

OWNER'S STATEMENT

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR STREETS, HIGHWAYS, AND PUBLIC UTILITY PURPOSES AS SHOWN ON SAID MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF COMPTON THE EASEMENT FOR PEDESTRIAN ACCESS PURPOSES, AS SHOWN ON SAID MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF COMPTON THE EASEMENT FOR FIRE LANE PURPOSES, AS SHOWN ON SAID MAP.

CITY VENTURES HOMEBUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY. (OWNER)

BY: _____
KIM PRIJATEL
SENIOR VICE PRESIDENT OF DEVELOPMENT

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON _____, BEFORE ME, _____
PERSONALLY APPEARED _____

_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS
NOTARY PUBLIC IN AND FOR SAID STATE
IN _____ COUNTY
(NAME PRINTED) MY COMMISSION EXPIRES _____

SIGNATURE OMISSION

THE SIGNATURE OF THE PARTY NAMED HEREINAFTER AS OWNER OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY:

CITY OF COMPTON, A MUNICIPAL CORPORATION HOLDER OF AN EASEMENT FOR PUBLIC STREET AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED AUGUST 27, 1959 IN BOOK D-585, PAGE 834 OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CITY VENTURES HOMEBUILDING, ON MARCH 31ST, 2019. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE TWENTY-FOUR MONTHS FROM THE FILING DATE OF THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; AND THAT TIE NOTES FOR ALL CENTERLINE MONUMENTS ARE, OR WILL BE, ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE SHOWN HEREON. I HEREBY STATE THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN.



DANE P. MCDOUGALL
L.S. 9297

DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL SUBDIVISION ORDINANCES OF THE CITY OF COMPTON APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT 66442(a)(1), (2), AND (3) HAVE BEEN COMPLIED WITH.

CITY ENGINEER
CITY OF COMPTON

DATE

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF COMPTON ON _____
_____, DID BY RESOLUTION NO. _____ APPROVE THIS MAP. SAID COUNCIL DID ACCEPT ON BEHALF OF THE PUBLIC THE EASEMENTS FOR STREETS, HIGHWAYS, AND PUBLIC UTILITY PURPOSES. SAID COUNCIL DID ALSO ACCEPT ON BEHALF OF THE CITY, THE EASEMENTS FOR PEDESTRIAN ACCESS PURPOSES AND FIRE LANE PURPOSES SO DESIGNATED ON SAID MAP.

FOR CITY CLERK, CITY OF COMPTON

DATE

SPECIAL ASSESSMENT STATEMENT

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF COMPTON, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

CITY TREASURER, CITY OF COMPTON

DATE

LOS ANGELES COUNTY TAX CERTIFICATES

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 82807 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____
DEPUTY

DATE

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____
DEPUTY

DATE

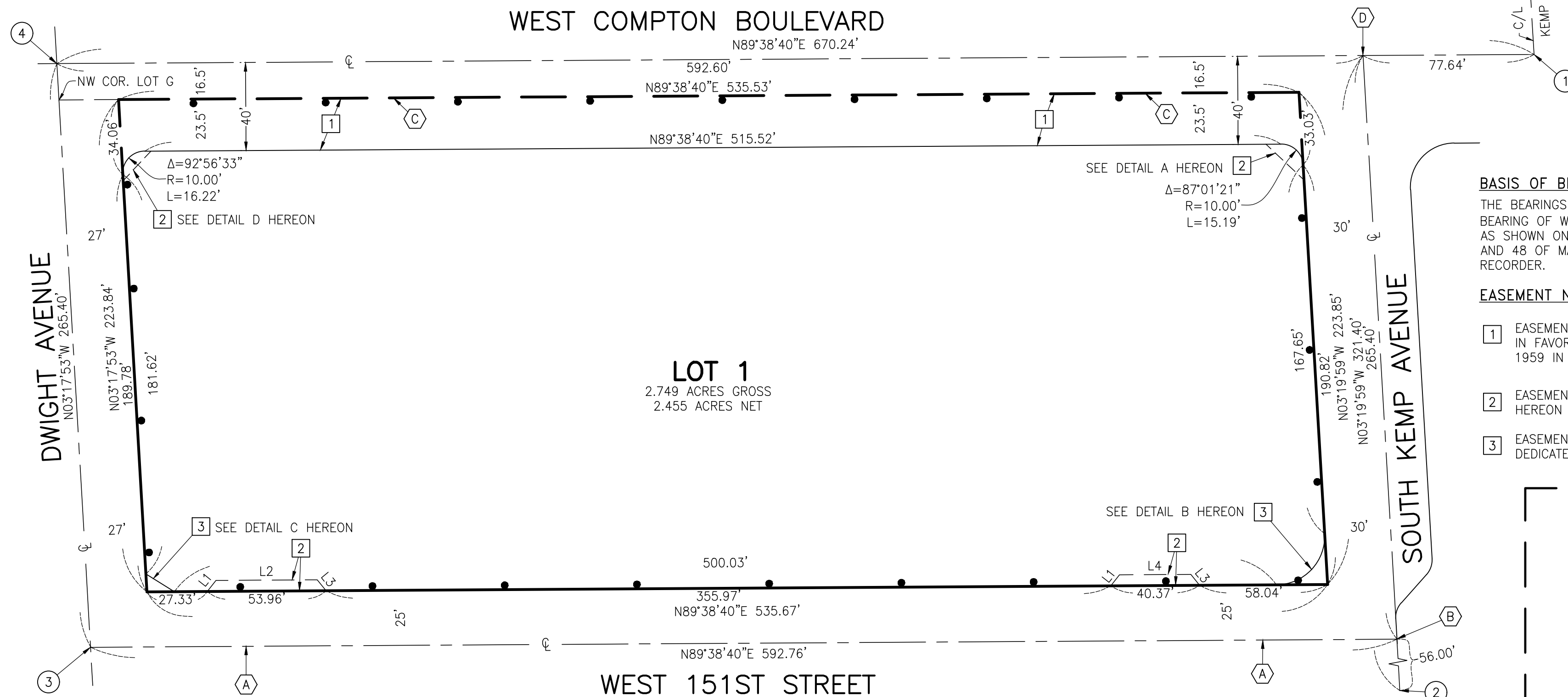
CONDOMINIUM NOTE

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 60 UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS OF LOT 1 WHICH WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

FOR CONDOMINIUM PURPOSES



• INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N38°18'15"E	6.40'
L2	N89°38'40"E	45.96'
L3	N39°00'55"W	6.40'
L4	N89°38'40"E	32.37'
L5	N89°38'40"E	6.86'
L6	N03°19'59"W	6.86'
L7	N89°38'40"E	2.77'
L8	N03°17'53"W	2.77'
L9	N03°17'53"W	8.16'

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE BEARING OF WEST COMPTON AVENUE BEING NORTH 89°38'40" EAST AS SHOWN ON TRACT NO. 15223 FILED IN BOOK 331, PAGES 47 AND 48 OF MAPS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

- 1 EASEMENT FOR PUBLIC STREET AND RIGHTS INCIDENTAL THERETO IN FAVOR OF THE CITY OF COMPTON RECORDED AUGUST 27, 1959 IN BOOK D585, PAGE 834 OF OFFICIAL RECORDS.
- 2 EASEMENT FOR PEDESTRIAN ACCESS PURPOSES DEDICATED HEREON TO THE CITY OF COMPTON.
- 3 EASEMENT FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES DEDICATED TO THE CITY OF COMPTON HEREON.

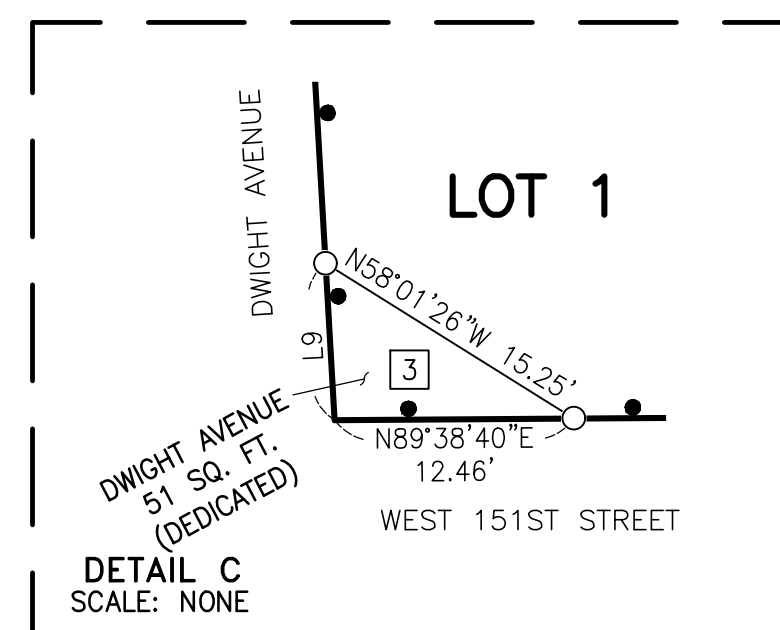
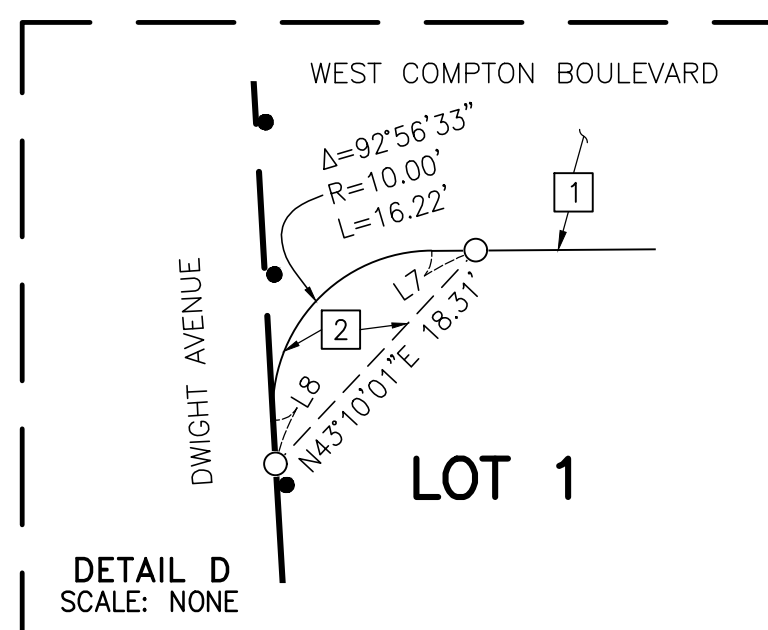
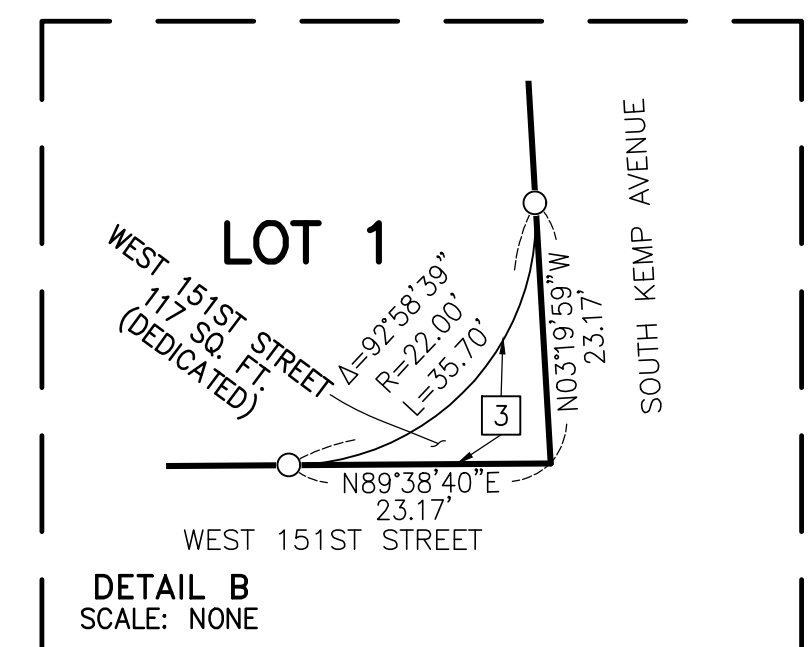
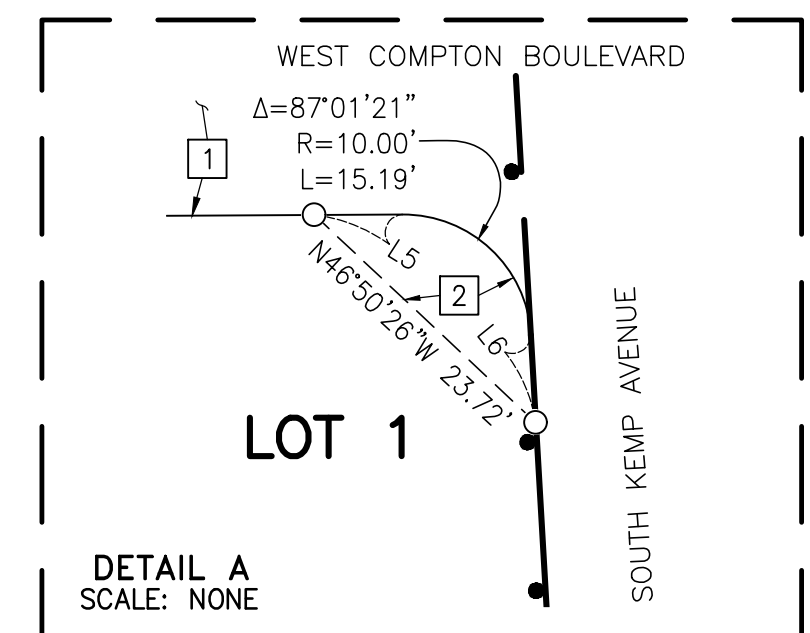
(A) ESTABLISHED THE CENTERLINE OF 151ST STREET PARALLEL TO THE CENTERLINE OF COMPTON BOULEVARD FROM (3).

(B) ESTABLISHED BY INTERSECTION.

(C) NORTH LINE OF LOT G, TEMPLE AND GIBSON TRACT, M.R. 2/540, AS SHOWN ON TRACT NO. 15223, M.B. 331/47-48.

(D) SEARCHED, FOUND NOTHING, ESTABLISHED THE CENTERLINE INTERSECTION OF COMPTON BOULEVARD AND THE EAST LINE OF KEMP STREET BY PRORATION PER TRACT NO. 39845, M.B. 963/43-44.

- ① FOUND PUNCHED 2" BRASS DISK IN WELL MONUMENT, ACCEPTED AS THE CENTERLINE INTERSECTION OF COMPTON BOULEVARD AND KEMP STREET (NORTH) PER TRACT NO. 39845. M.B. 963/43-44.
- ② FOUND LEAD, TACK AND TAG STAMPED "LS 3397" PER P.W.F.B. 0721-744-745. ACCEPTED AS THE SOUTHWEST CORNER OF TRACT NO. 51441. M.B. 1221/37-38.
- ③ SEARCHED, FOUND NOTHING, ESTABLISHED THE CENTERLINE INTERSECTION OF 151ST STREET AND DWIGHT AVENUE BY TIES PER R.D.F.B. 0721-60.
- ④ SEARCHED, FOUND NOTHING, ESTABLISHED THE CENTERLINE INTERSECTION OF COMPTON BOULEVARD AND DWIGHT AVENUE BY TIES PER P.W.F.B. 0721-589.
- INDICATES 2" IP TAGGED "LS 9297", FLUSH; OR 8" S&W STAMPED "LS 9297 MCDUGALL" IN ASPHALT HAVING A THICKNESS OF 2" OR MORE, FLUSH; OR LT&T "LS 9297" OR NAIL AND TAG "LS 9297" TO BE SET.



SCALE: 1" = 30'

TRACT NO. 82807

IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

DANE P. MCDOUGALL
L.S. 9297



DATE OF SURVEY:
APRIL 2019

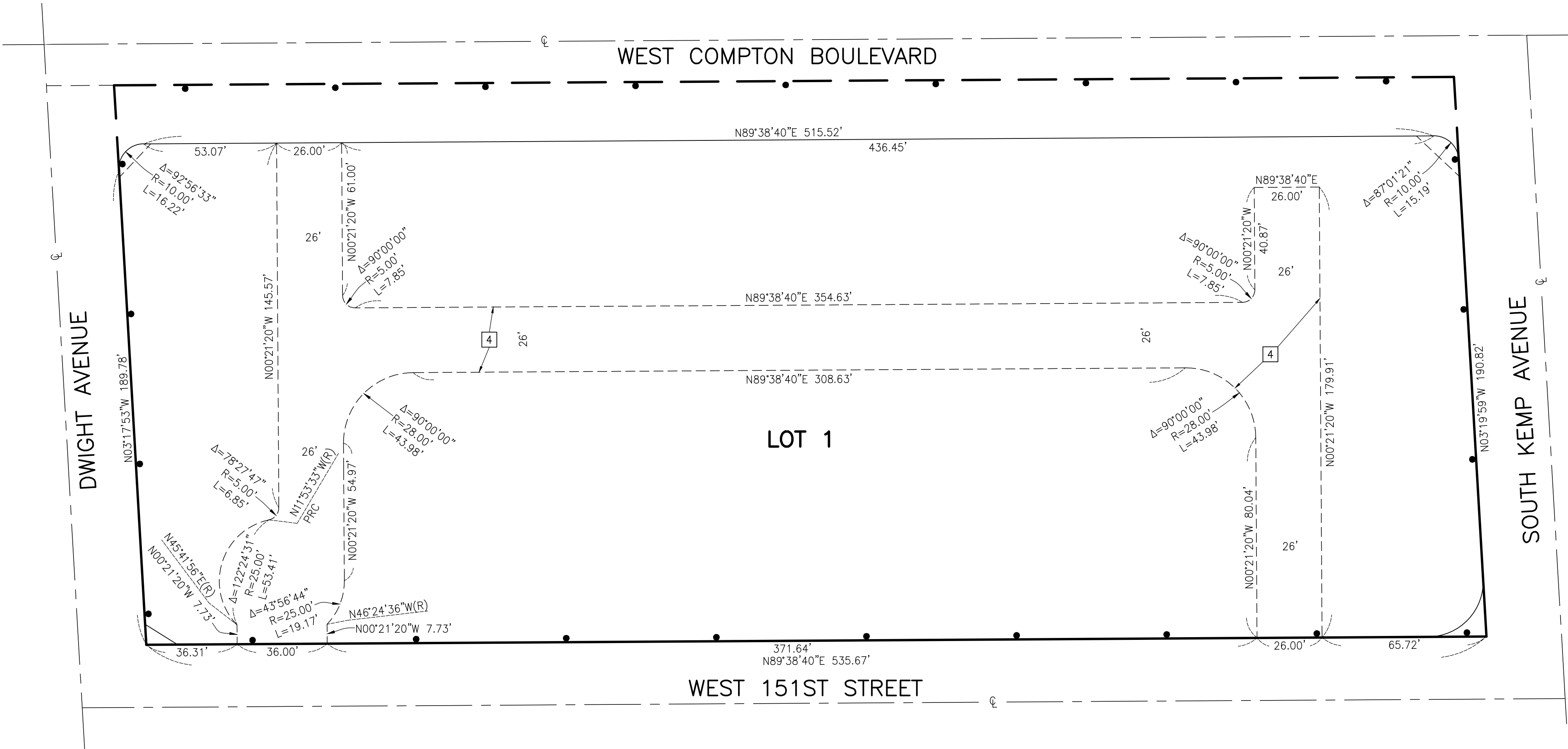
FOR CONDOMINIUM PURPOSES

LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

EASEMENT NOTES

4 INDICATES AN EASEMENT FOR FIRE LANE PURPOSES DEDICATED HEREON TO THE CITY OF COMPTON.







Right Elevation



Rear Elevation



Left Elevation



Front Elevation

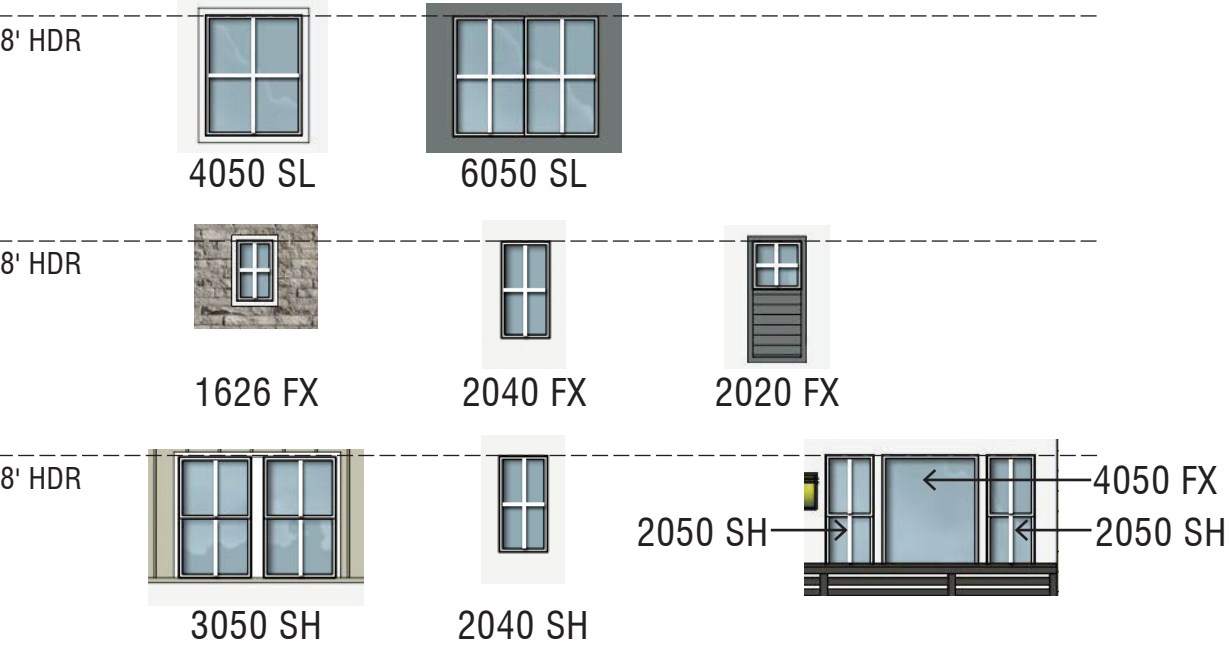
Color Scheme 1. Refer to Exterior Color / Material Design prepared by others.

- Artist's conception; colors, materials, application, and landscape treatments may vary.

BUILDING MATERIAL: TRANSITIONAL

Roof:	Parapet
Exterior:	Stucco Finish
Deck Accents:	Metal Railing
Window & Door Trim:	Vinyl
Accents:	Fiber Cement Siding, Stone Veneer
Entry Door:	Decorative Front Entry Door
Garage Door:	Sectional Garage Doors

Typical Window Size Reference Legend



10 Plex | Conceptual Elevations

COMPTON BLVD & KEMP AVE SITE

COMPTON, CA



0 4 8 16
A-9

CITY SUBMITTAL

© 2022 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2013039 | 04-25-22



October 22, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT'S 2024-2025 FISCAL YEAR BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR MARK THOMAS & COMPANY, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ARTESIA BOULEVARD OVER ALAMEDA STREET AND ACTA/UPRR BRIDGE REPAIR PROJECT, CIP# 23-01 (\$335,332.52).

SUMMARY

Adoption of this Resolution will amend the Public Works Engineering Department's 2024-2025 Fiscal Year Budget and authorize the City Manager to enter into a first amendment to the professional services agreement with and establish a purchase order in the amount of Three Hundred Thirty Five Thousand Three Hundred Thirty Two Dollars and Fifty Two Cents (\$335,332.52) to Mark Thomas & Company, Inc. for the provision of construction management and inspection services for the Artesia Boulevard Over Alameda Street and ACTA/UPRR Bridge Repair Project, CIP# 23-01.

BACKGROUND

The City of Compton is replacing a section of the Artesia Boulevard Bridge (State Bridge No.53C1744, Los Angeles County Bridge No. 2446), located approximately 600 feet west of Santa Fe Avenue within City limits. Specifically, the Project is located over Alameda Street and the Union Pacific Railroad and the Alameda Corridor's right-of-ways.

The primary focus of the Project was replacing the section of the bridge known as Span 10, initially presumed to be the sole area affected by the fire. This replacement was necessary due to the severe fire damage sustained to the bridge's steel girders and supporting connections. The replacement will be an in-kind concept, using a steel superstructure with rolled steel girders.

On September 26, 2023, pursuant to Resolution No. 25, 906, City Council authorized the City Manager to enter into a construction services agreement with Beador Construction Company, Inc. (Beador) in the amount of \$4,819,430.00 to provide the following services in accordance with their specified plans: survey of existing bridge, coordination and protection of utilities with utility companies and railroads, demolition of existing eastern span of existing bridge, including possible lead and asbestos, surface repair of existing substructures, new bearings and steel girders, concrete bridge deck, median, sidewalk, curb, salvage and reset existing steel rail, deck joints, and traffic control.

An essential component of the Artesia Bridge Repair project was to obtain the services of a qualified and experienced engineering firm to provide construction management and inspection services.

As a result, on September 26, 2023, pursuant to Resolution No. 25,908, City Council authorized the City Manager to enter into a professional services agreement with and establish a purchase order for Mark Thomas & Company, Inc. for construction management and inspection services for the Artesia Boulevard over Alameda Street and ACTA/UPRR Bridge Repair Project, CIP# 23-01 in the amount of \$884,664.

The scope of work for construction management and inspection services included all of the following, but was not limited to:

1. **Pre-Construction Meeting** – Outline project specifics. Inform contractor of project administration procedures.
2. **Management Information System** – Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, change orders and etc.
3. **Review Traffic Control & Phasing Plans** – Review contractor's plans for detours, shutdowns and access for emergency vehicles.
4. **Progress Meetings** – Conduct meetings to discuss background, scope, objectives, schedule, current, and past issues as necessary.
5. **Issues Management** – Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.
6. **Schedule** – Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.
7. **Cost Control** – Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.
8. **Labor Compliance** – Provide labor compliance reports to include reporting on prevailing wage, payroll documentation, compliance status, and certified payrolls.
9. **Request For Information (RFIs) & Submittals** – Provide a list of RFIs and responses. Provide a list of submittals and responses.

10. **Change Orders** – Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution. Keep the City apprised of impact of cumulative change orders.
11. **Dispute Resolution** – Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.
12. **Quality Assurance/Inspection/Material Testing Services**– Observe and monitor all aspects of the project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Provide materials testing services.
13. **Public Relations/Coordination** – Communicate with the local business community, property owners, tenants, local Sheriff, Fire, utility companies, and ACTA/UPRR regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.
14. **Permit/Environmental Compliance** – Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.
15. **Progress Payments** – Review and approve all contractor's payment request. Verify contractor pay items. Prepare payment documentation for execution.
16. **Monthly Status Reports** – Prepare monthly reports highlighting project progress, CCO's, cost issues, and schedule.
17. **Site Safety** - Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if an unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition and investigate accidents.
18. **Drone Services** – Provide aerial photos and video of the project site.
19. **"As-Built" Drawings** – Collect, review, and transmit contractor's data to engineer.
20. **Final Walkthrough** – Make final inspections and prepare punch list. Verify that required certificates of compliance, O&M manuals and as-build drawings have been delivered.
21. **Utility Coordination/Railroad Coordination** – Assure that contractor is effectively interacting with Utility and Railroad owners.
22. **Project Completion Report** – Process final progress payment to contractor. File Notice of Completion. Prepare final report and review project records.

On January 2, 2024, construction commenced to replace damaged portions of the Artesia Boulevard Bridge. Initially, the project focused solely on addressing the damage to Span 10. However, as work progressed, it became evident that Span 9 had also sustained significant fire-related damages, prompting the expansion of the project scope to encompass both spans as well as other requested work related to the Artesia Bridge Repair project.

On October 1, 2024, pursuant to Resolution No. 26,131, City Council authorized the City Manager to amend the construction service agreement with the contractor to increase funding in the amount of \$2,070,361.68 to pay for various change orders due to unforeseen circumstances and additional work that was not included in the initial scope of work. The additional funds were crucial to adequately address the additional work and ensure the project is completed in a timely manner.

The table below outlines the requested change orders along with their anticipated cost:

Change Order No.	Description	Estimated Cost
1	Security Guard and Miscellaneous Cleanup	\$ 98,101.76
1-S1	CCO1 Supplement 1 Security and Extra Work	\$ 53,667.20
2	Remove and Replace Sidewalk	\$ 7,000.00
2-S1	Remove and Replace Damaged Curb and Gutter	\$ 50,000.00
3-S1	Electrical Work at Artesia Boulevard	\$ 271,095.23
3-S2	Electrical Work at Artesia Boulevard	\$ 25,174.00
4	Removal at Span 9	\$ 405,314.74
5	Railroad Insurance	\$ 5,000.00
6	Remove and Repair Hand Rails	\$ 250,000.00
7	Fill Void Under Abutment 11	\$ 7,500.00
8	Remove and install Joint Seal	\$ 216,900.00
9	Revised Security Wall Plan	\$ 130,608.75
10	Asphalt Concrete at Artesia Boulevard	\$ 550,000.00
Total		\$2,070,361.68

STATEMENT OF ISSUE

Due to unforeseen circumstances related to construction, Mark Thomas and their subconsultants were also impacted by the increase in additional work incurred as a result of the increase in construction management and inspection services in the amount of \$335,332.52. The additional scope of services included:

Mark Thomas

- Extension of construction management and inspection services until October 31, 2024
- Engineering design for pavement rehabilitation and curb ramps

Atlas

- Core samples for bridge deck, additional concrete testing and sampling and welding inspection under contract change order 4
- Provide additional support for the steel gate under contract change order 9
- Additional inspection required under contract change order 10

Endemic

- Additional inspection due

SoCalGeo

- Core samples under contract change order 10

The construction management and inspection cost breakdown is as follows:

Task	Description of Work	Previous Budget	Amendment #1	Current Budget
1	Construction Management	\$428,177.98	\$ 0.00	\$ 428,177.98
2	Construction Inspection	\$341,394.02	\$ 0.00	\$ 341,394.02
3	Survey	\$ 20,000.00	\$ 0.00	\$ 20,000.00
099	Reimbursables	\$ 20,000.00	\$ 0.00	\$ 20,000.00
100	Atlas: Material Testing/Sampling	\$ 48,892.00	\$ 0.00	\$ 48,892.00
200	Endemic: Environmental Services	\$ 26,200.00	\$ 0.00	\$ 26,200.00
001	Construction Management and Inspection	\$ 0.00	\$224,207.37	\$ 224,207.37
002	Rehab Design	\$ 0.00	\$ 59,443.65	\$ 59,443.65
099	Reimbursables	\$ 0.00	\$ 2,000.00	\$ 2,000.00
100	Atlas: Construction	\$ 0.00	\$ 24,491.50	\$ 24,491.50
200	Endemic: Construction	\$ 0.00	\$ 12,540.00	\$ 12,540.00
300	SoCal Geo: Construction	\$ 0.00	\$ 12,650.00	\$ 12,650.00
		\$884,664.00	\$335,332.52	\$1,219,996.52

Therefore, in order to amend the Public Works Engineering Department's 2024-2025 Fiscal Year budget and authorize the City Manager to enter into a first amendment to the professional services agreement with and establish a purchase order in the amount of Three Hundred Thirty Five Thousand Three Hundred Thirty Two Dollars and Fifty Two Cents (\$335,332.52) to Mark Thomas & Company, Inc. for the provision of construction management and inspection services for the Artesia Boulevard Over Alameda Street and ACTA/UPRR Bridge Repair Project, CIP# 23-01, City Council's authorization is necessary.

ALTERNATIVE

The Council may select another vendor to provide construction management services. Nonetheless, staff recommends the utilization of professional construction management services for the oversight of the Artesia Boulevard Over Alameda Street and ACTA/UPRR Bridge Repair Project, CIP# 23-01. The reason being that this project has significant technical specifications and requirements that require specific and uniquely qualified individuals to oversee and manage the project on a daily basis and the City's existing organizational structure within the Public Works Engineering Department has limited staff capacity to perform these services nor does it have the workload capacity if fully staffed to manage this project.

FISCAL IMPACT

The Public Works Engineering Department's 2024-2025 Fiscal Year will be amended as follows:

Increase Expenditures:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2789-710-041-4300	State Grants	\$335,332.52
	Capital Outlay	

Funds in the amount of \$335,332.52 will be available in the Public Works Engineering Department's 2024-2025 Fiscal Year budget in Account No. 2789-710-041-4300.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

**JOHN D. STRICKLAND, JR.,
DIRECTOR OF PUBLIC WORKS**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT'S 2024-2025 FISCAL YEAR BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR MARK THOMAS & COMPANY, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ARTESIA BOULEVARD OVER ALAMEDA STREET AND ACTA/UPRR BRIDGE REPAIR PROJECT, CIP# 23-01 (\$335,332.52).

WHEREAS, adoption of this Resolution will amend the Public Works Engineering Department's 2024-2025 Fiscal Year Budget and authorize the City Manager to enter into a first amendment to the professional services agreement with and establish a purchase order in the amount of Three Hundred Thirty Five Thousand Three Hundred Thirty Two Dollars and Fifty Two Cents (\$335,332.52) to Mark Thomas & Company, Inc. for the provision of construction management and inspection services for the Artesia Boulevard Over Alameda Street and ACTA/UPRR Bridge Repair Project, CIP# 23-01; and

WHEREAS, the City of Compton is replacing a section of the Artesia Boulevard Bridge (State Bridge No.53C1744, Los Angeles County Bridge No. 2446), located approximately 600 feet west of Santa Fe Avenue within City limits and specifically, the Project is located over Alameda Street and the Union Pacific Railroad and Alameda Corridor's right-of-ways; and

WHEREAS, the primary focus of the Project was replacing the section of the bridge known as Span 10, initially presumed to be the sole area affected by the fire; and

WHEREAS, this replacement was necessary due to the severe fire damage sustained to the bridge's steel girders and supporting connections; and

WHEREAS, the replacement will be an in-kind concept, using a steel superstructure with rolled steel girders; and

WHEREAS, on September 26, 2023, pursuant to Resolution No. 25, 906, City Council authorized the City Manager to enter into a construction services agreement with Beador Construction Company, Inc. (Beador) in the amount of \$4,819,430.00 to provide the following services in accordance with their specified plans: survey of existing bridge, coordination and protection of utilities with utility companies and railroads, demolition of existing eastern span of existing bridge, including possible lead and asbestos, surface repair of existing substructures, new bearings and steel girders, concrete bridge deck, median, sidewalk, curb, salvage and reset existing steel rail, deck joints, and traffic control; and

WHEREAS, an essential component of the Artesia Bridge Repair project was to obtain the services of a qualified and experienced engineering firm to provide construction management and inspection services; and

WHEREAS, as a result, on September 26, 2023, pursuant to Resolution No. 25,908, City Council authorized the City Manager to enter into a professional services agreement with and establish a purchase order for Mark Thomas & Company, Inc. for

construction management and inspection services for the Artesia Boulevard over Alameda Street and ACTA/UPRR Bridge Repair Project, CIP# 23-01 in the amount of \$884,664; and

WHEREAS, the scope of work for construction management and inspection services included all of the following, but was not limited to:

1. **Pre-Construction Meeting** – Outline project specifics. Inform contractor of project administration procedures.
2. **Management Information System** – Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, change orders and etc.
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13. documentation of construction process. Encourage and stress quality in the constructed product. Provide materials testing services.
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22. **Utility Coordination/Railroad Coordination** – Assure that contractor is effectively interacting with Utility and Railroad owners.
23. **Project Completion Report** – Process final progress payment to contractor. File Notice of Completion. Prepare final report and review project records; and

WHEREAS, on January 2, 2024, construction commenced to replace damaged portions of the Artesia Boulevard Bridge.

WHEREAS, initially, the project focused solely on addressing the damage to Span 10 and however, as work progressed, it became evident that Span 9 had also sustained significant fire-related damages, prompting the expansion of the project scope to encompass both spans as well as other requested work related to the Artesia Bridge Repair project; and

WHEREAS, on October 1, 2024, pursuant to Resolution No. 26,131, City Council authorized the City Manager to amend the construction service agreement with the contractor to increase funding in the amount of \$2,070,361.68 to pay for various change orders due to unforeseen circumstances and additional work that was not

included in the initial scope of work and the additional funds were crucial to adequately address the additional work and ensure the project is completed in a timely manner; and

WHEREAS, the table below outlines the requested change orders along with their anticipated cost:

Change Order No.	Description	Estimated Cost
1	Security Guard and Miscellaneous Cleanup	\$ 98,101.76
1-S1	CCO1 Supplement 1 Security and Extra Work	\$ 53,667.20
2	Remove and Replace Sidewalk	\$ 7,000.00
2-S1	Remove and Replace Damaged Curb and Gutter	\$ 50,000.00
3-S1	Electrical Work at Artesia Boulevard	\$ 271,095.23
3-S2	Electrical Work at Artesia Boulevard	\$ 25,174.00
4	Removal at Span 9	\$ 405,314.74
5	Railroad Insurance	\$ 5,000.00
6	Remove and Repair Hand Rails	\$ 250,000.00
7	Fill Void Under Abutment 11	\$ 7,500.00
8	Remove and install Joint Seal	\$ 216,900.00
9	Revised Security Wall Plan	\$ 130,608.75
10	Asphalt Concrete at Artesia Boulevard	\$ 550,000.00
Total		\$2,070,361.68

; and

WHEREAS, due to unforeseen circumstances related to construction, Mark Thomas and their subconsultants were also impacted by the increase in additional work incurred as a result of the increase in construction management and inspection services in the amount of \$335,332.52; and

WHEREAS, the additional scope of services included:

Mark Thomas

- Extension of construction management and inspection services until October 31, 2024
- Engineering design for pavement rehabilitation and curb ramps

Atlas

- Core samples for bridge deck, additional concrete testing and sampling and welding inspection under contract change order 4
- Provide additional support for the steel gate under contract change order 9
- Additional inspection required under contract change order 10

Endemic

- Additional inspection due

SoCalGeo

- Core samples under contract change order 10; and

WHEREAS, the construction management and inspection cost breakdown is as follows:

Task	Description of Work	Previous Budget	Amendment #1	Current Budget
1	Construction Management	\$428,177.98	\$ 0.00	\$ 428,177.98
2	Construction Inspection	\$341,394.02	\$ 0.00	\$ 341,394.02
3	Survey	\$ 20,000.00	\$ 0.00	\$ 20,000.00
099	Reimbursables	\$ 20,000.00	\$ 0.00	\$ 20,000.00
100	Atlas: Material Testing/Sampling	\$ 48,892.00	\$ 0.00	\$ 48,892.00
200	Endemic: Environmental Services	\$ 26,200.00	\$ 0.00	\$ 26,200.00
001	Construction Management and Inspection	\$ 0.00	\$224,207.37	\$ 224,207.37
002	Rehab Design	\$ 0.00	\$ 59,443.65	\$ 59,443.65
099	Reimbursables	\$ 0.00	\$ 2,000.00	\$ 2,000.00
100	Atlas: Construction	\$ 0.00	\$ 24,491.50	\$ 24,491.50
200	Endemic: Construction	\$ 0.00	\$ 12,540.00	\$ 12,540.00
300	SoCal Geo: Construction	\$ 0.00	\$ 12,650.00	\$ 12,650.00
		\$884,664.00	\$335,332.52	\$1,219,996.52

;and

WHEREAS, the Public Works Engineering Department’s 2024-2025 Fiscal Year budget will be amended as follows:

Increase Expenditures

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2789-710-041-4300	State Grants Capital Outlay	\$335,332.52; and

WHEREAS, funds in the amount of \$335,332.52 will be available in the Public Works Department 2024-2025 Fiscal Year budget in Account No. 2789-710-041-4300; and

WHEREAS, in order to amend the Public Works Engineering Department’s 2024-2025 Fiscal Year budget and authorize the City Manager to enter into a first amendment to the professional services agreement with and establish a purchase order in the amount of Three Hundred Thirty Five Thousand Three Hundred Thirty Two Dollars and Fifty Two Cents (\$335,332.52) to Mark Thomas for the provision of construction management and inspection services for the Artesia Boulevard Over Alameda Street and ACTA/UPRR Bridge Repair Project, CIP# 23-01, City Council’s authorization is necessary.

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

SECTION 1. That the proposal submitted by Mark Thomas & Company, Inc is hereby accepted.

SECTION 2. That the City Manager, upon the advice and approval of the City Attorney, is hereby authorized to enter into a first amendment to the professional services agreement with Mark Thomas & Company, Inc for the provision of construction management and inspection services for the Artesia Boulevard Over Alameda Street and ACTA/UPRR Bridge Repair Project, CIP# 23-01.

SECTION 3. That revenues were already budgeted in the Public Works Engineering Department's 2024-2025 Fiscal Year budget and that the request to

increase expenditure appropriations is from revenue appropriations already budgeted for in that fund in account 2789-000-041-3569 Other State Grants as follows:

Increase Expenditures

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2789-710-041-4300	State Grants	\$335,332.52
	Capital Outlay	

SECTION 4. That funds in the amount of \$335,332.52 will be available in the Public Works Department 2024-2025 Fiscal Year budget in Account No. 2789-710-041-4300.

SECTION 5. That a purchase order in the amount of \$335,332.52 is authorized to be established for Mark Thomas & Company, Inc for services performed for the Artesia Boulevard over Alameda Street and ACTA/UPRR Bridge Repair Project, CIP# 23-01.

SECTION 6. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Engineering Department.

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
CITY OF COMPTON: ss

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



September 19, 2024

File No. 23-00206

Mr. John Strickland
City of Compton
Public Works Department
205 S. Willowbrook Avenue
Compton, CA 90220

**RE: CITY OF COMPTON – ARTESIA BLVD OVER ALAMEDA STREET & ACTA/UPRR BRIDGE
REPAIR PROJECT (CIP NO. 23-01)**

Dear Mr. Strickland,

Please see the attached Amendment Request No. 1 cost proposal for the remaining Mark Thomas services on the project, which is currently estimated to end on October 31, 2024. The contract for construction management and inspection services for the project was executed by the City in September 2023 and construction began in January 2024. The project was making significant progress until we encountered several unforeseen issues that required additional scope for Mark Thomas and our subconsultants as listed below and previously approved by the City.

Mark Thomas

- Extension of construction management and inspection services until October 31, 2024.
- Engineering design for pavement rehabilitation and curb ramps.

Atlas

- Core samples for Bridge deck, additional concrete testing and sampling, and welding Inspection under CCO 4.
- Provided and will provide additional support for the steel gate under CCO 9.
- Additional inspection required under CCO 10.

Endemic

- Additional inspection due to presence of protected species in the area.

SoCalGeo

- Core samples under CCO 10 that is not written yet, waiting for costs from the contractor.



Mark Thomas is requesting an additional funding amount of \$335,332.52 for the extension of the project completion date due to unforeseen items that were encountered during construction. A breakdown for this extension is shown below:

Phase	Task	Description of Work	Previous Budget	Amendment #1	Current Budget
100	001	Construction Management	\$428,177.98	\$0.00	\$428,177.98
100	002	Construction Inspection	\$341,394.02	\$0.00	\$341,394.02
100	003	Survey	\$20,000.00	\$0.00	\$20,000.00
100	099	Reimbursables	\$20,000.00	\$0.00	\$20,000.00
100	100	Atlas: Materials Testing/Sampling	\$48,892.00	\$0.00	\$48,892.00
100	200	Endemic: Environmental Services	\$26,200.00	\$0.00	\$26,200.00
200	001	Construction Management and Inspection	\$0.00	\$224,207.37	\$224,207.37
200	002	Rehab Design	\$0.00	\$59,443.65	\$59,443.65
200	099	Reimbursables	\$0.00	\$2,000.00	\$2,000.00
200	100	Atlas: Construction	\$0.00	\$24,491.50	\$24,491.50
200	200	Endemic: Construction	\$0.00	\$12,540.00	\$12,540.00
200	300	SoCal Geo: Construction	\$0.00	\$12,650.00	\$12,650.00
			\$884,664.00	\$335,332.52	\$1,219,996.52

If you have any questions, please feel free to contact me at (925) 325-3868.

Sincerely,
MARK THOMAS



Eric Lilly, PE, CCM
 Division Manager



COST PROPOSAL FOR PROJECT SCOPE: COMPTON-Artesia Bridge AM #1

													Subconsultants			TOTAL COST
	Sr. Engineering Manager	Technical Lead	Design Engineer II	Design Engineer I	M. Rousta Sr. Resident Engineer	D. Brown Inspector - CM*	S. De La Torre Inspector - CM*	S. Gonzalez Inspector - CM*	Sr. Project Accountant	Sr. Project Coordinator	Total Hours	Total MT Cost	Atlas	Endemic	SoCal Geo	
	\$399.00	\$224.70	\$149.10	\$120.75	\$298.73	\$251.00	\$181.16	\$275.61	\$153.30	\$152.25						
1.0 AMENDMENT #1																
1.1 Construction					320	320	80	116	4	8	848	\$224,207.37	24,492	12,540	12,650	\$273,888.87
1.2 Rehab Design	16	28	180	160					1	3	388	\$59,443.65	-	-	-	\$59,443.65
Subtotal Phase 1	16	28	180	160	320	320	80	116	5	11	1236	\$283,651.02	\$24,492	\$12,540	\$12,650	\$333,332.52
TOTAL HOURS	16	28	180	160	320	320	80	116	5	11	1236					
OTHER DIRECT COSTS												\$2,000.00	\$0	\$0	\$0	\$2,000.00
TOTAL COST	\$6,384	\$6,292	\$26,838	\$19,320	\$95,594	\$80,319	\$14,493	\$31,970	\$767	\$1,675		\$285,651.02	\$24,491.50	\$12,540.00	\$12,650.00	\$335,332.52

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
MARK THOMAS & COMPANY, INC.**

This **FIRST AMENDMENT** to the Professional Services Agreement is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**CITY**”) and **KMARK THOMAS & COMPANY, INC.** (hereinafter referred to as “**CONSULTANT**”).

RECITALS:

WHEREAS, the City will be implementing the Artesia Boulevard Over Alameda Street and ACTA/UPRR Bridge Repair Project (CIP #23-01), which consists of improvements to a specific street within an area in the City; and

WHEREAS, the City has identified a need for a qualified and experienced engineering consulting firm to provide construction management and construction inspection services for the Artesia Boulevard Over Alameda Street and ACTA/UPRR Bridge Repair Project (CIP #23-01); and

WHEREAS, Consultant (Mark Thomas & Company, Inc.) warrants that it is specifically trained, experienced, competent, and has the resources to provide construction management and inspection services on the Artesia Boulevard Over Alameda Street and ACTA/UPRR Bridge Repair Project (CIP #23-01); and

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

WHEREAS, by **Resolution No. 25,908** adopted on the **26th**, of **September 2023**, the City Council authorized the City Manager to accept the proposal of the Consultant and enter into a professional services agreement to provide the necessary services; and

WHEREAS, there is a need to amend the original agreement to provide additional design services and provide additional compensation in the amount of \$335,332.52.

WHEREAS, by Resolution No. _____, adopted on the ____ day of October 2024, the City Council authorized the City Manager to enter into a first (1ST) amendment to the professional services agreement with Consultant; 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 project; 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, do hereby mutually agree to amend the original Agreement as follows:

AMENDMENTS:

1. The parties agree to amend **Section 1 – Services to be rendered by Consultant** of the original Agreement to identify the services to be rendered by the Consultant during the extended term of the Agreement, as specified in **Consultant's "Proposal for Construction Management and Inspection Services for the Artesia Boulevard Over Alameda Street & ACTA/UPRR Bridge Repair Project (CIP# 23-01), dated September 19, 2024,** which is attached hereto and incorporated herein.

2. The parties agree to amend **Section 2 – Duration of Contract** of the original Agreement to extend the term of the Agreement to continue provisions of the contracted services to completion, including, but not limited to the mutually accepted final contract figures, filing of the Notice of Completion.

with the Los Angeles County Recorder's Office and processing the City's authorization for release of the Project construction contractor's retention funds withheld for this Project.

3. The parties agree to amend **Section 3 – Compensation** of the original Agreement to provide additional compensation to Consultant for services rendered during the extended term of the original Agreement, as specified above, in the not-to-exceed amount of **Three Hundred Thirty Five Thousand Three Hundred Thirty Two Dollars and Fifty Two Cents (\$335,332.52).**

4. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Contractor all remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **FIRST AMENDMENT** to the above-identified **PROFESSIONAL SERVICES AGREEMENT**.

MARK THOMAS & COMPANY, INC./CONSULTANT

Dated: _____

By _____
Eric Lilly, PE, CCM, Division Manager

CITY OF COMPTON

Approved by:

Dated: _____

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

Approved as to form:

By _____
Eric J. Perrodin, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Vernell McDaniel, City Clerk

October 22, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF MV TRANSPORTATION, INC., AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A 3-YEAR FIXED ROUTE TRANSIT SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER FOR THE OPERATION AND MAINTENANCE OF THE COMPTON RENAISSANCE TRANSIT SYSTEM (\$6,847,870).

SUMMARY

This resolution will accept the proposal submitted by MV Transportation, Inc. and authorize the City Manager to enter into a three (3) year (i.e. November 18, 2024 through November 19, 2027), fixed route transit service agreement with an option to extend said agreement for two (2) one (1) year periods, and issue a purchase order in the amount of \$2,149,805 for services to be rendered during the first contract year for the operations and maintenance of the Compton Renaissance Transit System.

BACKGROUND

The Compton Renaissance Transit System was developed in October 1995 and developed in conformance with the Public Transportation section of the Circulation Element of the General Plan.

The City of Compton's Renaissance Transit System service has been an integral part of the community for 29 years serving both residents of Compton and adjoining communities. The Renaissance Fixed Route Transit System provides feeder service to the regional and sub-regional transit system, as well as the Metropolitan Transit Authority (MTA) A Line Light Rail Transit System and the Regional Bus Transit System.

The Renaissance Transit Bus System consist of five (5) routes citywide and is currently maintained and operated by MV Transportation, Inc. MV Transportation, Inc. operates the Renaissance Transit Service from 6:00 am to 6:00 pm each weekday and from 9:00 am to 3:00 pm on Saturdays using the City's fleet of 5 Compressed Natural Gas buses.

MV Transportation has been operating the Renaissance Transit Buses since 2003 and has been committed to providing good service to the City of Compton. MV Transportation has a long standing team dedicated to the management and operation of the Compton service based in MV Transportation's Long Beach, CA location. The current agreement with MV Transportation expires on November 19, 2024.

Staff Report – Authorize Contract with
MV Transportation, Inc./Operation of
Compton Renaissance Transit System
October 22, 2024

On July 10, 2024, the Public Works Engineering Department advertised a “Request For Proposals” for the operation and maintenance of the Compton Renaissance Fixed Route Transit System for a period of three (3) years with two (2) one (1) year options.

The RFP requested that the Contractor (s) proposal include the following:

- Qualifications
- Management Structure and Key Personnel
- Financial Viability
- Operations Plan
- Storage and Maintenance Program
- CNG Experience and Management Plan
- Cost

On August 7, 2024, the City received one (1) proposal summarized as follows:

Name of Company	Ranking	1st Year	2nd Year	3rd Year	Total Bid
MV Transportation, Inc.	1	\$2,149,805	\$2,293,777	\$2,404,288	\$6,847,870 over 3 years

Qualifications

MV Transportation, Inc. is a leading passenger transportation contractor in North America, with substantial presence of 138 operating contracts throughout the United States. MV is a U.S. owned and privately held company founded in California. They operate as a contractor to public and private sector partners and are responsible for turnkey management, operations, and maintenance function. MV Transportation, Inc. has provided great service to the City of Compton operating the Compton Renaissance Transit System.

Management Structure and Key Personnel

MV Transportation will leverage the staff resources at its Long Beach, CA operation to provide the City with access to the General Manager, Operations Manager/Site Supervisor, Maintenance Manager, Safety and Training Manager, and the Regional Vice-President to provide regional and corporate support to the City.

Additionally, MV Transportation will make special efforts to attract qualified operators from Compton to fill open positions. These efforts include publication of notice in the local press, local media advertisements and posted notices, and notification at the local unemployment office of available positions.

Staff Report – Authorize Contract with
MV Transportation, Inc./Operation of
Compton Renaissance Transit System
October 22, 2024

Financial Viability

MV Transportation’s financial position is solid and the company has the financial resources and wherewithal to meet its financial obligations. MV Transportation has no adverse financial conditions, including bankruptcy or insolvency.

Operations Plan

MV Transportation performs all administrative and maintenance from its facility located at its Long Beach, CA location. MV Transportation location reduces overall cost for the City and ensures timely response to any service issues. MV Transportation will enhance service quality through improved feedback on operator performance and quarterly operational meetings.

Storage and Maintenance Program

MV Transportation base operations, dispatching, training, maintenance, cleaning, fueling, and vehicle storage from its current facility located at 1850 East 33rd Street, Long Beach, CA 90807. This facility provides approximately 46,194 square feet, including parking lots, and the operations facility is 3,447 square feet. There are two maintenance bays and a bus wash.

CNG Experience and Management Plan

MV Transportation has specific CNG training programs administered by the Maintenance Manager. The Maintenance Manager ensures proper procedures are followed that include detailed instructions on the proper use of engine oil for alternatively fueled vehicles. MV Transportation has developed an excellent relationship with the Natural Gas Vehicle Institute and vendors to provide training in the maintenance, diagnosis and repair of compressed natural gas vehicles.

Cost

The cost to provide operation and maintenance of the Compton Renaissance Transit System for a three year period is as follows:

1st Year	2nd Year	3rd Year	Total Cost
\$2,149,805	\$2,293,777	\$2,404,288	\$6,847,870 over 3 years

STATEMENT OF THE ISSUE

Upon review of the proposal, staff has determined that it is in the best interest of the City of Compton to accept the proposal submitted by MV Transportation, Inc for \$2,149,805 - 1st Year, \$2,293,777 – 2nd Year, and \$2,404,288 - 3rd Year. Additionally, the City, at its discretion, may elect to exercise two (2) one year options at a cost of \$2,521,834 - Option Year 1 and \$2,648,818 – Option Year 2.

Therefore, the Public Works Engineering Department is requesting the City Council's authorization to enter into a three (3) year fixed route transit agreement with MV Transportation, with two (2) one (1) year extension options and issue a purchase order in an amount of \$2,149,805 for services to be rendered in the first contract year to continue providing operations and maintenance for the Renaissance Transit System which serves as a feeder to the regional and sub-regional transit system for the residents of Compton and adjoining communities.

FISCAL IMPACT

The total cost for the operations and maintenance of the Compton Renaissance Fixed Route Transit System for a three (3) year period is Six Million Eight Hundred Forty Seventy Thousand Eight Hundred and Seventy Dollars (\$6,847,870). The City is also requesting an additional \$200,000 annually for fuel and other requested services by the City. As referenced above, if the two (2) one (1) year options are exercised, the cost will be \$2,521,834 for Option Year 1 and \$2,648,818 for Option Year 2.

Operation of the Compton Renaissance Fixed Route Transit System is funded by the Proposition A program. Proposition A is the ½ cent sales tax measure that was approved by the voters in Los Angeles County to finance a Transit Development Program in 1980.

Twenty-five percent of the Proposition A ½ cent sales tax is designated for the Local Return Program funds to be used by cities and the County in developing and/or improving public transit, paratransit, and related transportation infrastructure.

Proposition A Local Return Program is administered by the Los Angeles County Metropolitan Transportation Authority (LACMTA). Funds are distributed directly to the cities on a “per capita” basis. Proposition A funds are distributed on a monthly basis. In Fiscal Year 2024-2025 the City of Compton will receive \$2,636,000.

Therefore, funds in the amount of \$2,000,000 are available in Public Works Engineering Department's 2024-2025 fiscal year budget in Account No. 2000-710-000-4266. The remaining \$149,805 will be available in future city budgets. Additionally, \$200,000 will also be available in future city budgets for fuel and other requested services by the City. Funds for the remaining term of the contract including the two (2) one (1) year options to renew will be available in future city budget.

Staff Report – Authorize Contract with
MV Transportation, Inc./Operation of
Compton Renaissance Transit System
October 22, 2024

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

**JOHN D. STRICKLAND, JR.
DIRECTOR OF PUBLIC WORKS**

APPROVED FOR FORWARDING

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ACCEPTING THE PROPOSAL OF MV TRANSPORTATION, INC. AND
AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIXED ROUTE
TRANSIT SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER
FOR THE OPERATION AND MAINTENANCE OF THE COMPTON
RENAISSANCE TRANSIT SYSTEM (\$6,847,870).**

WHEREAS, the Compton Renaissance Transit System was developed in October 1995 and in conformance with the Public Transportation section of the Circulation Element of the General Plan; and

WHEREAS, the City of Compton's Renaissance Transit System has been an integral part of the community for 29 years serving both residents of Compton and adjoining communities; and

WHEREAS, the Renaissance Fixed Route Transit System provides feeder service to the regional and sub-regional transit system as well as the Metropolitan Transit Authority ("MTA") A Line Light Rail Transit System and the Regional Bus Transit System; and

WHEREAS, the Renaissance Transit Bus Systems consisting of five (5) routes citywide and is currently maintained and operated by MV Transportation, Inc. and operates the Renaissance Transit Service from 6:00 am to 6:00 pm each weekday and from 9:00 am to 3:00 pm on Saturdays using the City's fleet of 5 CNG buses; and

WHEREAS, MV Transportation, Inc. has been operating the Renaissance Transit Buses since 2003 and has been committed to providing good service to the City of Compton and the current agreement with MV Transportation expires on November 18, 2024; and

WHEREAS, on July 10, 2024, the Public Works Engineering Department advertised a "Request For Proposals" for the operation and maintenance of the Compton Renaissance Fixed Route Transit System for a period of three (3) years with two (2) one (1) year options; and

WHEREAS, upon review of the proposal, staff has determined that it is in the best interest of the City of Compton to accept the proposal submitted by MV Transportation, Inc for \$2,149,805 - 1st Year, \$2,293,777 – 2nd Year, and \$2,404,288 - 3rd Year . Additionally, the City, at its discretion, may elect to exercise two (2) one year options at a cost of \$2,521,834 - Option Year 1 and \$2,648,818 – Option Year 2; and

WHEREAS, MV Transportation is the largest American owned transportation company and the largest provider of privately contracted paratransit and fixed route services in California; and

WHEREAS, the total cost of the operations and maintenance of the Compton Renaissance Fixed Route Transit System for a three (3) year period is Six Million Eight Hundred Forty Seven Thousand Eight Hundred Seventy Dollars (\$6,847,870); and

WHEREAS, the City is also requesting an additional \$200,000 for fuel and other requested service by the City; and

WHEREAS, funds in the amount of \$2,000,000 to operate the Compton Renaissance Transit System for the first contract year are available in the Public Works Department 2024-2025 fiscal year budget through the Proposition A Local Return Program funds in Account No. 2000-710-000-4266, the remaining \$149,805 will be available in future city budgets; and an additional \$200,000 annually will also be available in future city budgets for fuel and special services requested by the City; and

WHEREAS, the Public Works Engineering Department is requesting City Council authorization to enter into an agreement with MV Transportation and issue a purchase order in an amount of \$2,149,805 to continue providing operations and maintenance for the Renaissance Transit System which serves as a feeder to the regional and sub-regional transit system for the residents of Compton and adjoining communities.

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

Section 1. That the proposal of MV Transportation, Inc. to provide the operation and maintenance of the Compton Renaissance Transit System is hereby accepted.

Section 2. That the City Manager is authorized, upon the advice and consent of the City Attorney to execute a three (3) year contract (November 19, 2024 through November 18, 2027), with an option to extend the contract for two (2) one (1) year extensions, with MV Transportation, Inc. for the operation and maintenance of the Compton Renaissance Transit System.

Section 3. That the agreed costs for services to be rendered during the term of the contract are as follows: 1st year - \$2,149,805; 2nd year - \$2,293,777; and, 3rd year - \$2,404,288. Should the extension options be exercised, the costs of each extension are as follows: Option Year 1 - \$2,521,834 and Option Year 2 - \$2,648,818.

Section 4. That a purchase order is hereby authorized to be issued to MV Transportation, Inc. in an amount not to exceed Two Million One Hundred Forty Nine Thousand Eight Hundred and Five Dollars (\$2,149,805) for the services to be rendered during the first year of the contract.

Section 5. That a purchase order is hereby authorized to be issued in the amount of Two Hundred Thousand Dollars (\$200,000.00) for fuel and special services requested by the City.

Section 6. That funds in the amount of \$2,000,000 are available in the Public Works Engineering Department's 2024-2025 Fiscal Year budget in Account No. 2000-710-000-4266 for services rendered during the first year of the contract and funds in the amount of \$149,805 will be available in future city budgets.

Section 7. That funds in the amount of \$200,000 will be available in the Public Works Engineering Department future city budgets for fuel and special services requested by the City.

Section 8. That funds needed for the remaining years including the two (2) one year options of the contract shall be appropriated in future City budgets.

Section 9. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Engineering Department.

Section 10. 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 certifies 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-
ABSTAINS: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

**AGREEMENT FOR FIXED ROUTE TRANSIT SERVICES
BETWEEN
MV TRANSPORTATION, INC.
AND
CITY OF COMPTON
[COMPTON RENAISSANCE FIXED ROUTE TRANSIT SYSTEM]**

TABLE OF CONTENT

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**AGREEMENT FOR
FIXED ROUTE TRANSIT SERVICES
BETWEEN
CITY OF COMPTON
and
MV TRANSPORTATION, INC.
[COMPTON RENAISSANCE FIXED ROUTE TRANSIT SYSTEM]**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**City**”) located at 205 South Willowbrook Avenue, Compton, California 90220, and **MV TRANSPORTATION, INC.**, a California Corporation (hereinafter referred to as “**Transit Contractor**” or “**Contractor**”), located at 750 Mason Street, Suite 105, Vacaville, California 95688.

RECITALS:

WHEREAS, the **City** desires to provide fixed route transit service within and nearby the City of Compton, in coordination with other transportation services available in or near the **City** in order to facilitate the use of the entire network of such transportation services by residents of and visitors to the **City**; and

WHEREAS, the **Transit Contractor** has represented that it has the resources, equipment, management personnel and operating personnel, as well as the technical expertise and operating experience necessary to provide such services; and

WHEREAS, the **Transit Contractor** desires to provide such services as are described within this Agreement to the **City** according to the terms of this Agreement; and

WHEREAS, the **City** wishes to engage the **Transit Contractor** to provide these services to the **City** according to the terms of this Agreement; and

WHEREAS, by Resolution No. _____ adopted on the ____ day of October 2024, the City Council authorized the City Manager to enter into a three (3) year contract, with two (2) one (1) year renewal options, with the **Transit Contractor** for the operation and maintenance of the Compton Renaissance Fixed Route Transit System.

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

AGREEMENT:

The **Transit Contractor** shall perform the services hereinafter indicated in accordance with the terms and condition of this Agreement (hereinafter referred to as “**Contract**” or “**Agreement**”), including the terms and conditions included in the **City’s** Request for Proposal, any addenda to the Request for Proposal, the **Contractor’s** initial Proposal and Best and Final Offer, all of which, individually and collectively, are by this reference made a part hereof (hereinafter referred to as “**Contract Documents**”). In the case of any discrepancy among the Contract Documents, the terms and conditions of the Contract shall control.

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1. PARTIES TO THE AGREEMENT:

Section 101: The Parties to this Agreement are:

The **CITY OF COMPTON**, a municipal corporation, having its principal office at 205 South Willowbrook Avenue, Compton, California 90220; and

MV TRANSPORTATION, INC., a California Corporation, having its principal offices at 750 Mason Street, Suite 105, Vacaville, California 95688.

Section 102: Representatives of the Parties

The representatives of the respective parties who are authorized to administer this Agreement and the services governed by it and to whom formal notices, demands and communications shall be directed are as follows:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Department of Public Works
(310) 605-5505
(310) 605-6326 – fax.

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager
(310) 605-5585
(310) 761-1429 – fax.

MV Transportation, Inc.
750 Mason Street, Suite 105
Vacaville, California 95688
Attn: Chief Executive Officer
(972) 391-4911
(972) 391-4960 - fax.

MV Transportation, Inc.
2024 College Street
Elk Horn, IA 51531
Attn: Contracts Administrator
(712) 764-3779
(707) 646-7942 – fax.

Any change made by either party in the authorized representatives or addresses or telephone numbers will be communicated by the party making the change to the other party in writing within five (5) days of the information being made available to the changing party as provided in Section 20 of this Agreement.

2. DEFINITIONS:

The following definitions govern this Agreement:

“Commencement Date” – The date the Contractor begins the operation of fixed route services under this Agreement.

“Deadhead Time/Mileage” - Time or distance - this is the service hours during which vehicles are transported to their appropriate starting and ending points, to and from which they will be placed into passenger service; other non-service use of vehicles such as shuttling a vehicle to and from maintenance, cleaning, or refueling facilities; refueling time; and transporting of a spare vehicle to replace a vehicle that is out of service. The **Transit Contractor** will not be compensated for Deadhead Time or Deadhead Mileage.

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"Idle Time" - Portions of passenger service during which vehicles are not in motion, either when they are waiting to start a new run, when they are ahead of schedule, like the Compton Transit Center Metro Rail Station, following an accident or serious incident, obstructed by traffic or other barriers (for example, at railroad crossings), or otherwise not in motion for reasons of safety, security, or upon instruction from the Dispatcher. Passengers may or *may* not be on board the vehicle during Idle Time. The **Transit Contractor** shall be fully compensated for all Idle Time occurring between the beginning and ending of passenger service except for the time that a principal vehicle spends awaiting repairs after a replacement vehicle has arrived and assumed transportation of the passengers of the inoperative vehicle.

"Passenger Service" - That portion of total vehicle usage for which the **Transit Contractor** shall be compensated, according to the terms of this Agreement. It includes those hours during which the vehicles are available for the boarding, de-boarding or transportation of passengers. "Passenger Service" includes Idle Time but excludes Deadhead Time.

"Project Manager" - **Contractor's** full-time employee in charge of directing and supervising the operation and performance of service.

"Site Supervisor" or "General Manager" - The bidder's full-time employee in charge of the on-site management and monitoring of service.

"Special Services" - The services provided by the **Contractor** that are in addition to the regular services on the routes and lines identified in **Exhibit 1**.

"Vehicles" - Buses that are used by the **Transit Contractor** to provide the service described within this Agreement.

"Vehicle Check-outs" - Formal, specific driver inspection of vehicles, be conducted by drivers prior to each vehicle's placement into Passenger Service. The time spent on this activity shall be considered Deadhead Time.

"Vehicle Service Hours" or "Vehicle Hour" - Those hours during which the vehicles are deployed in Passenger Service.

3. TERM OF AGREEMENT:

This Agreement shall commence on November 19, 2024 and shall continue for three (3) years (November 19, 2024 through November 18, 2027). The Contract term is contingent upon acceptable performance and subject to the provisions governing termination, cancellation, modification, and force majeure as described and defined in subsequent sections of this Agreement. At the discretion of the **City**, and with the agreement of the **Contractor**, this Agreement may be extended for two (2) one (1) year extensions. The **City** shall notify the **Contractor** in writing, at least 90 days prior to the end of the third contract year, whether it intends to exercise one or more of the extension years. If only the first extension year is exercised at the time, the **City** shall provide a similar notice to the **Contractor** at least 90 days prior to the end of the first extension year. The **City** also reserves the right to exercise any extension on a month-to-month basis.

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4. SCOPE OF SERVICES:

The **Transit Contractor** shall provide fixed route transit service to major employment centers, schools, colleges, universities, recreational facilities, shopping centers and other destinations, according to the characteristics of such service as described in this Agreement. Regular services on routes and lines are set forth in "**Exhibit 1**," which is attached hereto and incorporated herein.

The **Transit Contractor** *may* deviate from the characteristics of this service only when it has received written approval from the **City**, or when verbally instructed by the **City** to do so, as in cases of emergency or circumstances beyond the **City's** control, including but not limited to the lack of available funds to continue to support the service described herein at the levels defined within this Agreement.

The service provided shall be in strict accordance with the standards set forth in Section 7 of this Agreement, and shall be subject to the liquidated damages as set forth in Section 10 of this Agreement as well as the provisions for Termination and Cancellation as set forth in Section 14 of this Agreement. Otherwise, provision of service under this Agreement shall be governed by the terms contained in all sections of this Agreement, including attachments hereto. Compensation of the **Transit Contractor** for services provided under this Agreement shall be governed by terms set forth in Section 12 of this Agreement.

Section 401: Special Services

The **City** may, at its discretion, request the **Contractor** to operate special services that are in addition to the lines and routes set forth in **Exhibit 1**. Any such a request shall be made in writing, and shall be made not less than 10 days in advance of the date the special services will be needed.

5. RESPONSIBILITIES OF THE TRANSIT CONTRACTOR:

Section 501: Operation of Vehicles

The time of operations will be between the hours **6:00 A.M. to 6:00 P.M. (12 hours)** Monday through Friday and from **9:00 A.M. to 3:00 P.M. (6 hours)** on Saturdays with no services on Sundays, Christmas Day, Thanksgiving, New Years Day, Memorial Day, Independence Day and Labor Day. The **Transit Contractor** agrees that the projected **17,160 Annual Vehicle Service Hours** can be adjusted upon written notice of the **City** by decreasing or increasing by 10 percent (10%) or less without re-negotiation of basic vehicle service hour unit price. In the event the Annual Vehicle Revenue Hours increase or decrease in excess of 10 percent (10%), then **City** and **Contractor** agree to renegotiate the vehicle service hour unit price.

All vehicles deployed by the **Transit Contractor** in service under this Agreement shall operate according to the following schedule:

- Five (5) vehicles shall be deployed in passenger service Mondays through Fridays, for a period of twelve (12) hours of passenger service per day, per vehicle.

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- Five (5) vehicles shall be deployed in passenger service on Saturdays for a period of six (6) hours of passenger service per day, per vehicle.
- A minimum of one (1) additional vehicle shall be maintained as a spare vehicle as provided in this Agreement. The **City** and **Contractor** shall negotiate a rate per revenue service hour to be used when **Contractor** provided equipment is used.

No service will be provided on the following holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Cancellation of service on any other days will occur only by mutual agreement between the **City** and the **Transit Contractor**.

Vehicles will stop to pick up or discharge passengers, including wheelchair occupants and other disabled persons, at all stops along each route identified by the **City**.

All vehicles will arrive at and depart from each stop along each route according to the times identified for each stop by the **City**.

Modifications to routes, stops and schedules may be made by the **City** so long as total daily vehicle service hours and daily vehicle mileage are not altered by more than 10 percent. Modifications which exceed or violate these parameters must be agreed to by mutual consent of the **City** and **Transit Contractor**. The **City** must notify the **Transit Contractor** in writing of its direction to modify service parameters at least 30 days prior to the date on which it wishes such modifications to commence. All vehicles must be driven only by qualified drivers, as defined in Section 503 of this Agreement.

At the option of the **City**, one additional vehicle shall be deployed in Passenger Service between the hours of 6:00 a.m. to 8:00 a.m. and between 2:00 p.m. to 4:00 p.m., or any other regularly scheduled two-hour periods as designated by the **City** ("Tripper Service"). All vehicles will be operated strictly on the routes identified in **Exhibit 1** of this Contract, on such routes as amended by the **City** if the spare vehicle is not required for maintenance.

Section 502: Driver Responsibilities

All drivers employed by the **Transit Contractor** under this Agreement and assigned to operate the vehicles deployed under this Agreement shall meet the requirements described in Section 503 below. Operating and related responsibilities of such drivers shall include, but not be limited to:

Careful, Lawful Driving - All drivers shall obey posted speed limits at all times and under all circumstances, shall be alert and shall drive attentively and defensively at all times when operating vehicles under this Agreement.

Pick-Ups/Drop-offs - All drivers must pick up and drop off any and all passengers awaiting service at any and every designated stop, or wishing to disembark at any designated

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stop, including wheelchair occupants and other disabled persons. Ample time shall be provided for safe and careful boarding and disembarking, for fare collection, and for record keeping and other procedures related to the safe and accountable operation of the vehicle. Operators shall not pick up passengers if the bus is full.

Passenger Assistance - All drivers shall provide special assistance to wheelchair occupants and any other passengers requiring special assistance or care, including elderly and ambulatory disabled persons, and parents carrying infants or small children. Drivers will not be permitted to physically lift passengers on or off the vehicle or the wheelchair lift. Nor will drivers be required to assist passengers with grocery bags, market carts, carriages, or other objects accompanying passenger. However, sufficient but not unreasonable time shall be provided to such passengers at any stops to load their belongings onto the vehicle, and/or to unload them during disembarking.

Problems and Incidents - Without physical involvement, drivers will be expected to maintain a safe, calm and secure rider-ship environment on-board, including admonishing riders displaying disruptive or dangerous behavior, and shall report riders in violation of such standards to dispatchers immediately via radio. Drivers will be required to complete Incident Reports for any occurrence, which has disrupted, or threatened to disrupt, the rider-ship environment, or which involved harm to, or threatened to harm, any other passengers.

Vehicle Check-outs - Before the beginning of every a.m. run or before any vehicle is placed into Passenger Service at any time during the operating day, the driver shall perform a complete vehicle check-out, using a form provided by the **Transit Contractor** and approved by the **City**, to ensure that the vehicle is in safe working order.

Fare Collection and Rider-ship Validation - All drivers shall collect as fare the appropriate amount of cash, tickets, transfer coupons or other fare instruments as are required by the **City**, and shall deposit such fare instruments into fare boxes or (in the case of tickets or transfer coupons) other receptacles for their collection. Drivers shall monitor and approve of all "free-fare" passes, such as those used by disabled and elderly residents.

All drivers must also enforce fare collection eligibility requirements. Passengers refusing to pay the required fare shall be denied rider-ship. If such a denial might reasonably threaten the driver's security, rider-ship without appropriate fare shall be permitted; immediately thereafter, the driver shall radio the Dispatcher of the presence of an unauthorized rider and note this fact on his or her Driver's Log.

Passenger Counting - All drivers shall record all boarding passengers, whether paying by cash, transfer or riding free via pass, on the appropriate passenger-counting mechanism.

Transfers - All drivers shall sell and record intersystem transfers and shall sell or pass out, free of charge, intra-system transfers, according to the policies governing intra-system transfers established by the **City**. The money from the sale of these transfers shall be deposited in fare boxes along with other revenues collected. Further, all drivers shall accept and record both intra- and intersystem transfers and shall store them in the appropriate receptacles.

Record-Keeping - All drivers shall complete a Driver's Log for each run throughout the operating day. Drivers shall complete the Vehicle Check-out Form, to be provided by the **Transit Contractor**, and all other forms as may be required by the **Transit Contractor**. Such

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forms shall never be filled out while the vehicle is in motion, or in the traffic stream awaiting motion. The Driver's Log shall include, at a minimum, the following information:

- Arrival and departure times at the system's focal point;
- All incidents or accidents requiring the driver's services, attention or involvement;
- Reasons for any and all lateness in violation of the performance standards set forth in Section 7 of this Agreement; and
- The driver's name, beginning and ending times of his/her shift and beginning and ending mileage of the vehicle.

Reporting Accidents and Incidents - Following each accident or incident, all drivers must completely fill out the appropriate forms (to be provided by the **Transit Contractor**, reviewed and approved by the **City**).

Accident Reports must be filled out immediately following the accident, while the driver is awaiting a replacement vehicle, except when the driver must assist passengers or attend to other matters related to the accident or its aftermath (e.g., radioing the Dispatcher, recording information about the other vehicle or pedestrian involved, informing passengers that a replacement vehicle will soon be arriving, etc.). Incident Reports shall be filled out during vehicle recovery or Idle Time (i.e., at the end of a run) or during idle periods (e.g., at the Compton Transit Center station, at stops when the vehicle has arrived in advanced of its schedule, etc.). All drivers shall submit all accident or incident reports to their supervisors at the earliest possible opportunity at the end of their work shift.

Radio Communications with Dispatcher - All drivers must maintain constant radio communications with the Dispatcher, and must obey the Dispatcher's instructions at all time.

Reporting Complaints to Site Supervisor or other Management Personnel – All drivers must note passenger complaints on forms provided for such by the **Transit Contractor**, and must submit all such complaints to the Site Manager or Supervisor during, or at the end of their work shift.

Identification and Appearance - All drivers must wear a uniform identifying them as a Compton Transit Driver, and must wear identification, including the driver's name, number or other identification notation. Drivers must be neat and clean, notwithstanding the compromises to this that stem from the performance of their responsibilities under this Agreement.

Sobriety - All drivers must be sober, drug-free, and free from the smell of alcoholic beverages and cigarette smoke. Smoking or drinking shall not be permitted on vehicles at any time, including during the Idle Time or Deadhead Time.

Transit Contractor shall be in compliance with the US DOT Drug and Alcohol testing program as outlined in 49 CFR parts 653 & 654 and 49 CFR part 40, and shall provide the **City** with the results of its drug and alcohol testing program on an annual basis. Annual reports of its employees test results shall be due to the **City** no later than March 1 of each contract year. These test results shall cover January 1 to December 31 of the previous calendar year.

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Transit Contractor shall review a current Department of Motor Vehicles (DMV) report on all of its bus operator applicants and shall reject any with three or more moving violations within the past two years or any with one (1) DUI violation within the past five years. **Transit Contractor** shall require that all vehicle operator applicants submit employment history dating back 10 years which describes fully the reasons for leaving each job.

Section 503: Driver Qualifications and Training

All drivers must possess a valid California Commercial Driver's License with an accompanying medical examiner's certificate, and any other licenses or permits required by applicable Federal, State or local statutes or regulations pertaining to the operation of vehicles under this Agreement.

All drivers assigned to the operation of a vehicle under this Agreement shall have received training in the following areas, either from the **Contractor** or from an individual or organization acceptable to the **Contractor**:

- Defensive driving
- Cardiopulmonary Resuscitation (CPR)
- Emergency first aid
- Passenger handling and care
- Wheelchair lift operation
- Handling of, and sensitivity to, disabled persons
- Vehicle handling and care
- Record-keeping
- Radio procedures and codes
- Service area orientation

Any driver not familiar with a route to which he or she is assigned must first serve an on-board apprenticeship for the route, to include a minimum of one run as an observer and two runs as a driver, with a supervisor present to observe the driver's operation of the vehicle and adherence to the route and other system parameters.

Before providing service under this Agreement, each driver must submit to and pass a drug-screening test administered by the **Transit Contractor** or its agent. Any driver of a vehicle involved in an accident must receive a drug-screening test to be administered as soon as possible after the accident in accordance with the regulations promulgated by the Federal Transit Administration.

Section 504: Driver Compliance with Applicable Laws and Regulations

All drivers providing service under this Agreement shall perform their responsibilities within this Agreement in accordance with all laws, regulations and governing labor practices, including provisions for maximum "spread time" and other laws relating to driver safety, comfort and performance.

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Section 505: Project Manager

The **Transit Contractor** shall assign a Project Manager to supervise and direct the **Contractor's** performance of all responsibilities described in this Agreement. The Project Manager or a designated substitute shall be accessible to representatives to the **City** at all times, within a reasonable period of notification or verbal request. The **Contractor** must identify the person it intends to occupy that position.

Section 506: Site Supervisor

A full-time Site Supervisor shall be assigned to monitor and supervise the operation. In addition to the Site Supervisor's other responsibilities, he or she must be present either at the system's focal point (Compton Transit Center) or on a route or a vehicle, Monday through Friday, from 7:30 a.m. to 9:30 a.m. and from 2:00 p.m. to 4:00 p.m. The **Contractor** must identify the person it intends to occupy that position. In addition, the **Contractor** must also identify the person(s) it intends to occupy Maintenance Manager and Operation Manager positions.

Section 507: Dispatcher

The **Transit Contractor** shall have trained dispatch personnel to be in constant radio contact with drivers of all vehicles operated in service under this Agreement. In addition to maintaining routine contact with vehicles, dispatch personnel shall:

- Handle emergency situations, instructing drivers what to do, and what not to do according to their best judgment under the circumstances.
- Contact emergency agencies and organizations, such as police, fire departments, paramedics, hospitals, etc.
- Contact **Transit Contractor** supervisors in the event of serious problems (accidents, seizures, violence, earthquakes, strikes, etc.).
- Monitor driver performance and adherence to schedules.

Section 508: Supervisorial and Management Responsibilities

The **Transit Contractor** shall be responsible for the following:

Dispatching and Supervision: **Transit Contractor** shall provide all facilities, support equipment, supplies and personnel necessary to carry out and sustain efficient, effective dispatching and supervisory oversight of the Compton Renaissance service. **Transit Contractor** shall have a minimum of one road supervisor, with a route service truck, equipment and supplies, available at all times during the Compton Renaissance service hours of operation. Further, **Contractor** must have a dispatcher or supervising employee available by telephone and radio at all times that the Compton Renaissance buses are in service. The supervising employee may be a dispatcher, operations or maintenance supervisor, or other management employee; however, this employee must be assigned at least part of the time to providing the transit service.

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Recruiting: The **Transit Contractor** shall seek out qualified, and wherever possible, experienced drivers and other support staff with accident-free and violation-free driving records. In all cases, the **Transit Contractor** must be able to demonstrate that it has made "special efforts" to recruit drivers meeting its standards and conforming to the priorities established in this subsection, who reside within the City of Compton. Such "special efforts" shall include, but not be limited to:

- Publication of notices in local press
- Advertisement in local media - posting of notices in public places
- Notification in local unemployment offices

Hiring/Firing/Discipline/Promotion/Demotion: The **Transit Contractor** shall maintain and conduct a formal personnel program, with carefully established procedures for performance evaluation, disciplinary action and dismissal, as well as standards for promotion and demotion. Hiring efforts should include strong and formal affirmative action efforts, and preference should be placed on hiring bilingual drivers whenever possible, commensurate with other hiring criteria and driver qualifications.

Should the **City** identify a driver whose conduct, attitude or demeanor is not consistent with the general quality and standards of this Agreement, the **City** shall have the right to ask the **Transit Contractor** in writing to remove the driver from service. Upon such a request, and subject to mutual agreement by the **Contractor**, the driver shall be removed within two weeks, except that such removal shall be immediate if the driver's conduct reasonably threatens, or may be expected to threaten, the safety and/or security of any passengers.

Training: The **Transit Contractor** shall be responsible for providing training, or ensuring that drivers have reviewed and successfully "passed" such training, as defined in Section 503 above. Drivers must have received ALL elements of training before being assigned to the operation of a vehicle in Passenger Service under this Agreement, except that a portion of the following types of training may be provided "on-the-job" if and only if, supervised by a qualified driver throughout the training period:

- Sensitivity training
- Record-keeping
- Radio procedures and codes
- Service area orientation

Scheduling of Vehicles and Assignment of Drivers: All vehicles should be assigned to either deployment, preventive or ad hoc maintenance, or positioned as "spare vehicles."

Scheduling of Back-up Drivers: The **Transit Contractor** shall maintain a roster of qualified "back-up" drivers who are "on call" and who are trained to perform the service and who are familiar with the routes to be driven. The **Transit Contractor** may also utilize drivers from other services operated by the **Contractor** as "back-up" drivers as long as they are trained to perform the service and who are familiar with the routes to be driven. The **Contractor** shall institute a procedure whereby drivers unable to work must inform the Site Supervisor or other management personnel before a certain time, permitting the management to replace him or her with a back-up driver. All back-up drivers must report for duty and begin service on schedule.

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Collection and Transfer of Fares; Transfer Coupons: On a daily basis, the **Transit Contractor** shall remove the vaults from each fare box, collect and transfer the fares to the City Treasurer (or other agent designated by the **City**) for counting. Also on a daily basis, all transfers collected shall be organized in batches by route and kept for a period of at least one month following the day of service on which they were collected. Unless transfers for specific days are requested by the **City**, the **Transit Contractor** shall turn over to the **City** the batched transfers for two weekdays each month, along with the billing and other administrative forms and reports submitted monthly.

In collecting and monitoring fares, the **Transit Contractor** shall use only those fare boxes dedicated solely to the **City** and none other. Nor shall fare box vaults dedicated to the **City** be used in fare collection efforts for other cities or systems. Should vaults become filled, the **Transit Contractor** shall pull the first vault and install a second for completion of the route's operation for that day.

Log Review: The Site Supervisor, or in his or her absence, other management personnel shall review Driver's Logs daily. After being reviewed, logs shall remain on file with the **Transit Contractor** for a period of not less than 90 days, and shall be subject to inspection by the **City** at any time during normal business hours. Review of Driver's Logs shall include, but not be limited the following:

- On-time performance
- Incidents
- Complaints

Information from the log review should form the basis for the Daily Summaries and Monthly, Quarterly and annual Reports submitted by the **Transit Contractor** to the **City**.

Daily Summaries: On a monthly basis and in conjunction with billing and other administrative submittal, the **Transit Contractor** shall compile and submit copies of Daily Summaries containing, at minimum the following information, desegregated by route:

- Number of unlinked passenger trips, by type of fare payment including transfers.
- Number of vehicle miles of service operated.
- Number of vehicle hours of service operated.
- Number of "late" vehicles, missed runs, and other violations of the performance standards specified within this Agreement.
- Copies of incident reports.
- Summary of complaints reported by drivers (both from passengers and about passengers).
- Any videotapes of any incidents of concern to drivers.

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- Other information about the system which the **Transit Contractor** would like the **City** to address.

Monthly, Quarterly and Annual Reports: The **Transit Contractor** shall submit to the **City** on a monthly, quarterly and annual basis, reports summarizing the information contained in Daily Summaries. Of particular importance is the identification of levels of performance with respect to the service standards specified in this Agreement. Detailed, desegregated information contained in Daily Summaries need not be presented again in desegregated form in these Summaries and Reports. Forms for use in preparing Daily Summaries and compiling Monthly, Quarterly and Annual Reports will be provided by the **Transit Contractor**, reviewed and approved by the **City**. The **Contractor** shall also submit to the **City** DBE reports and EEO/Affirmative Action reports.

Monitoring and Supervision of Driving and Maintenance Personnel: The **contractor's** Site Supervisor shall supervise and monitor the performance of all driving personnel engaged in service under this Agreement. In addition, the Operations or Project Manager or other management personnel shall supervise and monitor the performance of and records pertaining to all maintenance of vehicles used in the performance of service within this Agreement. Driver performance must conform to the standards set forth in this Agreement. Driver performance must conform to the **Contractor's** established standards for maintenance, as well as comply with CHP, Federal and other regulations and requirements associated with maintenance, including those specified by the vehicles' manufacturers.

Preparation and Submittal of Accident and Incident Reports: The **Transit Contractor** shall submit copies of all incident and accident reports submitted by drivers, and shall in addition submit comprehensive reports involving all accidents and any serious incidents, prepared by the Site Supervisor and/or Operations or Project Manager or other management personnel following his or her investigation of such accident or incident. Information about all accidents and about major incidents shall be conveyed by telephone to the **City** immediately following the **Transit Contractor's** knowledge of such, but in no case later than early morning on the first working day following the accident or incident. Such verbal reports shall be followed by the required written reports, which shall be submitted within three (3) working days following the accident or incident.

In the event of an accident, the **Transit Contractor** shall comply with all applicable State laws, rules and regulations.

Invoicing and Billing: The **Transit Contractor** shall invoice the **City** for all service performed under this Agreement on a monthly basis. Invoices should document the number of Vehicle Service hours provided, and be accompanied by all reports and summaries identified and described in this subsection. Invoices shall be submitted within five (5) working days following the last day of service in any given month in order for payment by the **City** to be made within its next regular payment cycle. **City** shall pay the Transit Contractor within 30 days, or as promptly as fiscal procedures may permit, on receipt of **Contractor's** invoice.

Dispatching and Radio Communications: All vehicles used in the performance of service under this Agreement shall contain functioning two-way radios. All vehicles shall remain in constant radio contact with the **Contractor's** Dispatcher via an open radio channel (which may be shared with other vehicles and systems under the **Contractor's** control) and all pertinent information regarding operation and/or any problems involved in the provision of

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service (including running more than five minutes behind schedule) shall be communicated to the Dispatcher.

Videotaping: Each vehicle used in service under this Agreement shall contain a functioning videotape unit mounted in the front of the passenger compartment. Each vehicle shall maintain a functioning recording unit with a panic/emergency button that will, when activated, record any unusual incidents, emergencies or individuals exhibiting suspicious or threatening behavior. All tapes shall be turned in to the Site Supervisor, Operations or Project Manager or other management personnel, sorted by route and operating period and maintained for one week.

Videotapes for a given route and time segment may be requested by the **City**, and if so, shall be turned over to the **City**, except that such request must be made by the **City** within one week of the date on which the video was made.

An inoperable videotape machine shall be cause for pulling a vehicle out of service and replacing it with a spare vehicle equipped with an operable videotape machine, or for replacing the failed videotape machine.

Submittal of Complaints: The **Transit Contractor** shall submit all complaints by drivers regarding operating conditions, policy problems, specific passenger, etc., to the **City** on a regular basis. In addition, the **Transit Contractor** shall submit to the **City** all complaints received by passengers, which the **Transit Contractor** cannot address, or which it feels it is not obligated, entitled or compensated to address.

Coordination Arrangements: The **Transit Contractor** shall respect and honor any and all coordination arrangements made by the **City** between its transportation system and any other transportation systems, public or private. Such arrangements shall include, but not be limited to:

- Accepting transfers as full or partial payment of fares.
- Selling transfers for service on other systems.
- Modifying schedules and dwell times (at the **City's** instruction) to accommodate other systems.
- Sharing bus bays at Metro Rail Stations, transfer terminals, park-in-ride lots or other multi-modal facilities.
- Respecting the operating needs of other transportation systems, to the degree that they do not interfere with the Contractor's provision of service or performance of other responsibilities as described within this Agreement.

Monitoring Vehicle Check-outs: The **Contractor's** Site Supervisor and/or Operations or Project Manager or other management personnel shall monitor the performance of vehicle check-outs by all drivers, review vehicle check-outs on a daily basis, and submit copies of forms noting any problems requiring maintenance attention to the appropriate maintenance personnel. The presence of any item which might reasonably prove to be, or develop into, a safety hazard shall be cause for immediate removal from service of the vehicle in question and its replacement with a spare vehicle.

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Monitoring Driver Sobriety: To the best of his/her ability, the Site Supervisor and/or Project Manager or other management personnel shall observe each driver at the beginning of each shift and confirm each driver's ability to operate the vehicle safely and alertly.

6. VEHICLES, MATERIALS AND EQUIPMENT:

Section 601: Vehicles

Revenue Vehicles: The **City** shall provide sufficient revenue vehicles, including spares, for use by the **Contractor** in providing the services required under the Contract. The vehicles provided by the **City** shall not be used for any non-revenue purposes with the exception of training.

Initial Inspection and Condition Upon Return: Prior to the Commencement Date, the **Contractor** shall participate with the **City** in an acceptance inspection of the revenue vehicles for purposes of establishing the overall condition of the revenue vehicles as of the time the **Contractor** commences work under the Contract. Following the Commencement Date, the **Contractor** shall assume responsibility for maintenance and repair of the revenue vehicles in accordance with this Contract. Upon termination of the Contract (for whatever reason), the **Contractor** shall warrant the revenue vehicles to have been properly serviced, maintained, and in good repair, and shall return such vehicles to the **City** in sound mechanical condition, subject to ordinary wear and tear.

Spare Ratio: The **City** will supply the **Contractor** with a sufficient number of revenue vehicles in order to provide a 10 percent spare ratio. The **Contractor** will then be responsible for maintaining a spare ratio of 10 percent throughout the Contract term.

Non-Revenue Vehicles: The **Contractor** shall provide all other vehicles for supervision, towing, repair, and any other purpose as services under the Contract may require. The vehicles, supplied by the **Contractor**, must not exceed two years of age or 50,000 miles on the Commencement Date. The **Contractor** shall provide and maintain at least two fully operational ADA accessible non-revenue vehicles. The **City** reserves the right to reject any vehicle supplied by the **Contractor** that does not adequately satisfy the **City's** quality standards.

Section 602: Maintenance

Vehicle Maintenance Standards: The **Contractor** shall, at all times during the contract term, comply with the mechanical, safety, and appearance standards set forth by the California Department of Transportation. The **Contractor** shall, at its sole expense, cause all components of each revenue vehicle and non-revenue vehicle, including body, engines, transmissions, tires, frame, furnishings, mechanical, electrical, pneumatic, hydraulic, or other operating systems, to be maintained in proper working condition and free from damage and malfunction. The **Contractor** shall, at its sole expense, cause any such vehicle damaged in any accident or otherwise to be repaired or replaced. In the case of damage impairing the safe mechanical operation or proper appearance of the vehicle, such replacement must be made immediately. At a minimum, **Contractor**-supplied vehicles must be maintained using the same

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preventive maintenance, graphic, and cleanliness standards as the **City**-provided revenue vehicles.

Vehicle Appearance: The **Contractor** shall be responsible for maintaining the appearance of all revenue vehicles and non-revenue vehicles. All vehicles must be kept clean including, but not limited to, the following actions: the exterior (including front and rear) must be washed at least 3 times a week; interiors must be swept or vacuumed daily; all dirt, debris, graffiti, and trash must be removed daily; and any worn, broken, cut, torn or vandalized components that are visible, or accessible by the public, must be repaired or replaced promptly to eliminate hazards, minimize discomfort, and/or maintain appearance. The monthly cleaning procedure must include, but need not be limited to, all areas of the vehicle including bumpers, wheels, aluminum wheels, windows, panels, and seats.

Inspections: Each revenue vehicle and non-revenue vehicle must receive a daily pre-trip inspection by the operator prior to being placed in service and at each change in operators. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. A record of all such inspections shall be kept by the **Contractor** and be available to the **City** as part of the scheduled operations report. The **Contractor** shall maintain a satisfactory California Highway Patrol (CHP) terminal inspection throughout the term of the Contract. If the **Contractor** receives an unsatisfactory rating from CHP, the **Contractor** shall so notify the **City** by telephone and in writing immediately and shall identify steps which will be taken to correct any deficiencies. If any revenue vehicle is shut down by a cognizant authority, including the **City**, as a result of an unsatisfactory rating by CHP, the vehicle subject to the shut down shall not be operated and liquidated damages of \$1,000/day/vehicle shall be assessed, until a satisfactory inspection report is obtained. If the vehicle is shut down by CHP due to a defect, which the **City** agrees was due to the manufacturer, the liquidated damages shall not apply.

The **City** reserves the right in its sole discretion to review maintenance records, and to inspect and reject temporarily or permanently, by notice to the **Contractor**, any vehicle the **Contractor** utilizes which the **City** deems unacceptable. In the event any revenue vehicle is rejected temporarily by the **City** as a result of deficient vehicle condition or appearance, liquidated damages in the amount of \$750/day/vehicle shall be assessed, until the condition is corrected by the **Contractor** to the satisfaction of the **City**. In the event any revenue vehicle is rejected permanently by the **City** as a result of vehicle condition, the **Contractor** shall replace such vehicle and will be assessed liquidated damages in the amount of \$750/day/vehicle, until such vehicle is replaced by the **Contractor** with one that is satisfactory to the **City**.

Preventive Maintenance: The **Contractor** shall perform routine preventive maintenance inspections and servicing at intervals of 6,000 miles or the recommended vehicle manufacturer's specifications, whichever is lower. The **Contractor** shall also conduct more extensive inspection and servicing at 12,000 mile intervals or as specified by the transit vehicle manufacturer, whichever is lower. The **Contractor** shall conduct an annual or 48,000 mile preventive maintenance inspection containing all items required by the component manufacturer. In no event shall the **Contractor** be more than 500 miles late in any preventative maintenance inspection. The **Contractor** shall submit weekly summaries of preventative maintenance inspections to the **City**. The **Contractor** shall also conduct weekly brake/safety inspections.

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Fluid Analysis: As part of its maintenance program, the **Contractor** shall participate in the **City's** fluid analysis program. At the appropriate times, the **City** personnel will retrieve samples of the required fluids and have them analyzed at a facility selected by the **City** at the **Contractor's** expense. The fluids covered by this program and the applicable requirements are as follows:

- Engine Oil shall be analyzed in advance of each preventive maintenance inspection, as directed by the City, and each unscheduled oil change.
- Transmission fluid shall be analyzed each time it is drained and replaced, in accordance with the applicable schedule.
- Fuel, Coolant and Differential Fluid shall be analyzed at intervals determined by the **City**.
- Synthetic Oils shall be analyzed in accordance with a schedule determined by the **City**.

Synthetic Lubricants: The **Contractor** shall, in consultation with the **City**, implement a program for conversion to the use of synthetic lubricants in the revenue vehicles, including transmission fluid, engine oil, differential fluid, and hydraulic fluid. The **Contractor** shall obtain the **City's** advance approval of any synthetic lubricants it intends to use in the revenue vehicles and any changes in the **City**-approved synthetic oil program.

Record Keeping: The **City** may provide an automated Vehicle Maintenance Management System (VMMS) to be used as a stand-alone system or in addition to the **Contractor's** standard vehicle record keeping system. The VMMS shall be used to record, monitor, and report on all vehicle maintenance, inspections, parts utilization, fueling, and repair activities and will be directly interfaced to the **City's** computer system. All of the required data will be entered into the VMMS system by the Contractor on a weekly basis.

Applicable Codes and Regulations: The **Contractor** will be responsible for assuring that vehicles utilized in service under the Contract shall be safe for operation on public streets and freeways and meet all requirements of the California Vehicle Code. All parts of vehicles and all equipment mounted on or in the vehicles shall conform to the California Vehicle Safety Standards, California Administrative Code, Title 13, the Americans with Disabilities Act (ADA), and the CHP Motor Carrier Safety Regulations. Each revenue vehicle is required to be inspected at least annually by CHP. The **City** shall be notified of inspections performed by any other governmental agency, which meets or exceeds the criteria for inspection established by the CHP. Results of such inspections shall be transmitted to the **City**, and any applicable signed certification shall be displayed or carried on the vehicles.

Response Times and Actions: In the event of a trouble call, the **Contractor** shall be expected to promptly dispatch a substitute revenue vehicle and to call a tow truck (if appropriate). The maximum response time (i.e., the time between the receipts of a trouble call until the arrival of a substitute vehicle) shall be one hour. The **City** reserves the right to establish additional criteria regarding the reliability of the **Contractor's** response in the event of breakdowns.

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The **Contractor** shall remove any vehicle disabled by accident, mechanical problems, or any other reason, from the scene within 1 1/2 hours after the first report. If the vehicle must be towed, the full vehicle must be covered by a tarpaulin or other means.

Permits and Fees: Licensing fees from other governmental entities which are specifically required for revenue vehicles operated in service under the Contract (except DMV vehicle licenses) will be paid by the **City**.

Section 603: Warranty and Repairs

Responsibility: The **Contractor** shall be responsible for the exercise and enforcement of all warranties relating to the revenue vehicles and to all systems, components, and subcomponents thereof, and shall also be responsible for taking all available actions to assure that all warranty covered repairs are performed in a timely fashion.

Notice of Defects: If the **Contractor** detects a defect or malfunction within the applicable warranty period, the **Contractor** shall promptly notify the **City** of the actions it is taking to enforce the warranty. Following commencement of the warranty repair process, the **Contractor** shall promptly notify the **City** of any disagreements or disputes with the equipment manufacturer or supplier regarding warranty coverage.

Training: The **Contractor** shall assure that all appropriate maintenance personnel receive a training class on warranty procedures for the revenue vehicles and all systems, components, and subcomponents thereof.

The City Role: The **City** agrees that it will take whatever actions may be appropriate to assist the **Contractor** in assuring timely warranty repairs and resolving any warranty disputes. Upon request of the **Contractor**, the **City** will directly contact the equipment manufacturer or supplier to pursue the prompt resolution of warranty issues.

CNG Responsibilities: The **Contractor** shall be responsible for the safe, efficient, and effective operation, maintenance, and fueling of the **City** CNG revenue vehicles. The **Contractor** shall ensure that all appropriate personnel are adequately trained in the operation, maintenance, and fueling of CNG vehicles.

In providing services under the Contract, the **Contractor** shall comply with all aspects of its CNG Management Plan, including its CNG training plan and its CNG fuel island safety procedures. In addition, the **City** reserves the right to require additional training as may be appropriate, including refresher CNG training.

The **Contractor** shall provide a report to the **City** at least twice each month during the contract term that identifies any issues or problems that have arisen in connection with the operation or maintenance of the CNG vehicles.

Section 6.04 Materials and Equipment

The **Contractor** shall be responsible for the proper maintenance and repair of all materials and equipment used to provide services under the Contract.

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Communications Equipment: The **City** shall provide a two-way mobile communications system in each revenue vehicle. The **Contractor** is responsible *for* all air time costs, and also responsible *for* providing additional radios as necessary to link all supervisor vehicles, revenue vehicles, dispatching facilities, maintenance facilities and vehicles, supervisory personnel, and the **City** in a communication network. The communications system shall enable operators to communicate directly with a dispatcher during revenue service hours. The **Contractor's** dispatcher must have direct access to a telephone at all times.

The radio communication system must cover, without dead spots, the routes of services, storage and maintenance facilities, and the dispatch location. Any re-installation of radios or installation of new radios in the **City** vehicles will be according to the vehicle manufacturer's recommendations and will be subject to the **City** approval. The **Contractor** is responsible for maintaining the radio system in good operating condition and making any necessary repairs.

Fare Collection Equipment: The **City** shall provide a complete fare box and related fare collection equipment in every revenue vehicle. The **City** shall also provide a vault, probing unit, computer, and other necessary equipment. The **Contractor** is responsible for the probing, at the end of daily revenue operation, both the fare box and Debit Card Validator (where applicable) on every revenue vehicle used, and for ensuring that the data received is accurate and timely. The **Contractor** is required to repair and maintain the fare boxes and all related fare collection equipment. The **Contractor** is also responsible for the proper operation, training, and maintenance of all diagnostic equipment and spare parts.

Tires: The **Contractor** shall be responsible for providing (through purchase or lease) all tires and spares for all revenue and non-revenue vehicles. The **Contractor** shall be responsible, at the end of the contract term, for returning the revenue vehicles with tires that meet the following standards:

- (1) Front axle. Tires shall have a tread depth of 12/32" minimum. Recapped or regrooved tires are not acceptable.
- (2) Rear axle. Tires should have a tread depth of 8/32" minimum. The tire height between two tires on the same hub should not vary more than 3/32".
- (3) Tires with cuts, grooves, or evidence of curb damage (past the manufacturers rub bars) are not acceptable.

Destination Signs: The **Contractor** shall perform required maintenance to ensure constant display on all vehicle destination signs. As specified in writing by the **City**, the **Contractor** shall from time to time revise destination sign readings to reflect route changes or other relevant service information.

Supplies and Miscellaneous: At its sole expense, the **Contractor** shall provide, and maintain stores of, lubricants, spare parts, and supplies necessary for the orderly maintenance and operation of revenue vehicles. The **Contractor** shall properly store and dispose of all materials, without limitation, required in the operation of the services under the Contract.

Identification and Markings: All vehicles used in service under this Contract shall be identified by a distinct color scheme for each route and a logo established by the **City**. Back-up vehicles shall also be so marked or shall display magnetic signs bearing the

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appropriate route colors and the logo while deployed in Passenger Service. Vehicles shall also display other information by the **City**, if the **City** chooses to include such markings, such as "Funded by the City of Compton".

Unless authorized by the **City**, the **Contractor** shall not mark, or post upon the exterior or interior of any vehicle used in service within the Contract, any form of advertising. Should the **City** choose to post advertising in the vehicles, the **City** shall reimburse the **Contractor** for the costs of installing such advertising, and any revenues derived from the sale of such advertising shall accrue to, and only to, the **City**.

Maintenance and Cleaning: All vehicles used in the provision of service under the Contract, whether regularly deployed or used as spare vehicles, shall be regularly maintained in accordance with the manufacturer's or vehicle converter's recommended procedures, including compliance with all intervals specified for inspection, testing, replacement and/or reconditioning of all subsystems, components and fluids. Maintenance records for all vehicles used in the performance of service under this Contract shall be maintained for a period of three years by the **Contractor**, and shall be subject to inspection by the **City** of its designated agents at any time during normal business hours. Vehicle exteriors shall be cleaned at least two times each week, and interiors cleaned at least once each week.

Condition and Satisfaction of Legal Requirements: All vehicles must be in sound working order, and must otherwise comply with all existing Federal, State and local statutes, ordinances, rules and regulations pertaining to the safe operation of such vehicles. They must be duly registered and licensed for passenger operations by the State of California. The **Contractor** shall provide the **City** with such documentation and certifications as may reasonably substantiate the **Contractor's** compliance with these requirements.

7. PERFORMANCE STANDARDS:

In providing the service described within this Agreement, the **Transit Contractor** shall adhere to the following service standards:

OPERATING PERFORMANCE STANDARDS

The **Contractor** is required to attain certain levels of performance. Penalties outlined herein are intended by the **City** to establish some measurable objectives for service quality and **Transit Contractor** performance. Failure to achieve the performance levels, as outlined in this section, may result in assessment of penalties and potentially, in the termination of the Contract pursuant to the termination provisions herein. The **Contractor** shall strive at all times to provide service in a manner that will maximize productivity and at the same time maximize the responsiveness and quality of service to the customer. Since the **City** recognizes that some times, responsiveness and quality of service to the customers may conflict with required productivity, the **City** therefore has established the following performance standards.

Section 701: Vehicles

Vehicles shall be operated with due regard for public safety, comfort, and convenience of passengers and the general public.

Section 702: Service

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Services shall be provided as scheduled or according to any adjusted schedule established by the **City**, including route modifications required as a result of a declared emergency. The **Contractor** shall strive to maintain on-time performance; however, the **Transit Contractor** shall not be held responsible for the failure to provide on-time service due to weather or traffic conditions, vehicle malfunctions that are clearly beyond the **Contractor's** control, naturally occurring disasters, or other reasonably unpredictable situations, if sufficient documentation is provided to the **City** on a timely basis.

Section 703: Incentives

Adherence to Schedule:

- a. A service route is required to be on time within a 5-minute window (0-5 minutes late) for 95% (ninety five percent) of the trips in a month.
- b. On-time performance checks shall be made by the **City** using three random sample days per month. **Transit Contractor** must meet or exceed the standard in the three samples.

Section 704: Preventable Accidents

The **Contractor** shall strive to achieve zero preventable accidents during each month, as determined through the use of National Safety Council Standards (where an accident shall be defined to include any injury accident or incidents with property damage in excess of \$100).

Section 705: Fare Collection

It will be the responsibility of the **Transit Contractor** to oversee the collection of fares and to make sure all fare media is honored as required by the **City**. The **City** shall at all times make available to the **Transit Contractor** a complete list of tariffs, indicating what type of fare is to be collected from each type of passenger.

Collection and Transfer of Fares; Transfer Coupons: On a daily basis, the **Transit Contractor** shall remove the vaults from each fare box. The **City** will collect and transport the fare to the City Treasurer's Office (or other agent designated by the **City**) for counting. The **City** will provide additional vaults for the purposes of handling fare box revenue. Also on a daily basis, all transfers collected shall be organized in batches by route and kept for a period of at least one month following the day of service on which they were collected. Unless transfers for specific days are required by the **City**, the **Transit Contractor** shall turn over to the **City** the batched transfers for two weekdays each month, along with the billing and other administrative forms and reports submitted monthly.

In collecting and monitoring fares, the **Transit Contractor** shall use only those fare boxes dedicated solely to the **City** and none other. Nor shall fare box vaults dedicated to the **City** be used in fare collection efforts for other cities or systems. Should vaults become filled, the **Transit Contractor** shall pull the first vault and install a second for completion of the route's operation for that day.

Section 706: Specific Criteria for On-Time Performance

- Ninety five percent (95%) of all scheduled runs must be made.

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- Under no circumstances shall a vehicle depart from its scheduled stop earlier than the scheduled departure time.
- Ninety percent (90%) of all peak-period runs must begin within five (5) minutes of their scheduled start times, and must not arrive at any scheduled stops throughout the route more than five (5) minutes late.
- Ninety-five percent (95%) of all off-peak runs must begin within five (5) minutes of their scheduled start times, and must not arrive at any scheduled stops throughout the route more than five (5) minutes late.
- Under no circumstances must drivers ever exceed posted or otherwise understood speed limits.

All drivers must carry reasonable reliable watches or timepieces, and these must be synchronized within two minutes of the actual time at the beginning of each operating day. The following circumstances shall fully relieve affected drivers from adherence to these standards:

- Emergencies
- Inclement weather
- Excessive traffic congestion (including "Christmas Week") or civil disorder
- Passenger incidents (behavior problems, etc.)
- Accidents
- Gang violence, or the threat thereof
- Strikes
- Unavailability of fuel
- Vehicle break downs
- Unavailability of spare parts
- Severe overcrowding
- Closure of roads
- Delays by trains

The **Transit Contractor** must notify the **City** in writing when the above circumstances interfere with its ability on a given operating day to meet the on-time performance standards specified in this Agreement.

Section 707: Passenger Assistance and Lift Operation

All drivers must provide reasonable assistance to all passengers at all times, as specified in Section 502. This shall include, at a minimum, assistance to all wheelchair occupants and other disabled passengers, and informational assistance to passengers.

Section 708: Route and Schedule Adherence

Unless instructed otherwise by the **City** or by the **Contractor's** Dispatcher under extraordinary circumstances, no vehicle shall deviate from the route or schedule to which it is assigned. Speeding and other illegal or unsafe measures shall under no circumstances be allowed as a means to ensure conformity to routes and/or schedules. When such deviations occur, they shall be treated as "Incidents" as defined within this Agreement and shall require written reports submitted to the **City** in accordance with the appropriate sections of this Agreement pertaining to the treatment of incidents and incident reporting.

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Section 709: Courtesy and Cooperation

All **Contractor's** personnel engaged in providing service under this Agreement shall cooperate and behave in a courteous and helpful manner at all times, to the degree reasonable and possible. The Project Manager and Site Supervisor shall constantly monitor and reinforce courteous and cooperative driver behavior.

8. REPORTING. ACCOUNTING, AUDITING:

Section 801: Maintenance and Inspection of Records

With the exception of Daily Summaries, Driver's Logs, Transfers, and other raw data and summaries which are later consolidated into other reports, all records, reports, documents, analyses and administrative materials submitted to the **City** or otherwise used by the **Transit Contractor** for administrative or planning purposes shall be maintained by the **Transit Contractor** for a period of at least three years, and shall be made available for review by the **City** or its designated agents at any time during normal business hours on the premises of the **Transit Contractor** where such records and other information are stored.

Section 802: Daily Logs

All drivers providing service under this Agreement shall be required by the **Transit Contractor** to maintain and complete a daily Driver's Log for each vehicle, which provides for the recording of the information delineated in Section 502 of this Agreement. Such Driver's Logs shall be reviewed daily by **Contractor's** personnel and shall be made available for inspection by the **City** or its designated agent upon request at the Transit Contractor's premises during normal business hours.

Section 803: Monthly Summaries and Reports

The **Transit Contractor** shall submit to the **City** each month, along with its invoices, a monthly summary report containing the information obtained from Driver's Logs/Stop Sheets and other **Transit Contractor** information collection mechanisms. Such monthly summaries shall include, but not be limited to the following information:

- Rider-ship totals desegregated by route and operating period.
- Number of accidents and "reportable" incidents, per route and operating period, plus copies of all accident and incident reports which may not have been previously tendered to the **City**.
- Transfer totals, both intra-system and inter-system desegregated by route.
- On-time performance summaries, according to the standards identified in, and required by, Section 7 of this Agreement.
- The number of road calls, by vehicle type and specific vehicle.

Section 804: Quarterly Reports

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The **Transit Contractor** shall also submit quarterly reports consolidating the data on monthly reports and providing, in addition, any general comments on service problems or other issues which the **City** should consider in its efforts to improve service.

Section 805: National Transit Database (NTD) Annual Reporting

The **Contractor** shall complete the necessary forms required by the Federal Transit Administration (FTA) and submit them no later than 30 days after the end of the fiscal year. The **Contractor** will also implement a new GTFS feed which will enhance schedule information availability and accessibility for riders. The Los Angeles County Metropolitan Transportation Authority (LACMTA) provides annual training to assist **Contractor** with the NTD reporting.

Section 806: Disadvantage Business Enterprise (DBE) Report

The **Contractor** shall prepare a quarterly DBE report, to be submitted no later than 30 days after the end of each quarter and an annual DBE report, to be submitted no later than 30 days after the end of the fiscal year. The report shall include (A) a listing of all DBE firms used; (B) the type of procurement in which DBEs were involved; and (C) a percent (by dollar amount) of purchases from DBE firms, as measured against all other purchases.

Section 807: Equal Employment Opportunity (EEO)/Affirmative Action Report

The **Contractor** shall maintain and implement an Equal Employment Opportunity/Affirmative Action Program and policy in accordance with FTA guidelines. The **Contractor** shall, no later than 30 days after the end of each fiscal year, prepare an EEO report which consists of the following:

- Work force Analysis for each job category;
- Job Group Analysis for each job category;
- Hiring Analysis for each job category;
- Promotional Analysis for each job category;
- Termination Analysis for each job category;
- Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicated the short term and long term goals for achieving under-utilized minority groups; and
- Availability Analysis that compares the current workforce against the available workforce.

Section 808: Accounting

The **Transit Contractor** shall record all financial and administrative transactions involving the provision of service described within this Agreement in a separate set of records, clearly distinguishable from its other business transactions. Such records shall consist of a clear system of internal control, established in accordance with generally accepted accounting practices, and in compliance with all-relevant Federal, State and local statutes and guidelines. The recording of all such transactions related to the performance of services as described in this Agreement shall be provided in such a manner as to leave a clear audit trail. The **Contractor's** records of any such transactions related to this Contract shall be made available for review by the **City** or its designated agents at any time during normal business hours on the **Contractor's** premises.

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Section 809: Audits

The **City** may at any time choose to audit the complete records of the **Transit Contractor** regarding the services provided within this Agreement. However, the **City** must notify the **Transit Contractor** at least two weeks in advance of such an audit and conduct the audit at the reasonable convenience of the **Transit Contractor** so as not to unduly disrupt or interfere with the **Contractor's** business. Costs for such an audit shall be borne entirely by the **City**, except that penalties and legal remedies resulting there from shall be paid for by the **Transit Contractor**, according to the verdict of panel of arbitration or a court of law, in such case as the **Transit Contractor** is found guilty of errors in calculations, misrepresentation or fraud.

9. RESPONSIBILITIES OF THE CITY:

Section 901: Establishment of Service Policies and Procedures

The **City** shall be solely responsible for establishing all policies relating to service, including but not limited to the following:

- Operating days and hours
- Frequency of service
- Fares and fare payment mechanisms
- Routes
- Stops
- Transfer policies
- Coordination with other transportation services

The **City** also may unilaterally change any service policies which have no significant affect on the **Contractor** performance of its responsibilities related to the provision of service as described within this Agreement, in good faith, to compensate for the differences in responsibilities and costs associated with the desired changes.

Section 902: Vehicles

The **City** shall provide five vehicles (consisting of three (3) Ford CNG buses and two (2) El Dorado National CNG buses and one bus for back up) to be used by the **Contractor** to operate the Compton Transit Service. The vehicles shall be licensed and registered with the **City**.

Section 903: Marketing and Outreach

The **City** shall be solely responsible for the marketing and advertising of the services provided by the **Transit Contractor** under this Agreement and for any outreach efforts, except that the **Contractor's** adherence to the provisions of this Agreement shall be considered essential elements of the overall marketing of service for which the **Transit Contractor** shall be held responsible. Of key importance among these elements are the conduct cooperation, expertise, helpfulness and appearance of the **Contractor's** drivers, and the quality and thoroughness of service monitoring.

Section 904: Monitoring, Inspection and Audits

Apart from service monitoring provided by the **Transit Contractor**, the **City** shall also monitor the quality and quantity of service, including but not limited to:

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- Review of all data submitted
- Periodic review of Driver's Logs
- On-board and on-site monitoring of service
- Monitoring of vehicle maintenance and personnel practices and procedures
- Inspecting records and conducting audits of Contractor's records

Section 905: Determination

As part of the **City's** monitoring efforts, it shall measure the degree to which the **Contractor's** service is deficient according to the standards established for it in Section 7 of this Agreement, and shall calculate the liquidated damages at the amounts specified elsewhere in this Contract, if any, for such deficiencies and convey them in writing to the **Transit Contractor**. The **Transit Contractor** shall have a period of thirty (30) days to examine the claim of liquidated damages, and during that time, shall have the right to present evidence that such claims are invalid or inaccurate. If the **City's** claim for liquidated damages is not disputed in writing by **Contractor** by the end of the thirty day (30) period, liquidated damages shall be deducted from the invoiced reimbursement of **Transit Contractor** one month following the month represented by the damages. Disputed claims shall be resolved by mutually agreed arbitration, mediation, or other alternative dispute resolution procedures. If the parties cannot agree to alternative dispute resolution the dispute shall be resolved in court by action of either party.

Section 906: Resolution of Complaints

It shall be the **City's** responsibility to resolve all complaints submitted to it by riders, non-riders or the **Transit Contractor**. The **City** shall have the responsibility to investigate any such complaints, and shall be entitled to full cooperation by the **Transit Contractor** in the resolution of such complaints. If it is found that the complaint is valid, and it can best or most effectively be addressed by the **Transit Contractor** (with the exception of the **Transit Contractor** exceeding its responsibilities as described within this Agreement), then the **Transit Contractor** shall be responsible to remedy the situation underlying the complaint. Included in this effort is the **City's** responsibility to resolve complaints about passengers and passenger behavior received from the **Transit Contractor**, rendering the rider-ship environment safe for the **Transit Contractor** and its personnel as well as for the passengers.

Section 907: Counting Fares and Verifying Fare Collection Efforts

The **City** or its designated agent (s) shall be responsible for counting fares delivered by the **Transit Contractor** daily, and for reconciling those fares with the records, for such submitted by the **Transit Contractor**. Should discrepancies be found between the actual fares collected and the records of such collection obtained by the **Transit Contractor**, the City shall have the responsibility of investigating the causes of such discrepancies, except that the **Transit Contractor** shall fully cooperate in such investigation.

10. LIQUIDATED DAMAGES:

Because of the nature of the services to be provided under the terms of this Agreement, it is agreed and understood by both parties that it would be impractical or extremely difficult to accurately quantify the actual damage to the **City** and its transportation system stemming from the failure of the **Transit Contractor** to provide services in accordance with the terms of this Agreement, or from the failure of the **Transit Contractor** to meet the service standards established in Section 7 of this Agreement. In no case will liquidated damages exceed \$5,000

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in any given month. **City** agrees to notify **Contractor** of any event which could lead to imposition of liquidated damages within 24 hours of **City** becoming aware of the event.

Therefore, in lieu of a determination of actual damages stemming from each failure, the liquidated damages cited below shall serve as proxies for such damages, and shall be deducted from the compensation due the **Transit Contractor** pursuant to Section 12 below.

Section 1001: Damages of \$750 per Incident (maximum of \$5,000 per month per type of accident).

Liquidated damages of \$750 shall be assessed and deducted for the following failures or occurrences:

- Failure to investigate driver problems and complaints which could reasonably be expected to create problems or hazards to passengers.
- Deployment of a vehicle which has failed a CHP inspection, or which has not been inspected in accordance with required inspection intervals.
- Failure to maintain the required liability insurance and failure to notify the City of such failure.
- Deployment of an unsafe vehicle with defects to include the following which should be easily detectable during the required vehicle check-out:
 - Defective brakes and/or brake system.
 - Bald tires

Section 1002: Liquidated Damages of \$500 per Incident (maximum of 4 incidents of each type per month).

Liquidated damages of \$500 per incident shall be assessed and deducted for the following failures or occurrences:

- Assignment of a driver known not to have a valid operator's permit/license for the vehicle type to which he or she was assigned.
- Failure to properly review drivers' records during the hiring process; such records to include DMV checks, criminal records and drug-testing results.
- Failure to have radio dispatch control of vehicles at all times (other than due to technical failure of radio equipment, repeater, transmitters, etc.)

Section 1003: Liquidated Damages of \$50 per Incident (maximum of 4 incidents of each type per month).

Liquidated damages of \$50 per incident shall be assessed and deducted for the following failures or occurrences:

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- Failure to turn in fares for the previous day's operations by the next weekday (Monday through Thursday).
- Use of a non-**City** receptacle to collect and transport fare box revenue.
- Turning in revenue without proper and accurate route identification.
- Use of a **City** fare box vault in service for other cities or systems.

Section 1004: Liquidated Damages of \$25 per Incident.

Liquidated damages of \$25 per incident shall be assessed and deducted for the following failures and occurrences:

- Failure of any driver to wear his or her uniform.
- Failure to fill out Driver's Logs.
- Failure to clean the interior *and/or* exterior of the vehicles, as required.

Section 1005: Specific Performance Related Penalties and Liquidated Damages

Notwithstanding the above caveat, the **City** shall impose penalties on the following basis for failure to meet agreed-upon performance standards:

A. Adherence to Schedule

1. Early Departure. If a service trip departs a stop or checkpoint in advance of the scheduled departure time, the penalty shall be \$100 (one hundred dollars) per occurrence.

2. Late Departure. Between 10 to 15 minutes late. If a bus run departs more than 10 (ten) minutes but less than 15 (fifteen) minutes following the scheduled departure time, the penalty shall be \$50 (fifty dollars) per occurrence.

3. Late Departure. More Than 15 minutes late. If a bus run departs more than 15 (fifteen) minutes following the scheduled departure time, the penalty shall be \$75 (seventy-five dollars) per occurrence.

4. Incomplete Trip. If a service trip is not substantially completed, the penalty shall be \$1,000 (one thousand dollars) per occurrence. If a departure occurs later than the time for which the next departure for such stop is scheduled to occur, such trip shall be deemed not to be completed.

5. Vehicle Not Available. If a service trip is not made, due to the unavailability of a vehicle, and a substitute vehicle is not made available, the penalty shall be \$100 (one hundred dollars) per vehicle per day.

6. Deficient Vehicle Condition. If it is found that a service trip is made in a vehicle that is in a condition that renders it unfit for service (e.g., non-operational, poor appearance, mechanical malfunction, unreadable head sign) and this has not been

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noted by the vehicle operator prior to start of service, the penalty shall be \$100 (one hundred dollars) per day.

B. Reporting

The **Contractor** shall submit reports required on a quarterly basis to the **City** 30 (thirty) days following the close of the quarter. The **Contractor** shall submit reports required on an annual fiscal year basis to the **City** by 30 (thirty) days after the close of the fiscal year. The **Contractor** shall submit reports required on a monthly basis to the **City** by 15 (fifteen) days after the end of the month. The **Contractor** shall submit reports required on a daily or 24-hour basis to the **City** within 24 hours. Penalties of \$50 (fifty dollars) shall be assessed for late reports.

C. Compton Transit Personnel Performance Standards

1. Operator Availability. Regularly assigned drivers or trained back-up drivers must be available and on time daily to insure consistent reliable service.

2. Knowledge of Service. All personnel are responsible for knowledge of the Compton Transit system. Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger or employee requests regarding the provision of service. Personnel must also report all passenger complaints and/or operational problems to the Project Manager or Site Supervisor.

3. Driver Report. Drivers must accurately complete and submit daily required operating reports.

Section 1006: Exceptions to Liquidated Damages

In the assessment of any liquidated damages, **NO DAMAGES SHALL BE ASSESSED IF IT CAN BE DOCUMENTED THAT THE REASON FOR THIS FAILURE OR OCCURRENCE LAY BEYOND THE CONTRACTOR'S REASONABLE CONTROL, OR IF THE TRANSIT CONTRACTOR HAD BEEN GIVEN PERMISSION TO DEVIATE FROM THE TERMS OR STANDARDS OF THIS AGREEMENT BY THE CITY.** Such reasons for such failure which lie beyond the **Contractor's** control may include, but are not limited to:

- Inclement weather
- Excessive traffic congestion
- On-board behavior problems
- Riots, strikes and/or other civil unrest
- Vandalism
- Accidents or incidents
- Unavailability of spare parts *and/or* fuel
- Emergency situations
- Overcrowding
- Vehicle breakdowns
- Delays by trains

No liquidated damages shall be assessed to the **Contractor** or deducted by the **City** for any month of operations if the liquidated damages for that month total less than \$250.00. And no liquidated damages related to on-time performance shall be assessed for any day if the system-wide on-time performance for that day has met the **City's** performance standards. The

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City shall not assess liquidated damages for the first 90 (ninety) days of service from the commencement date of this Contract.

11. INSURANCE:

Section 1101: Liability Insurance

For all vehicles used in the performance of service under this Contract, whether regularly deployed or used as spare vehicles, **Contractor** shall maintain in force at all times during the term of the Contract an insurance policy or policies providing comprehensive general liability, property damage, and automobile insurance in amounts of not less than the following limits or those limits currently required by California Vehicle Code § 16500.5 or Public Utilities Commission General Order 101E or any successor statutes or regulations, whichever is greater.

- Ten million dollars (\$10,000,000) for injury or death arising out of any one accident.
- Three million dollars (\$3,000,000) for injury or death to any one person.
- Two million dollars (\$2,000,000) for property damage.
- Such insurance shall be obtained only from a company rated "A" or better in the Best Insurance Guide, and authorized and licensed to do business in the State of California.
- Additional insured's have no liability for the payment of any premiums or assessments under the policy.
- The insurance coverage's afforded the additional insured's under the policy shall be primary insurance, and no other insurance maintained by the additional insured's shall be called upon to contribute with the insurance coverage's provided by the policy.
- Each insurance coverage under the policy shall apply separately to each additional insured against whom claim is made or suit is brought except with respect to the limits of the insurance company's liability.
- Nothing in the contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third party claims (i.e., in the same manner as if separate policies had been issued to each insured). Nothing contained in this provision shall operate to increase or replicate the insurance company's limits of liability as provided under the policy.
- The insurance afforded by the policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the **Contractor** under the indemnification and/or hold harmless provision (s) contained in or executed in conjunction with the written agreement (s) designated in the insurance policy between the **Contractor** and the additional insured's. The **Contractor** shall name as additional insured: the

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City of Compton, its elected and appointed officials, officers, employees, agents and volunteers and Compton Fixed Route Transit System.

- The policy is not to be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to the **City**, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of the insurance company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
- The insurance company shall waive all rights of subrogation and contribution against the additional insured's, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of **Contractor** regardless of any prior, concurrent, or subsequent active or passive negligence by the additional insured's.
- Insurance company shall agree that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of the contract of insurance.

Section 1102: Endorsements and Certificates of Insurance

At all times during the term of this Contract, the **Contractor** shall maintain on file with the **City** endorsements of the insurance carrier or carriers showing that the aforesaid policies are in effect in the amounts above provided, the additional insured's are named therein, and that the policies cannot be non-renewed, canceled or reduced except on thirty (30) days notice by the insurance carrier to the **City**. The endorsements shall also specifically state that the coverage contained on those policies affords insured with the terms and conditions as set forth in this Contract. The **Contractor** shall file such endorsements with the **City** prior to the commencement of service under this **Contract**. Endorsements shall be in approved form by the **City's** Risk Management office.

The **Contractor** shall also provide the **City** with certificates of insurance documenting its compliance with these provisions not less than ten (10) days prior to the commencement of service under this Contract. Said certificates shall name as additional insured: the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers and the Compton Fixed Route Transit System as "**additional insured's**".

Section 1103: Workers' Compensation Insurance

Throughout the term of this Contract, the **Contractor** shall obtain and maintain Workers' Compensation Insurance and Employer's Liability Insurance as required by the laws of the State of California for all employees engaged in the performance of service as specified within the Contract. A certificate documenting such insurance shall be filed with the **City** prior to the commencement of the services described in this Contract and shall not be canceled or materially changed without a 45 day prior written notice to and subsequent written approval by the **City**.

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Section 1104: Indemnification and Hold Harmless

The **Contractor** agrees, to the fullest extent permitted by law, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the **City** and its elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnities") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the negligent performance or negligent or willful failure to perform any term, provision, covenant, or condition of this Contract, including this indemnity provision.

This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnities and shall operate to indemnify Indemnities less any Liabilities caused by Indemnities own active or passive negligence. This indemnity provision shall survive the termination of the Contract and is in addition to any other rights or remedies which Indemnities may have under the law. Payment is not required as a condition precedent to an Indemnity's right to recover under this indemnity provision, and an entry of judgment (covered by this provision) against an Indemnity shall be conclusive in favor of the Indemnity's right to recover under this indemnity provision. The **Contractor** shall pay Indemnities for any attorneys' fees and costs incurred in successfully enforcing this indemnification provision to a judgment in court.

This indemnity is effective without reference to the existence or applicability of any insurance coverage's which are required under the Contract or any additional insured endorsements which may extend to Indemnities.

The **Contractor** shall cause any contractors or subcontractors who perform any work on behalf of the **Contractor** prescribed hereunder to so indemnify the **City** and its elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns by execution of the approved forms.

12. COMPENSATION:

The compensation paid by the **City** to the **Transit Contractor** for the performance of services under this Agreement shall be computed at the following rates: **\$125.28** per Vehicle Service Hour, beginning November 19, 2024 through November 18, 2025, for a total of **\$2,149,805**; **\$133.67** per Vehicle Service Hour, beginning November 19, 2025 through November 18, 2026, for a total of **\$2,293,777**; and **\$140.11** per Vehicle Service Hour, beginning November 19, 2026 through November 18, 2027, for a total of **\$2,404,288**.

Additionally, it is agreed between the **City** and the **Transit Contractor** that the **City** will pay the **Transit Contractor \$200,000.00 annually**, for the three (3) year term of this Agreement for the purchase of fuel.

If the **City** decides to exercise one (1) or both of the extension options, it is agreed that the compensation to be paid by the **City** to the **Transit Contractor** for Option 1 (November 19, 2027 through November 18, 2028) shall be limited to the total amount of **\$2,521,834** and Option

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2 (November 19, 2028 through November 18, 2029) shall be limited to the total amount of **\$2,648,818**.

Section 1201: **Liquidated Damages and Adjustments**

The monthly total of compensation paid to the **Transit Contractor** by the **City** shall be adjusted by the non-disputed Liquidated Damages assessed and deducted from the amount due, as described in Section 10 of this Agreement. Such deduction shall be made from the payment for the month following the month of service for which such liquidated damages have been assessed, providing the **Transit Contractor** sufficient time to investigate the assessment of damages and provide documentation of their invalidity.

In addition, the **Transit Contractor** shall be entitled to obtain an increase in the overall per vehicle service hour rate, negotiated in good faith with the **City**, if and when any of the cost items identified in the cost proposals increase by more than ten percent (10%) per year, except:

*Cost increases in labor, fringe benefits, maintenance and depreciation may lead to a rate increase only if and when such an increase is the result of statutory or regulatory changes or other institutional mandates beyond the **Contractor's** control.*

Section 1202: **Payment Schedule**

Transit Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **City** of invoices, accompanied by all reports and other submittals required by Section 5, 8 and (occasionally) 11 of this Agreement. To the best of its ability, the **Transit Contractor** shall make all reasonable efforts to submit its invoices for service and accompanying documentation within five (5) calendar days following the month of service to which the invoice shall apply. Failure to comply with this schedule may result in a delay of payment to the **Transit Contractor** of one disbursement cycle.

13. SUBCONTRACTING, DELEGATION AND ASSIGNMENT:

The **Transit Contractor** shall not delegate, subcontract or assign its duties or rights to the performance of the service described in this Agreement to any other party, either in whole or in part, without the prior written consent of the **City**, notwithstanding the specific exceptions noted in Section 1303 below.

Section 1301: **Conditions for Permission to Assign**

Should the **Transit Contractor** wish to subcontract, delegate or assign the performance of all or part of its responsibilities under this Agreement, it must submit to the **City**, in writing:

- An identification of that portion of service it wishes to subcontract, delegate or assign;
- A complete description of the proposed assignee, delegate or subcontractor, along with their capabilities to perform such services, and the anticipated impact of such assignment, delegation or subcontract to the performance of such services; and

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- A written agreement to assure full liability and responsibility for the performance of all such services performed by an assign, delegate or subcontractor in the event that the assignee, delegate or subcontractor defaults in honoring its responsibilities thereto.

The assignment, delegation or subcontracting of any responsibilities outlined in this Agreement must be approved in writing by the **City**.

Any assignment, delegation or subcontract shall be made in the name of the **Transit Contractor**, and shall not bind or purport to bind the **City**, and shall not release the **Transit Contractor** from any obligations to the **City** under this Agreement including, but not limited to the duty to properly supervise and coordinate the services performed by the **Contractor's** manage, employees, assignees, delegates and/or subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation due and payable to the **Transit Contractor** under this Agreement.

Section 1302: Prohibitions of Assignment

Performance of the following services and tasks may **NOT** be assigned under any conditions, and therefore, will require a formal amendment to this Agreement in order to be effected:

- Employment, management and/or supervision of drivers.
- Employment, management and/or supervision of the Project Manager and/or Site Supervisor.
- Provision of vehicles.
- Monitoring of service.
- Preparation of accident and incident reports.
- Scheduling and assignment of drivers and/or vehicles for service, and vehicles for maintenance.
- Dispatching services.

Section 1303: Acceptable Assignments

The following services may be assigned without permission from the **City**, so long as the quality and adequacy of such services comply with the standards for such described Agreement and, at minimum, conform to or exceed the quality of such service as provided directly by the **Transit Contractor**:

- Fuel
- Spare parts
- Training Drug-testing
- Uniform provision and cleaning

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- Vehicle cleaning
- Recruiting
- Fringe benefit services
- Maintenance of the vehicles
- Handling and transferring of fare box revenue.

14. TERMINATION, SUSPENSION AND CANCELLATION

Upon a determination by either party to this Agreement that the other party has failed to comply with any of the terms or provisions of this Agreement, a notice of intent to terminate shall be delivered, by certified mail, to the other party. The Notice to Terminate shall specify the failure, and the reasons for the termination.

Section 1401: Status of Notice to Terminate

If the reason for the **City's** transmittal of a Notice to Terminate to the **Transit Contractor** is directly related to the **Contractor's** gross disregard of the provision of safe transportation, and the **City** may reasonably suspect that such disregard is related to policies, attitudes or ineptitude, such that a remedy to the immediate cause of the Notice to Terminate could not reasonably assure the **City** that such causes would not be repeated, then the **Transit Contractor** may be granted an opportunity to remedy the problem only if given specific permission to do so by the **City**. In such cases, the opportunity to remedy the problem shall not be automatic, but at the reasonable discretion of the **City**. Other than directly related to the safety of transportation, the party receiving a Notice to Terminate shall be given a period of ten (10) days following its receipt of such Notice to remedy the problem and to provide assurances to the other party that the problem will not occur again, or if it should, that the party creating the problem will monitor, discover and correct it in an extremely short period of time, such period as shall be reasonably given the severity of the problem and the ability to detect it easily and quickly, given diligent monitoring efforts.

Should the party receiving the Notice to Terminate not remedy the problem within the allowed specified time, then the party issuing the Notice to Terminate shall have the right to transmit an Order to Cease and Desist. Such Order to Cease and Desist shall take effect immediately if the problem presents or may reasonably present an endangerment to passengers or other members of the community in or surrounding the service area. Otherwise, the party being issued the Order to Cease and Desist shall have a period of 30 days to cease and desist from all operations, except that the party issuing the Order to Cease and Desist may extend the period, at its option, up to 90 days, in order to provide the **City** ample time to procure replacement services.

Section 1402: Compensation During Period of Order to Cease and Desist

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During the period between a party's receiving an order to Cease and Desist and the final day of service, it shall be entitled to full compensation, according to the terms and conditions of this Agreement for all services rendered during this period, Section 10 of this Agreement notwithstanding.

Section 1403: Termination for Cause

Except as otherwise provided herein, a party to this Agreement may terminate the Agreement only for cause as provided in this Agreement.

Section 1404: Costs of Replacement Service

Should the **City** issue an Order to Cease and Desist, it may retain the **Contractor's** final month's payment for a period of six (6) months. During these six months, and assuming that replacement services do not begin until 90 (ninety) days following the issuance of the Order to Cease and Desist, the **City** must make its best faith efforts to obtain replacement services at a cost equal to or less than that provided to the **Contractor** for equal or superior service. However, should the costs of obtaining the replacement services exceed the costs for such services as provided by the **Contractor**, then the **Contractor** shall be responsible for paying to the **City** the difference between its costs and the costs for replacement services for the first six (6) months of the replacement services. In order to collect these differences, the **City** may accumulate the total additional costs over the first six (6) months of the replacement service's contract, and then deduct such additional costs from the final payment due to the **Contractor**.

In order to mitigate the consequences of such payment deduction, the **City** will accept the **Contractor's** assistance in locating a replacement service in good faith.

Section 1405: Termination for Extraordinarily Poor Performance

Apart from the right to terminate this Agreement for cause related to violations of the provisions contained herein, the **City** may exercise a special right to terminate the Agreement if the violations for which liquidated damages are charged become excessive and remain so for a period of three consecutive months. For purposes of this Section, "excessive" may be measured in one of several ways:

- The number of violations or failures in at least three areas reaches the maximum number of incidents for which liquidated damages may be assessed.
- Violations of a single incident of liquidated damages of \$750.00 per incident occur at least one in three successive months of service.
- The amount of liquidated damages exceeds three percent (3%) of the **Contractor's** total compensation otherwise due for three successive months.

In such cases, the **Contractor's** right to remedy the problem or problems shall not exist, as the parties agree that the **Transit Contractor** shall have been placed on notice of its pending violation of this provision by the **City's** assessment of excessive liquidated damages during the first three successive months. The continuation of the problems for which damages are assessed for two additional months shall comprise evidence of the **Contractor's** inability or

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unwillingness to resolve the problems. Accordingly, under these circumstances, the **Transit Contractor** hereby agrees that its right to remedy the problem or problems identified in the Notice to Terminate shall have been conclusively waived.

Section 1406: **Termination for Unavailability of Funds**

Transit Contractor understands and agrees that state constitutional limitations preclude **City** from incurring a financial obligation, which exceeds the amount of funds presently available for commitment to such an obligation. Therefore, it is mutually agreed and understood that, at any time during the term of this Agreement, funds may not be available for the payment of additional services and other payments otherwise required under this Agreement. **City** does, however, agree to use its best efforts to obtain funds throughout the term of this Agreement which funds may be committed to the obligations contained herein. In the event such funds are not allocated by City Council to the payments required under this Agreement, **City** will provide notice of its inability to continue to make payments under this Contract at such time as **City** becomes aware of the non-appropriation of funds. Such notice shall not release or relieve **City** from all payment obligations preexisting under this Contract and owed to **Transit Contractor**. In the event of such unavailability of funds, if **City** exercises its right to terminate this Agreement, **City** shall not be responsible for damages or costs of any kind or nature incurred by **Transit Contractor** as a result of such termination. Availability of funds will be determined at the sole discretion of **City**.

15. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS:

It is the intention of both parties to this Agreement that the laws of the United States and the State of California, as well as all county and local regulations shall govern the performance of services within this Agreement and the conduct of both parties to this Agreement in the performance of those services.

Section 1501: **Contractor's Compliance**

In its performance of services within this Agreement the **Transit Contractor** warrants and certifies that it shall comply with all Federal, State, County and local laws and regulations pertaining to the operation, inspection and maintenance of vehicles, the provision, supervision and management of labor, and any and all other laws and regulations related to any aspects of the provision of service as described within this Agreement.

Section 1502: **Licenses and Permits**

The **Transit Contractor** and any of its agents or employees engaged in the provision of service described within this Agreement shall maintain all current permits and licenses as may be required by law for the operation of business and the performance of any and all services under this Agreement.

16. INDEPENDENT CONTRACTOR/CONFIDENTIALITY:

Transit Contractor is, and shall at all times remain as to **City**, a wholly independent Contractor. **Transit Contractor** shall have no power to incur any debt obligation, or liability on behalf of **City** or otherwise act on behalf of **City** as an agent. Neither **City** nor any of its agents shall have control over the conduct of **Transit Contractor** or any of **Contractor's** employees, except as set forth in this Agreement. **Transit Contractor** shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of **City**. **Transit Contractor** agrees to pay all required taxes on amounts paid to

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Transit Contractor under this Agreement, and to indemnify and hold **City** harmless from all taxes, assessments, penalties, and interest asserted against **City** by reason of the independent Contractor relationship created by this Agreement. **Transit Contractor** shall full comply with the workers' compensation law regarding **Transit Contractor** and **Contractor's** employees. **Contractor** further agrees to indemnify and hold **City** harmless from any failure of **Transit Contractor** to comply with applicable workers' compensation laws. **City** shall have the right to offset against the amount of any fees due to Contractor under this Agreement any undisputed amount due to **City** from **Contractor** as a result of **Contractor's** failure to promptly pay to **City** any reimbursement or indemnification under this Section. Any disputed fee amounts under this Agreement shall be resolved pursuant to Section of this Agreement.

Transit Contractor covenants that all personal information received by **Contractor's** personnel is confidential and shall not be disclosed by **Transit Contractor** personnel without written authorization by **City**. **City** shall grant such authorization if disclosure is required by law. **Contractor's** covenant under this section shall survive the termination of this Agreement.

17. CONFLICT OF INTEREST:

The parties to this Agreement agree that, to the best of their knowledge, no member of the City Council, officer or employee of the **City** has any interest whether contractual, non-contractual, financial or otherwise in this transaction, nor in other business of the **Contractor's**, and that if any such interests comes to the knowledge of either party at any time during the term of this Agreement, that party shall immediately make a full and complete disclosure of such conflict of interest, including all pertinent information, to the other party in writing. This provision is required even if and when such conflict of interest does not constitute a violation of any laws or regulations.

The **Transit Contractor** attests that, at the time of execution of this Agreement, it has no interest in, nor does it intend to acquire any interest in, any business or other transaction or relationship with the **City** which might constitute a conflict of interest, direct or indirect. The **Transit Contractor** further warrants that, in the performance of the services described within this Agreement, no person having any such interest shall be employed by the **Transit Contractor**, unless such interest lies beyond the reasonable detection by the **Transit Contractor**.

18. NON-DISCRIMINATION:

In the performance of this Agreement, the **Transit Contractor** shall not discriminate against any passenger, employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. The **Transit Contractor** shall take affirmative action to ensure that passengers are served, subcontractors and applicants are employed, and employees are treated during their employment without regard to their race, color creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, notwithstanding the degree to which such a characteristic may limit the employees or potential employee's ability to physically perform the tasks required by this Agreement to which he or she would likely be assigned.

Section 1801: Affirmative Action

The **Transit Contractor** shall make deliberate efforts to involve minority and women in the following areas necessary to the provision of services as described within this Agreement:

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- Employment
- Promotion
- Recruitment
- Compensation and bonuses
- Selection for training and apprenticeship

Further, the **Transit Contractor** shall take affirmative action to include, to the degree possible, minority subcontractors in the provision of services and goods identified as assignable under Section 13 of this Agreement.

19. RESOLUTION OF DISPUTES:

Section 1901: Binding Arbitration

In order to minimize the time and cost associated with the resolution of any disputes resulting for the performance or nonperformance of any services described within this Agreement, the parties may, but need not, choose to have such disputes resolved by binding arbitration. If binding arbitration is selected, each party shall select one arbitrator, and the two arbitrators shall jointly select a third arbitrator. Arbitration shall be conducted in conjunction with, and under the auspices and authority of the American Arbitration Association.

Section 1902: Legal Remedies

Should binding arbitration not be selected by mutual consent of both parties to this Agreement, the parties may seek relief through the legal system, within the jurisdiction of the State of California and the County of Los Angeles, if applicable. If any action or proceeding at law is commenced to enforce any provisions or rights under this Agreement, the unsuccessful party to such action or proceeding as determined by the court in a final judgment or decree shall pay to the prevailing party, without limitation, such costs, expenses and fees as were incurred in its efforts related to such proceedings, including the costs associated with any appeal. And if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included as part of such judgment.

20. NOTICES:

Except where verbal or oral notifications specifically are provided for within this Agreement, any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the parties regular business hours or by facsimile before or during the parties regular business hours; or (b) on the fifth day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in Section 102 of this Agreement or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. Notices shall be sent to the representatives of the parties to this Agreement identified in Section 102 of this Agreement.

21. AMERICANS WITH DISABILITIES ACT (ADA):

The **Contractor** agrees to comply with the provisions of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 (PL#93-112).

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22. DEBARMENT/SUSPENSION STATUS:

The **Contractor** shall provide the **City** with a certification addressing its debarment and suspension status and that of its principals. During the term of the Contract, the **Contractor** shall inform the **City** of any changes in the suspension or debarment status of the **Contractor** or its principals within ten days after such changes occur.

23. EQUAL EMPLOYMENT OPPORTUNITY (EEO):

The **Contractor** agrees to comply with the equal opportunity provisions of the Civil Rights Act of 1964, Executive Orders Numbers 11375 and 11246, as amended, as supplemented in the Department of Labor Regulations at 41 C.F.R. Part 60, and the relevant rules, regulations, and orders of the Secretary of Labor. In connection with the performance of the Contract, the **Contractor** shall comply with all the clauses set forth in 41 C.F.R. 60-1.4(b) as if such clauses were set forth in their entirety in this Contract. In addition, if appropriate, the **Contractor** agrees to comply with clauses set forth in 41 C.F.R. 60-4 as if such clauses were set forth in their entirety in this Contract.

24. DISADVANTAGE BUSINESS ENTERPRISE:

It is the **City's** requirement that DBEs as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed under this Contract. The **City** encourages the **Contractor** to utilize DBEs to the maximum extent feasible in the performance of contracts and subcontracts for the services provided under the Contract. The **City** requires DBEs to be 16%.

25. RATIONING AND EMERGENCY SITUATIONS:

Either party to this Agreement shall not be held to compliance if and when its resources are rationed by a government or other entity for use in an emergency situation, including but not limited to war, riots and/or civil disobedience.

26. PROTECTION OF INTERESTS:

The **Transit Contractor** shall enter into no other agreements and make no other transportation service commitments which shall have a reasonable likelihood of interfering with, or adversely affecting, the provision of services described within this Agreement unless otherwise authorized to do so, in writing, by the **City**.

27. CHANGES IN CONTRACTUAL STATUS:

Section 2701: Mutually Agreed-Upon Changes and Amendments

The parties to this Agreement may, at their mutual consent and discretion, adjust, extend or otherwise modify the scope of services as described within this Agreement. To the extent that such adjustments, extension or modifications are desired or agreed upon, such must be documented in writing and signed by both parties to this Agreement.

Section 2702: Compliance

Any amendment to or modification of this Agreement shall comply with requirements of all applicable Federal, State and local statutes and regulations.

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Section 2703: Waiver

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of any provision of this Agreement, and shall not be construed as a waiver thereof.

Section 2704: Severability

If any provision of this Agreement is held to be inoperative, unenforceable, or otherwise invalid, the remaining provisions hereof shall remain in full force and effect without regard to such inoperative, unenforceable or otherwise invalid provision.

28. FORCE MAJEURE:

Either or both parties to this Agreement shall be excused from their mutual requirements to perform the service specified hereunder if and when either or both are prevented from so doing by Acts of God, strike and/or commandeering of vehicles, materials, products, plants or facilities by the government, or other event beyond the reasonable control of a party when evidence thereof is presented to the other party.

In the event that the **Transit Contractor** is unable to perform the services described within this Agreement as a result of such circumstances, the **City** shall be free to temporarily assign either those not performed responsibilities, or the full scope of responsibilities if partial assignment is not possible, to another company or agency until such time as the party unable to perform is once again able to do so. In such a case, the **City** shall bear the full and complete costs of reimbursing the temporary assignee for services performed. If the **Transit Contractor** is unable to resume the performance of the complete scope of services within six (6) months after cessation of performance of a portion of these services, the **City** may elect to terminate the Agreement, notwithstanding the recourse identified for termination as described in Section 14 above.

29. ENTIRE AGREEMENT:

This Agreement, its attachments and other documents incorporated herein by reference constitute the entire agreement and understanding of the parties hereto, contain all the terms and conditions agreed upon by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties hereto.

30. EXHIBITS:

Attachments which follow and those which have been incorporated herein by reference, are included as formal provisions of this Agreement and carry the full force and effect of any other provision of the Agreement.

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

**MV TRANSPORTATION, INC.
TRANSIT CONTRACTOR**

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By: _____
Erin Niewinski, EVP & CFO

Dated: _____

Dated: _____

By: _____
Willie A. Hopkins, City Manager

Approved as to form:

By: _____
Eric J. Perrodin, City Attorney

Dated: _____

ATTEST:

Dated: _____

By: _____
Vernell McDaniel, City Clerk

Compton Renaissance Transit System

City of Compton



Submitted to:

City of Compton

205 South Willowbrook Avenue
Compton, CA 90220
(310) 605-5505
jstrickland@comptoncity.org

Submitted by:

MV Transportation, Inc.

2711 N. Haskell Avenue
Suite 1500 LB-2
Dallas, TX 75204
(972) 391-4600
www.mvtransit.com



MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A. MV is an Equal Employment Opportunity/Affirmative Action Employer.



THE COMPTON RENAISSANCE TRANSIT SYSTEM
DOCUMENT IS A TOTAL OF **1290** PAGES.

TO VIEW IT IN IT'S ENTIRETY, PLEASE GO TO THE
CITY'S WEBSITE AT:

<https://www.comptoncity.org/departments/public-works/documents-and-reports>

CLICK ON REFERENCE DOCUMENTS ↓

REFERENCE DOCUMENTS