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

12/17/2024
5:30 PM

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. CERTIFICATE OF APPRECIATION - LARNELL JOHNSON (City Council & City Clerk)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

2. November 19, 2024

CITY CONTROLLER

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NUMBER 25,971 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE-YEAR AGREEMENT BETWEEN THE CITY OF COMPTON AND LIGHT-HOUSE SERVICES LLC TO PROVIDE FRAUD HOTLINE SERVICES TO THE CITY OF COMPTON AND TO ISSUE A PURCHASE ORDER FOR AN AMOUNT OF FIFTEEN- THOUSAND FIVE-HUNDRED DOLLARS ($15,500).

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREED UPON PROCEDURE AGREEMENT BETWEEN CITY OF COMPTON AND EADIE AND PAYNE, LLP. TO REVIEW REVENUE COLLECTIONS AND TRENDS AND TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED FIFTY THOUSNAD DOLLARS ($50,000).

PUBLIC WORKS DEPARTMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEMPORARY LICENSE AGREEMENT WITH PALP DBA EXCEL PAVING FOR USE OF CERTAIN SUCCESSOR AGENCY-OWNED REAL PROPERTY LOCATED AT 413-415 WEST COMPTON BOULEVARD IN THE AMOUNT OF TWO THOUSAND DOLLARS PER MONTH ($2,000) NOT TO EXCEED TEN (10) MONTHS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD FOR THE ANNUAL STORM WATER PERMIT FEES ($36,393).

REGULAR AGENDA

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

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

PERSONNEL BOARD - (Councilmember Spicer)

UNFINISHED BUSINESS

8. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CREATING THE COMPTON ARTS COMMISSION - (Second Reading)

NEW BUSINESS

9. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-10 OF THE COMPTON MUNICIPAL CODE AND CREATING A “2028 SUMMER OLYMPICS COMMITTEE” - (First Reading)

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A (3) YEAR LEASE AGREEMENT WITH COMPTON ENTERTAINMENT CHAMBER OF COMMERCE FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 920 NORTH ALAMEDA STREET

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR EVERFENCE CORPORATION FOR FENCING SERVICES ON SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON ($290,095.00)

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT AND OPEN A PURCHASE ORDER WITH CITY FABRICK TO SECURE PLANNING SERVICES FOR VACANT AND UNDERUTILIZED LOT INVENTORY WITHIN THE CITY OF COMPTON FOR THE AMOUNT OF $192,000

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 12/24/2024 5:30PM

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

NOVEMBER 19, 2024

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

ROLL CALL

Council Members Present: **D. Duhart, A. Spicer, J. Bowers, Mayor E. Sharif**
Council Members Absent: **L. Darden**

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

PUBLIC COMMENTS ON CLOSED SESSION ITEMS – There were no public comments on closed session items.

CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION SUSAN HILL V. CITY OF COMPTON, Case No. 21STCV37464 PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.9

On motion by Spicer, seconded by Duhart, to recess the meeting to closed session at 4:31 p.m. by the following vote on roll call:

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

On motion by Duhart, seconded by Spicer, to reconvene the meeting from closed session at 5:38 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**

REPORT OUT OF CLOSED SESSION

City Attorney Perrodin reported out that City Council met in closed session regarding existing litigation involving "Susan Hill vs. City of Compton" Case No. 21STCV374664 pursuant to California Government Code Section 54956.9. The City Council agreed to a settlement of $80,000 for a slip and fall incident caused by a defective roadway and curb due to an overgrown tree at the corner of Evers and Poplar Street. Conditions: The street was repaired six months after the incident which occurred in 2020.

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. CERTIFICATE OF HONOR BEING PRESENTED TO DR. EUGENE ALLEN CEO/PRESIDENT DUSK TO DAWN URGENT CARE (Amended Title)

On motion by Duhart, seconded by Spicer, to amend the commendatory resolution title by the following vote on roll call:

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

Councilperson Darden and the City Council presented a certificate of honor to Dr. Eugene Allen, World Humanitarian Award Winner, for his commitment and dedication to consistently providing a positive community impact on health and humanity.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Maria Villa Real, Latino Chamber of Commerce, emphasized the importance of respect in the Council Chambers, particularly for those speaking Spanish. She expressed her frustrations about hearing negative comments regarding her use of Spanish and asserted that speaking her language is a right. She expressed her commitment to advocating for small businesses and asserted the need for clarity and representation in business matters.

Edward Hernandez, Compton Country Club Initiative (CCCI), spoke in support of CCCI and expressed his enthusiasm for re-opening the golf course in Compton. He cited the importance of providing a space for the youth of Compton and surrounding cities, such as Paramount and Gardena, to play golf and learn valuable life lessons through the sport. He also shared personal experiences as a golf coach, highlighting challenges faced by female teams in accessing golf courses, particularly due to disrespect from others.

Mae Knight addressed the City Council regarding a notice of violation she received from the Building and Safety department. She articulated her confusion about the situation, stating that she hired someone to work on her roof and obtained the necessary permit from Building and Safety. She asked who she should speak to about this issue to resolve it.

Mayor Sharif referred Ms. Knight to the assistant city manager in the foyer.

Lynn Boone discussed issues related to the city audit, pointing out a lack of leadership and the importance of the City Charter in providing checks and balances. She continued her remarks by expressing strong dissatisfaction with the city manager's performance and highlighted the inefficiencies in the city, such as pothole-filled streets that remain unaddressed. She also criticized the city manager for allegedly taking on multiple responsibilities inappropriately and suggested that his actions may be illegal.

Gilda Blueford apologized to Mayor Sharif for an email she sent regarding lobbying efforts in light of possible challenges posed by the Trump administration. She expressed a concern for the City's approach to homelessness and inquired about whether the City received funding for its homeless count. She referenced Agenda Item Number Six and posed specific questions about the issuance of credit cards to council members and how the auto-pay system would function. She asked which account the credit cards would be linked to and whether the city manager would be responsible for approving their use or enforcing policy.

Mayor Sharif clarified that the City of Compton did not receive any funds from Measure H in the past, but with the passage of Measure A, there will be new opportunities for funding to assist with the homeless population.

Mark Smith addressed the City Council regarding the proposed speed limit amendments on the 2700 block of West Alondra. He highlighted it as a high-risk area that is used for street takeovers on a regular basis. He inquired about the credit card program being proposed, specifically asking how it differs from Resolution # 25,677 that is being rescinded. He encouraged the community to support the new fire recruits who will be receiving their badges on Thursday at Fire Station 3. He further questioned the Human Resources department's efforts to recruit for various positions throughout the City, calling for more proactive recruitment strategies to ensure adequate staffing.

Miller Martin mentioned taking time off to address his efforts to bring a television network company to Compton to create jobs within the city. He criticized the technical issues occurring within the City’s broadcast system, particularly the interpretation services. He urged the City Council to focus on becoming more self-sufficient and drew a comparison to Inglewood's success. He referenced successful entertainment venues in other communities and highlighted Compton's rich history in music and sports, suggesting that the City capitalize on these assets.

HEARING(S) - JOINT PUBLIC HEARING:
CITY COUNCIL AND UCDC 2024 PHA ANNUAL PLAN

On motion by Darden, seconded by Duhart, to open the joint public hearing at 6:24 p.m. by the following vote on roll call:

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

Cecil Flournoy, Director of Community Development, stated that the purpose of this public hearing is to allow community members the opportunity to provide input or ask questions regarding the 2024 PHA Annual Plan before it is finalized and approved by the City Council/Commission. He declared that the Plan was submitted in April 2024, but additional notice time was requested to ensure the public had ample opportunity to comment on it. He clarified that there were no revisions made to the activities outlined in the previous year's Plan – and noted that a progress report on the Five-Year Administrative Plan was provided.

PUBLIC COMMENTS ON THE PUBLIC HEARING

Lynn Boone stated that she did not see sufficient notification for this hearing. She noted that the lack of public attendance might be attributed to inadequate notification and suggested that more outreach could have encouraged community participation. She questioned why the Housing Authority Plan was being presented again, if it had already been submitted in April. Additionally, she mentioned that while there were books available for review, the information was not clearly communicated during the meeting.

Mr. Flournoy clarified that the public hearing had been properly noticed on two separate dates in the Bulletin in October, which is documented on the second page of the pamphlet provided to audience members. He pointed out that the notice of the hearing has been posted in the Council Chamber windows since October. He encouraged Ms. Boone to reach out to the HUD Los Angeles office for further clarification.

Vanessa Cain expressed her concerns regarding the effectiveness of the public notification process for the hearing and argued that the Bulletin does not reach every resident in the City of Compton. She criticized the practice of posting notices in the Council Chambers and stated that very few residents visit regularly.

Mr. Flournoy stated that the notice was published in the adjudicated paper and posted at all publicly required locations. He mentioned that the Plan has been available in the City Clerk's office for over two months and "over-noticed" starting with the initial notification in August and a second time in October.

Miller Martin stated that he did not receive any notice about the public hearing. He criticized the timing of the notification and suggested that residents were not given enough time to review the materials and literature related to the Housing Authority Plan. He advocated for a more reasonable notice period and asked that notices and information be distributed at least two to three weeks in advance. He asked the city to consider utilizing KTLA, ABC, and CBS, to announce important public matters.

Gilda Blueford echoed Vanessa Cain's sentiments regarding the effectiveness of using a newspaper that is not widely accessible to the community. She stated that placing notices in a less accessible publication does not constitute adequate notification for residents. She argued that it is the City's responsibility to ensure that all stakeholders are informed about important meetings and decisions. She called for better communication strategies and suggested that the City consider using platforms like YouTube to share information about City matters.

Mr. Flournoy acknowledged Gilda Buford's feedback regarding the notification process and the use of adjudicated papers. He clarified that the decision to use such publications is outside his purview, but he expressed his willingness to explore alternative places to post notices if the community deemed it appropriate. He mentioned that the full document is nearly 300 pages long and available for public review at the City Clerk's office, the local library, and the Housing Authority office.

Paul Perrodin emphasized the need for the City to improve its outreach and communication strategies for noticing public hearings.

Resident of Compton (***Did not give her name/no comment cards for public hearing comments***) addressed the need for bilingual communication during public presentations and in official documents. She expressed a strong desire for all information related to city plans and public hearings to be made available in Spanish and emphasized the importance of inclusivity for the Spanish-speaking community.

Mr. Flournoy assured the speaker that he would make the necessary arrangements to ensure that the information is accessible to the Spanish-speaking community.

Fidel Marquez echoed the sentiments of other residents, stating that there should have been some form of literature or summary provided to residents regarding the administrative plan, even if the full document is extensive. He added that a PowerPoint presentation outlining key points would have been helpful. He voiced his skepticism regarding the City's transparency and mentioned that the absence of information led to suspicions that the city might be withholding information.

Anthony Lewis shared his insights on the need for modernization and adaptation to current technologies. He stressed that society is moving towards a paperless environment and highlighted the importance of using digital technologies. He encouraged city officials and the community to change their thinking and adapt to modern technologies because traditional methods may no longer be effective.

Mark Smith highlighted a persistent problem with communication, noting that important information is not being effectively disseminated to residents. He pointed out that the transition to a paperless society has not been accompanied by adequate digital communication methods. He petitioned the City to implement more proactive measures to inform residents about important hearings and events.

On motion by Duhart, seconded by Spicer, to close the joint public hearing at 6:45 p.m. by the following vote on roll call:

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

COUNCIL/COMMISSION COMMENTS ON THE PUBLIC HEARING

Councilperson/Commissioner Duhart directed the City Manager/Assistant Executive Secretary and Mr. Flournoy to consider using local television stations to broadcast announcements regarding public hearings. She expressed her support for the idea to use YouTube to share public hearing information and suggested that the videos be available in both English and Spanish to enhance accessibility for a broader audience.

Councilperson/Commissioner Darden acknowledged that there were no public comments received during the Housing Plan notice period. She proposed the development of a master email list to distribute information regarding public hearings and other relevant announcements.

Councilperson/Commissioner Bowers proposed that the City utilize multiple platforms to ensure that information reaches as many people as possible i.e., YouTube, Facebook, to help eliminate confusion and ensure that all residents are informed about important announcements, hearings, and city initiatives.

Mayor/Chairperson Sharif emphasized the importance of community engagement in discussions regarding public communication. She highlighted the need to reach out to radio stations and Spectrum and Channel 36 to maximize outreach.

CONSENT AGENDA

On motion by Duhart, 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. FEBRUARY 20, 2024
3. FEBRUARY 27, 2024

REGULAR AGENDA

UNFINISHED BUSINESS

4. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER XII OF THE COMPTON MUNICIPAL CODE TO AMEND SECTION 12-5 ESTABLISHING SPEED LIMITS IN CERTAIN ZONES IN THE CITY OF COMPTON (SECOND READING)

On motion by Duhart, seconded by Darden, to waive the reading of the ordinance in full by the following vote on roll call:

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

On motion by Duhart, seconded by Darden, **Ordinance #2,361** entitled **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER XII OF THE COMPTON MUNICIPAL CODE TO AMEND SECTION 12-5 ESTABLISHING SPEED LIMITS IN CERTAIN ZONES IN THE CITY OF COMPTON"** was adopted by the following vote on roll call:

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

Councilperson Bowers asked the City Clerk if this item was posted on the City's website.

City Clerk McDaniel replied affirmatively.

Councilperson Spicer inquired about recent discussions with the Sheriff's Department concerning enforcement matters.

City Manager Hopkins answered that there have been ongoing conversations with the Sheriff's Department regarding enforcement and noted that the City is working internally to enhance the authority of code enforcement and parking enforcement.

Councilperson Spicer proposed the idea of equipping code enforcement officers with speedometers so that they can issue citations for speeding violations.

City Manager Hopkins mentioned the possibility of installing speed monitoring devices on the streets through the Public Works Department, which can provide information on vehicle speeds through radar detection.

Captain Bell, Compton Sheriff's Station, stated that the Sheriffs' Department is currently down one motor officer but plans to recuperate that position by March 2025. He emphasized that having two motor officers dedicated to regulating speed would be more effective than just one. As it relates to camera surveillance for speed cameras, he informed the Council that he receives information as it is updated from California Highway Patrol.

Councilperson Spicer requested the number of traffic citations written by the motor officer. Captain Bell stated that he does not have that information.

Captain Bell also mentioned that deputies write speeding tickets, however their primary focus are crime-related calls for service.

Councilperson Bowers informed Captain Bell that two motor officers is not adequate for the City's contractual agreement.

Councilperson Duhart questioned who receives the revenue for citations.

Captain Bell explained that revenue from vehicle code citations typically goes to the state of California.

Councilperson Spicer asked the Sheriffs' Department to adjust their practices to ensure that speed limits are being enforced.

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION OF CLASSIFICATION PLAN TO INCLUDE THE CLASSIFICATION SPECIFICATIONS OF WORKERS' COMPENSATION CLAIMS ADMINISTRATOR

City Manager Hopkins reported that regular reviews of positions are necessary as part of the City's audit requirements. He highlighted that they are proposing to modify the specifications for this position which previously required a specific license, but now has changed to a "desirable" qualification. He added that the adjustment aims to broaden the pool of candidates and improve the chances of filling the position.

On motion by Darden, seconded by Duhart, **Resolution #26,159** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION OF CLASSIFICATION PLAN TO INCLUDE THE CLASSIFICATION SPECIFICATIONS OF WORKERS' COMPENSATION CLAIMS ADMINISTRATOR"** was approved by the following vote on roll call:

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

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,677 AND AUTHORIZING THE CITY MANAGER TO ESTABLISH THE CITY'S PURCHASING CARD ACCOUNTS THROUGH THE STATE OF CALIFORNIA'S CAL-CARD PROGRAM TO BE UTILIZED SOLELY AND EXCLUSIVELY FOR APPROVED CITY BUSINESS AND TO RECEIVE AND FILE THE CITY CREDIT CARD POLICY

City Manager Hopkins presented an overview of the proposed Cal-Card program. He emphasized that one of the major challenges the City faces is delays in payment which have resulted in losing vendors, consequently affecting City operations. He explained that the purchasing card system will allow the City to handle travel arrangements directly and employees would only need to cover their meals. He assured the City Council that the proposed purchasing card system will include strict controls over expenditures and prevent unauthorized purchases.

Councilperson Duhart asked if this is a receive and file item.

City Manager Hopkins stated that this is a request for approval.

City Attorney Perrodin clarified that if the resolution states "receive and file," then that is the extent of the action to be taken. He pointed out that unless the resolution specifically indicates that it is adopting a new policy, the City Council's action is limited to receiving and filing the report.

Mayor Sharif stated that the resolution seems to indicate that one section is being approved while the other section is being received and filed.

City Attorney Perrodin confirmed that, as it is written, the City Council will be rescinding one section of the policy and receiving and filing the other section.

Assistant City Manager Marc Puckett asked that the motion explicitly state the City Council's approval of the new policy.

Councilperson Bowers recommended that the item be brought back with the amended language.

Councilperson Duhart rescinded her motion.

Councilperson Spicer rescinded his motion.

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON PROCLAIMING NOVEMBER 30, 2024, AS "SMALL BUSINESS SATURDAY" IN THE CITY OF COMPTON

On motion by Duhart, seconded by Darden, **Resolution #26,160** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON PROCLAIMING NOVEMBER 30, 2024, AS "SMALL BUSINESS SATURDAY" IN THE CITY OF COMPTON"** was approved by the following vote on roll call:

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

COUNCIL COMMENTS

Councilmember Darden offered the following communications/announcements:

- Commented on the success of the Annual Thanksgiving Turkey Giveaway held at the Compton City Hall Civic Plaza. She expressed her gratitude to Shiekh Shoes, Walmart, and Crystal Casino for their support in distributing meals to over 700 families. She also acknowledged the efforts of the Sheriff's Department and suggested a delivery option for seniors and individuals with mobility challenges to enhance accessibility.

- Recognized Rhonda Murphy and Michael Richardson from the Compton Lives Matter organization for their efforts at the Backpack Giveaway and Resource Fair held at Kelly Park.

- Invited the senior community to participate in the "Senior Hoe-Down" scheduled to be held on Friday, November 22 at Dollarhide from 10:00am to 12:00pm.

- Asked the City Manager to schedule a workshop that explains tax and water bills to the residents.

- Wished the following individuals a Happy Birthday: Patricia Maloney, Mark Smith, Renee Boeing, Craig Henry, Delores & Cliff Wilson.

- Requested the meeting be adjourned in memory of Ruth Smith, Louis Byrd, and Hugh Webster.

Councilmember Bowers offered the following communications/announcements:

- Highlighted his participation in the West Coast Lions Feed Your Health Community Block Party and Food Giveaway held at Walter Tucker Park. He noted that attendees received valuable medical resources and health screenings, in addition to Thanksgiving food items. He expressed gratitude to the Parks and Recreation staff, Bird Vision Entertainment, California Dental USA, and West Coast Lions Football for their contributions to making the event successful.

- Acknowledged the Clark family for their dedication to the weekly Thankful Thursday food distribution program.

- Requested the meeting be adjourned in memory of Mrs. Johnny Bell Keaton and Florence Adams.

Councilmember Spicer offered the following communications/announcements:

- Requested an update from the City Manager regarding the status of the Spanish translation of the City Charter.

City Manager Hopkins confirmed that the City Charter has been translated and that the document was sent for proofreading. He also mentioned that the City is in the process of putting out a Request for Proposal (RFP) to secure a translator on retainer so that any future documents, flyers, and other materials the City wishes to make public can be translated as needed.

- Requested an update from the City Manager regarding the status of the Compton Golf Course.

City Manager Hopkins explained that the City is in the process of preparing a Request for Proposal (RFP) and a Statement of Qualifications (SOQ) for the golf course. He maintained that there has been significant interest from various developers and entities regarding the property. He offered their plan to issue these solicitations, gauge interest, and proposals from potential operators or partners. Once the proposals are received, the City Manager's Office will assess and present them to the City Council for consideration and approval.

- Announced that the City is now accepting applications for Community Development Block Grant funding. The application was released on Wednesday, November 13, 2024 with a deadline set for Thursday, January 16, 2025, at 5:00pm. Applications can be downloaded from the City's website and submitted to the City Clerk's office.

- Invited the residents to attend the "Chase Giving" event scheduled to be held on Wednesday, November 20 at Dollarhide from 6:00pm to 8:00pm. The event will feature catering by Trap Kitchen and a financial workshop provided by Chase Bank's financial literacy team.

- Encouraged the residents to attend the "We Can See Your Smile" event scheduled to be held on Saturday, December 7 at Dollarhide from 9:00am to 5:00pm. Services will include exams, x-rays, cleanings, fillings, extractions, eye exams, and prescription glasses. This event is free and will operate on a first-come, first-served basis, so attendees are encouraged to arrive early.

- Announced the "Christmas Concert and After-Party" at Wilson Park on Saturday, December 14 immediately following the Compton Christmas parade. The event will include live performances, a game truck, a snow experience, jumpers and toy distribution. Residents can donate toys at the following locations: Re-Up Water, 609 N. Long Beach Blvd., Barberizm, The Test Clinic, Grocery Outlet at Central and Rosecrans, Compton Wellness Collective, Saint Julian's Barbershop, Boulevard Gastropub and City Church. He expressed gratitude to the various organizations and businesses partnering with the city to provide toys for the community,

- Reminded everyone about the Mothers Circle held every Thursday from 11:00am to 12:30pm at Lueders Park. For more information call (562) 506-7553.

- Expressed a desire to enhance communication efforts in the community. He suggested the use of social media, marquee at the parks, and possibly partnering with the Compton Airport for aerial banners to keep residents informed about events and updates.

- Requested a written and verbal report from the Sheriff's Department regarding traffic citations in the City of Compton over the last three years.

City Manager Hopkins confirmed that the City is in the process of replacing the "Welcome to Compton" sign and installing a marquee in front of City Hall.

Councilmember Duhart offered the following communications/announcements:

- Announced the following Thanksgiving Turkey Giveaway events: Senator Stephen Bradford's Giveaway on Friday, November 22 from 10:00am to 12:00pm at El Camino College, parking lot F - Saint Julian Salvation and Hopeless Hearts on Monday, November 25 from 11:00am to 3:00pm - Greater Zion Church Giveaway on Saturday, November 23 starting at 11:00am.

- Requested a detailed monthly report from the Sheriff's Department regarding homicides (including how many have been solved), burglaries, sexual assaults, and home invasions.

- Recognized Key of Knowledge, Donna Heflin and the West Arbutus block club members for their efforts to provide turkeys to community members.

Mayor Sharif offered the following communications/announcements:

- Acknowledged the Compton community for supporting the passage of Measure A. She reported that these funds will finance projects aimed at improving the community.

- Announced that funding has been secured for the Broadband Project. The City will begin the process of implementing this project, starting with City Hall.

- Thanked the community members who participated in the Fig Oleander Park Project, where new trees were planted to provide shade and enhance the park's environment for families and children.

- Reported on the success of the Annual Thanksgiving Turkey Giveaway held in partnership with Chic and Walmart, serving 700 families. She acknowledged the need for improvements in distribution, particularly to ensure the comfort of seniors and families in colder temperatures.

- Encouraged residents to support local businesses on “Small Business Saturday” held on November 30.

- Encouraged residents to participate in the “Third Annual Resource Parent Holiday Appreciation” event scheduled to be held on Thursday, December 5 at Dollarhide from 10:30am to 1:30pm. This event will offer resources, food and gifts. Residents should contact the Mayor's liaison Brittany for more details at (310) 605-5662.

- Encouraged the City Manager to address the streets surrounding Oleander Park as well as the sidewalks and playground equipment.

ADJOURNMENT

On motion by Spicer, seconded by Duhart, the meeting was adjourned in memory of **Ruth A. Smith, Louis Byrd, Hugh Westbrook, Johnnie Bell Keaton, Thorn Adams** at 7:11 p.m. by the following vote on roll call:

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

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

December 17, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY CONTROLLER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NUMBER 25,971 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE-YEAR AGREEMENT BETWEEN THE CITY OF COMPTON AND LIGHT-HOUSE SERVICES LLC TO PROVIDE FRAUD HOTLINE SERVICES TO THE CITY OF COMPTON AND TO ISSUE A PURCHASE ORDER FOR AN AMOUNT OF FIFTEEN-THOUSAND FIVE-HUNDRED DOLLARS ($15,500).

SUMMARY

Adoption of this resolution will authorize the City Manager to execute a five - year agreement between the City of Compton and Light-house services LLC to provide Fraud Hotline services to the City of Compton and to issue a purchase order in an amount of Fifteen-Thousand Five-Hundred dollars ($15,500).

BACKGROUND

The State Controller's audit report of March 2018 for the City of Compton found that there was an embezzlement that occurred from May 2010 through December 2016, which totaled $3.72 million. This embezzlement was not timely detected nor reported. Finding number 2019-009 in the City's Single Audit Report for the Fiscal-Year 2018-2019 further stated that "An embezzlement of $3.72 million remained undetected for years, and was only discovered in 2016". This aforementioned Single Audit Report is available on the City's website. The City Council had approved Ethico LLC for the Fraud Hotline on February 6, 2024 with resolution number 25,971. However, the contract with Ethico could not be completed due to delay in approval process and Ethico could longer honor the original price. Resolution number 25,971 is being rescinded for a new resolution approving Light-House Services LLC for Fraud Hotline service.

Further, the aforementioned Single Audit report made the following recommendations within the following finding numbers:

#2014-101B: Risk Identification (SD)

Recommendation: We recommend that the City put mechanisms in place to aid in anticipating, identifying, and reacting to routine events that affect the achievement of objectives.

#2014-122B – Communication (BP)

Recommendation: We recommend that the City has forms and means of communication in place to be able to communicate important information with employees and others.

#2014-136B – Report Deficiencies (SD)

Recommendation: We recommend that issues and deficiencies are directly communicated to the Responsible Person and elevated to someone at least a level higher.

Lastly, it should be noted that The Association of Certified Fraud Examiners (ACFE) in a "Report to the Nations" in 2018 on Global Occupational Fraud and Abuse stated that "Fraud in general poses a tremendous threat to organizations of all types and sizes, in all parts of the world". They advised that proactive measures such as fraud hotlines are vital in catching frauds and abuses early, which can help to limit losses [Source: 2018 ACFE Fraud Report to the Nations].

STATEMENT OF THE ISSUE

In order to remove obstacles to lines of communication (that may contribute to the risk of fraud within the City), a fraud-hotline-service is being recommended by City staff, and by the City's auditor, Eadie and Payne, in order to take an important measure to prevent and detect the risk of fraud.

The City's Audit Committee (which is made up of two Councilmembers, one appointed resident, the City Manager, the City Controller, and the Internal Auditor as authorized by Resolution number 25,220) solicited quotes from two responsive professional Fraud Hotline service providers. Two companies who participated in the prior bidding process were contacted by the Controller's department staff: They are Ethico LLC, and Light-House Services LLC. These firms were invited for presentation and interview. Thereafter, the vendors were rated based on their presentation and the candidates' submitted responses to the invitation. The candidate list and the proposed cost of services per month are stated below:

Service Provider	Amount
ETHICO	$5,770
LIGHT-HOUSE SERVICES	$3,000

The rating was based on the following criteria:

1. Company Background and General Qualification.
2. Technical Expertise and Knowledge of the Service.
3. Previous Experience with Services Similar in Scope.
4. Completeness and Accuracy of the Proposal.
5. Service Delivery Approach.
6. Cost of Services.
7. References.

The ranking scores out of 100 points are as follows:

- Lighthouse Services LLC 95 points
- Ethico LLC 85 points

Light-House Services LLC is now being selected because of their technical expertise, experience, and the lowest cost of service to meet the needs for the City of Compton.

Staff is requesting that the City Council authorize the City Manager to execute a contract between City of Compton and Light-house Services LLC for a period of Five (5) years at a total cost of Fifteen-Thousand Five-Hundred dollars ($15,500).

FISCAL IMPACT

The amount for this service is Fifteen-Thousand Five-Hundred dollars ($15,500.00) for the five-year contract. This amount is appropriated in the City Controller's office budget for the Fiscal-Year 2024-2025 in account number 1001-650-000-4266. (General Fund – Contract Services)

A purchase order is being requested to be opened for Light-House Services LLC, and the five-year contract will be payable as follows:

Fiscal Year	Account Code	Account Name	Amount
2025	1001-650-000-4266	Contract Services	$3,500
2026	1001-650-000-4266	Contract Services	$3,000

2027	1001-650-000-4266	Contract Services	$3,000
2028	1001-650-000-4266	Contract Services	$3,000
2029	1001-650-000-4266	Contract Services	$3,000

ALTERNATIVE

Alternatively, if the resolution is not adopted and the City continues without anonymous access for employees to report instances of fraud and/or misappropriation of City assets, the risk of embezzlement or fraud may occur or may go undetected. Moreover, some employees may not be comfortable with reporting such matters to their supervisor or manager, unless there is an avenue of anonymity.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution

APPROVED FOR FORWARDING:

SHARON RAHBAN NAVIZADEH

CITY CONTROLLER FORWARDED TO CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NUMBER 25,971 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE-YEAR AGREEMENT BETWEEN THE CITY OF COMPTON AND LIGHT-HOUSE SERVICES LLC TO PROVIDE FRAUD HOTLINE SERVICES TO THE CITY OF COMPTON AND TO ISSUE A PURCHASE ORDER FOR AN AMOUNT OF FIFTEEN- THOUSAND FIVE-HUNDRED DOLLARS ($15,500).

WHEREAS, the State Controller's Audit Report of March 2018 found that there was an embezzlement that occurred from May 2010 through December 2016 that totaled $3.72 million, this remained undetected until 2016, and

WHEREAS, the City desires to have a Fraud Hotline that will give employees access to make anonymous reports of potential frauds, abuses and misappropriation of City assets, and

WHEREAS, the City's Audit Committee invited 2 of the prior responsive candidates for the purpose of hiring a professional fraud hotline service firm, and

WHEREAS, these candidates went through a bidding process, they were independently evaluated and rated, and

WHEREAS, Light-House Services LLC received the highest rating at this time and was selected because of the company's background, technical expertise, experience, cost, service delivery, completeness and accuracy, and

WHEREAS, the fiscal impact of this agreement for fraud hotline services shall be a total cost of Fifteen- Thousand Five- Hundred Dollars ($15,500) for a Five-Year Contract, and

WHEREAS, it is recommended that the City Council adopt the Resolution and authorize the City Manager to enter into an agreement with Light-House Services LLC, to provide Fraud Hotline services for a five-year period and to open a purchase order from account number 1001-650-000-4266, (General Fund – Contract services account) for Light-House Services LLC.

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

SECTION 1. That the City Manager is hereby authorized to enter into a professional services agreement with Light-House Services LLC to provide Fraud Hotline service to enable City employees to report incidents of suspected fraud.

SECTION 2. That this Fraud Hotline service agreement shall be a five-year term beginning January 1, 2025 and ending January 31, 2030 at a total cost of Fifteen-Thousand Five-Hundred dollars ($15,500.00).

SECTION 3. That a purchase order is authorized to be issued to Light-House Services LLC in an amount of Fifteen-Thousand Five-Hundred dollars ($15,500), from funds available in the City Controller's budget for Fiscal-Year 2024-2025 in account number 1001-650-000-4266, (General Fund – Contract services account).

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

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

ADOPTED this _____ day of _____, 2024

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 25,971

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ETHICO LLC TO PROVIDE FRAUD HOTLINE SERVICES TO THE CITY OF COMPTON ($16,285.00)

WHEREAS, the State Controller's Audit Report of March 2018 found that there was an embezzlement that occurred from May 2010 through December 2016 that totaled $3.72 million, this remained undetected until 2016, and

WHEREAS, the City desires to have a Fraud Hotline that will give employees access to make anonymous reports of potential frauds, abuses and misappropriation of City assets, and

WHEREAS, the City's Audit Committee solicited three quotes from service vendors for the purpose of hiring a professional fraud hotline service firm, and

WHEREAS, three candidates were involved in the bidding process, they were independently evaluated and rated by the Audit Committee members, and

WHEREAS, Ethico LLC received the highest rating and was selected because of the company's background, technical expertise, experience, cost, service delivery, completeness and accuracy, and

WHEREAS, the fiscal impact of this agreement will be a total cost of Sixteen-Thousand Two- Hundred Eighty- Five Dollars for the Five-Year Contract ($16,285), and

WHEREAS, it is recommended that the City Council adopt the Resolution and authorize the City Manager to enter into an agreement with Ethico LLC, to provide Fraud Hotline services for a five year period and to open a purchase order from account number 1001-650-000-4266, (General Fund - Contractual Services account) for Ethico LLC.

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

SECTION 1. That the City Manager is hereby authorized to enter into a professional services agreement with Ethico LLC to provide Fraud Hotline service to enable City employees to report incident of fraudulent activities.

SECTION 2. That this Fraud Hotline service agreement shall be a five-year term beginning January 1st 2024 and ending December 31st, 2028 at a total cost of Sixteen-Thousand Two-Hundred Eighty-Five dollars ($16,285.00).

SECTION 3. That a purchase order is authorized to be issued to Ethico LLC in an amount of Sixteen-Thousand Two-Hundred Eighty-Five Dollars ($16,285), the funds are available in the City Controller's budget for Fiscal-Year 2023-2024 in account number 1001-650-000-4266, (General Fund - Contractual Services account).

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

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

ADOPTED this 6th day of FEBRUARY, 2024.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 6th day of FEBRUARY, 2024.

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

AYES: **COUNCILMEMBERS -** DUHART,SPICER,BOWERS,DARDEN,SHARIF
NOES: **COUNCILMEMBERS -** NONE
ABSTAIN: **COUNCILMEMBERS -** NONE
ABSENT: **COUNCILMEMBERS -** NONE

CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF COMPTON AND LIGHT-HOUSE SERVICES LLC

THIS AGREEMENT (this "Agreement") is made, and entered into, effective as of date of approval by and between Light-House Services, LLC, a Delaware corporation with a mailing address of **630 Freedom Business Center Drive, 3rd Floor, King of Prussia, PA 19406** and City of Compton, ("Client"). Light-House Services LLC and Client are sometimes collectively referred to herein as the "Parties."

RECITALS:

WHEREAS: The City desires to have a Fraud Hotline that will enable its employees the access to make anonymous reports of potential frauds, abuses and misappropriation of City assets, and

WHEREAS, The **City** wishes to utilize the Services of Light-House Services LLC as defined in the attached Schedule of Services ("SOS") in conjunction with City's ethics policy to assist in the identification of possible unethical, illegal or questionable behavior; and

WHEREAS, Light-House Services LLC is willing to provide these Services to the City of Compton and the City is willing to establish such Services, under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which is acknowledged by the Parties as sufficient, the Parties agree as follows:

AGREEMENT

1. TERM OF THE CONTRACT This Agreement shall be effective as of the Contract Effective Date and shall remain in effect until terminated as set forth in this Agreement. The Initial Term of this Agreement shall commence on the "Contract Effective Date" and end on the last day of the Initial Term as set forth in the SOS and shall automatically renew for successive one-year periods. Either Party shall have the right not to renew, provided the other Party is notified in writing with delivery confirmation that is received at least sixty (60) days prior to the end of the Initial Term or each Renewal Term.

.

2. FEES The fees for the Services shall be set out in Schedule A as applicable. Invoices will be sent to the Customer address set out below. Fees do not include any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with

this Agreement unless Customer provides a valid tax exemption certificate authorized by the appropriate taxing authority

3. Payment Payment is due upon execution of this Agreement, and on each one-year anniversary thereafter during the Initial Term and any renewals.

4. Confidentiality.

4.1 Customer agrees not to disclose any Confidential Information (as defined below) to any third parties (including any affiliated entities) without the prior written consent from Company.

4.2 Confidential Information" means: (i) any information in written or tangible form which is marked "Confidential" or "Proprietary" or containing a legend to similar effect; and (ii) any information disclosed verbally if such information was designated confidential or proprietary at the time of disclosure and if the disclosing party designates such disclosure as confidential in writing within thirty (30) days of disclosure.

4.3 Without granting any right or license, the non-disclosure obligations shall not apply with respect to any information that the receiving party can document: (a) is or becomes (through no improper action or inaction by the receiving party or any affiliate, agent, consultant or employee) generally available to the public; or (b) was in its possession or known by it without any limitation on use or disclosure prior to receipt from the disclosing party; or (c) was rightfully disclosed to it by a third party without restriction; or (d) was disclosed by the disclosing party to a third party without a duty of confidentiality on the third party; or (e) is independently developed by the receiving party without resort to disclosing party's disclosure

5 Destruction and Return of Client Information Pursuant to the Agreement, within thirty (30) days of the completion of Light-House Services for the City, termination of this Agreement, or such earlier time as the City may request, and at City's discretion, Light-House Services shall securely destroy all Client Information in their possession in such a manner as to eliminate the possibility that City information is capable of being read or reconstructed, except that Light-House Services shall be permitted to retain one copy of the information transferred pursuant to this Agreement for the purpose of establishing compliance with any applicable laws or regulations and for defending or maintaining any litigation relating to this Agreement, in each case

provided that such information shall remain subject to the confidentiality obligations set forth herein in accordance with the terms hereof.

If the City requires that Light-House Services return custody and control of the City information, these actions by Light-House Services will be completed at City's expense, at either a mutually agreed upon amount paid in advance, or at a rate of $220 per hour of labor. In addition, upon request Light-House Services shall provide to the City a written certification by an officer of Light-House Services confirming that such return or destruction occurred. If Light-House Services cannot destroy or destruction is not practical, all of the City Information as required herein due to recordkeeping law, technological constraints or the pendency of litigation requiring Light-House Services to retain the Client Information in its existing format, Light-House Services shall ensure the confidentiality of the City's information, shall not use or disclose City's Information after termination of its services and shall continue to handle City of Compton information in a manner consistent with its obligations hereunder or the underlying Agreement, and that it will comply with its destruction obligations once the legal prohibition on destruction has expired or the technological constraints have been removed.

6. Standard of Care; Liability Insurance.

Light-House Services agrees to provide the services in a careful and professional manner consistent with applicable industry standards. During the term of this Agreement, Light-House Services will maintain, at its own expense the minimum amounts of insurance specified below:

General Comprehensive Liability Insurance in an amount of at least $1,000,000 for bodily injury (including death) and property damage. Commercial General Liability (CGL) and/or umbrella Liability insurance [written on ISO Occurrence form CG 00 01 12 07 or equivalent, written on an occurrence form], with a limit of not less than $2,000,000 each occurrence.

Professional Liability/Errors and Omissions coverage covering the liability for any financial loss due to negligent error or omission of Light-House Services or its employees and agents with a policy limit of $2,000,000 per event. Cyber Liability including network security and privacy risks. Coverage will include unauthorized access, failure of security, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and data breach expenses, and consumer notification expenses, in an amount not less than $2,000,000.

Workers Compensation and Employers Liability Insurance meeting minimum statutory requirements. Commercial Umbrella and/or Employers

Liability Limits of no less than $1,000,000 each accident for bodily injury and $1,000,000 each employee for bodily injury by disease.
Automobile Liability and/or Umbrella Liability insurance with limits of not less than $1,000,000
each accident.

7. **Termination** In the event of a breach of any provision of this Agreement, the non-breaching Party shall notify the breaching Party in writing of the specific nature of the breach and shall request that it be cured. If the breaching Party does not cure the breach within thirty (30) days of such notice, the non-breaching Party may immediately terminate this Agreement effective on the date specified in written notice to the breaching party. In the event that Light-House Services is the breaching Party and was not able to cure the breach within the allotted time frame, Light-House Services shall reimburse the Client for any Fees for Service paid in advance and not rendered or delivered under the current Agreement.

Upon termination or expiration of this Agreement, all licenses granted herein will terminate, and each Party will return the other party's confidential information.

8. **Indemnification; Limitation of Liability** Client agrees to indemnify and hold harmless Light-House Services and its respective affiliates, directors, officers, employees, agents, and insurers from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable experts' and attorneys' fees) and judgments, in whatever jurisdiction brought, under either federal or state law, from any and all actions, liabilities, damages, claims or expenses of any kind, including reasonable attorneys' fees, to which Light-House Services may become subject and which arise out of any failure on the part of the Client to perform its obligations under this Agreement.

Client agrees and understands that Light-House Services does not guarantee nor warrant the veracity of information received from by Light-House Services, and Light-House Services is not responsible and shall not be liable for any action or inaction Client may take based on information accurately relayed to Client by Light-House Services. Client agrees to indemnify and hold harmless Light-House Services for any such use or misuse of any information appropriately obtained by Light-House Services and accurately conveyed to Client during the normal course of business.

9. **Governing Law , Jurisdiction** This Agreement, the transactions contemplated hereunder, and any disputes arising out of, related to, or in any way connected to this Agreement or the transactions contemplated hereunder shall be governed by and construed and interpreted in

accordance with the internal laws of the State of Delaware (and federal laws, to the extent applicable) without giving effect to any choice or conflicts of law principles that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

10. Arbitration. Any controversy, dispute or disagreement arising out of or relating to this Agreement, the breach thereof or the subject matter thereof, shall be settled by arbitration, which shall be administered at King of Perussia Delaware by the American Arbitration Association under its Commercial Arbitration Rules, as presently in effect, and which to the extent of the subject matter of the arbitration shall be binding not only on all Parties to the Agreement but also on any other entity controlled by, in control of or under common control with the Party to the extent that such affiliate joins in the arbitration, and judgment on the decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall bear their own costs and expenses incurred in connection with any such arbitration.

11. Force Majeure. A Party will not be deemed to be in breach of its obligations under this Agreement to the extent that a failure to perform is due, in any substantial part, to factors beyond its reasonable control, including, without limitation, civil disorder, disruptions of telecommunications services, labor disputes, governmental restrictions, fires, explosions, earthquakes, drought, tidal waves and floods, war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, embargo, rebellion, revolution, insurrection, or military or usurped power, civil war, contamination, riot, commotion, strikes, go slows, lock outs disorder, acts or threats of terrorism or other events beyond the control of a Party (each a "Force Majeure").

12. Notices and Amendments. All Amendments pursuant to this Agreement must be in writing and executed by and authorized representative from the Client and an authorized representative of Light-House Services. The Amendment shall be deemed effective upon delivery to the addresses specified under "Contact Information," with the costs of delivery being borne by the Party requesting the Amendment. Notices shall be delivered by any commercially reasonable means available. Light-House Services will proceed with work only when such Amendment has been executed by both Parties. Fees for new Services under any Amendment shall be prorated to the Renewal Date of the current Agreement, and then shall follow the same Renewal Term as the Agreement.

13. Independent Contractors. Client is retaining Light-House Services as an independent contractor, and nothing in this Agreement shall be construed to create any relationship of employer and employee between the Parties or between Client and any of Light-House Services' employees or subcontractors. Unless otherwise expressly provided by written agreement, neither Party shall be liable for any of the obligations, liabilities or debts of the other party. Nothing in this Agreement shall be interpreted to provide that Light-House Services is an agent of Client.

14. Information Sent via Internet. In no event shall Light-House Services be liable for any lost or delayed e-mail messages or attachments, or damages caused by viruses or other harmful components that were not caused by Light-House Services.

20. **HIPAA.** Light-House Services represents and warrants that all Services and products that it provides to Client will comply in all material respects with the Health Insurance Portability and Accountability Act ("HIPAA") and related regulations, including the EDI Standards, from and after each applicable compliance date. Light-House Services represents that when handling confidential health information, it will maintain the level of protection required of business associates under HIPAA regulations, from and after each applicable compliance date. Upon Client's request, Light-House Services agrees to provide such written assurances or other documentation as Client may reasonably require in order to maintain compliance with HIPAA. If at any time it is reasonably determined by Client that Services provided under this Agreement are not HIPAA compliant, and makes written notice of such determination, Light-House Services agrees to correct such problem at no additional charge within thirty days after receiving written notice thereof from Client.

21 Assignment. Neither Party may assign, sub license, rent, lease or otherwise transfer its rights, duties, or obligations under this Agreement to any person or entity without the prior written consent of the other party, except that Light-House Services shall be permitted to fully assign this Agreement (and any Amendment hereto) to the purchaser of all or substantially all of its assets or to any successor by merger, consolidation or similar corporate action provided that Light-House Services shall remain obligated for its performance prior to such effective date of such assignee.

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Agreement to be effective as of the Contract Effective Date set forth above:

Acknowledged and agreed:

CLIENT:	**Light-House Services:**
Authorized Signature:	Authorized Signature:
Printed Name: Willie Hopkins	Printed Name: Jarrett Dziuk
Title: City Manager	Title: Co CEO
Date:	Date:

Invoices will be issued to Customer at the following:

Address 1: 205 S Willow brook Ave
Address 2: _____
City: Compton
State: CA ZIP/Postal Code: 90220

SCHEDULE A
SERVICES

"**Services**" shall include the following:

1. Anonymous Hotline Services. The anonymous hotline reporting services (referred to herein as "Services") shall include, without limitation, the following:

   1.1 Company shall provide the Services to Customer on a twenty-four hour per day, seven days a week, 365 days per year basis.

   1.2 Company shall provide Customer with an online Case Management System, a toll-free number, website, digital suggestion box, facsimile number and e-mail address that can be utilized by employees and/or third parties based in United States, Canada, Mexico and such other countries as may be listed in the Connects Standard Implementation Requirements.

   1.3 All contact reports will be assigned a unique File ID and shall be retained by Company so long as Customer remains a client of Company.

   1.4 Company will provide Customer a copy in English of the information relayed by the reporter and will make its best effort not to jeopardize the anonymity of the reporter if he or she elected to remain anonymous. Customer is charged a $75.00 fee for reports in languages other than English or Spanish.

   1.5 Company will maintain network security as reasonably necessary to protect the anonymity of the reporter.

   1.6 Company will provide reporters with an option of follow-up communications.

1.7 Company will maintain adequate capacity on its network during the term of this Agreement to meet Customer's usage requirements.

1.8 Customer will list all recipients designated to receive the contact reports in the Connects Standard Implementation Requirements. Customer may revise the information provided in the Connects Standard Implementation Requirements.

2. Services Reports. Notwithstanding anything to the contrary in this Agreement, in providing specific contact reports to Customer, Company does not assume any liability as a result of Customer's use or misuse of the information contained in such contact reports and Customer shall indemnify Company for any costs, including reasonable attorneys' fees, associated with or in connection thereof with any and all actions, demands, or claims, whatsoever, against Customer in connection thereof. If Company is compelled to reveal the identity of any reporter as a result of any action of Customer, or on behalf of Customer, which includes but is not limited to a police warrant, court subpoena, or any other governmental intervention, then Company shall be indemnified by Customer for any costs incurred.

1. Disclaimers. Neither Company, its employees, agents, successor, and/or assigns make any warranties, express or implied, or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information received by Company through provision of the Services and forwarded to Customer.

2. Renewal. After the Initial Term this Agreement shall renew automatically for consecutive one-year terms unless written notice of cancellation is provided by either party at least sixty (60) days prior to the start of the next annual period.

3. Download of Data. Upon termination of the Services, Customer shall have thirty (30) days from the date of such termination to download its data from the Company Case Management System after such time the data will be destroyed.

4. Use of Services. Upon termination of the Services, Customer agrees to make commercially reasonable efforts to inform its employees to cease submitting reports to Company. Services are based on normal commercial use and are subject to Company's Reasonable Use Policy

available at: https://www.lighthouse-services.com/documents/reasonable_use_policy.pdf

SERVICES TERM, PRODUCT, PRICING AND IMPLEMENTATION INFORMATION

Hotline Services Start Date: July 1, 2024

Hotline Services End Date: June 30, 2029

Hotline & Awareness Products	
One-time, Initial Setup Fee	***$500***
Annual Fees* include the following:	
Connects Standard for **300** Employees	**$3,000**
North American Toll-Free Number	*Included*
Web Reporting Landing Page with custom URL	*Included*
Digital Suggestion Form	*Included*
Case Management System	*Included*
Case Management Users	*Included*
Initial Awareness: Customized Posters Wallet Cards Template and Administrator Materials	*Included*
Ongoing Awareness: Digital Bursts & Pulses	2 Complimentary Videos
Stand-Up! Listen-Up! Skills Development	2 Complimentary Videos
Total First Year Fees:	**$3,500**
Total Annual Fees (excluding One-time, Initial Setup Fee):	**$3,000**

Initial Setup Fee includes one-time account provisioning, routing, basic client customization options, etc.

**After the Initial Term the Annual Fee for Hotline Services may be increased on an annual basis provided the increase shall not exceed 10% per annum.*

Installation Service Options

Standard: $500 one-time Fee

Standard installations include the following services, provided by your Syntrio Customer Success Team:

- Case Management System (CMS) provisioning
- Hotline Account provisioning – with automated welcome email to all Primary Account holders
- Contracted users (from Appendix A documentation, above) provisioned and notified
- Up to three (3) incident types loaded into the Case Management System (CMS)
    - Generally, include HR compliance, Ethics and Fraud – Customer to select three user incident types from list
- Standard training session (held on Fridays) with Customer Success to learn system and answer questions.

LIGHT-HOUSE SERVICES LLC
FRAUD HOTLINE PROVIDER

Dated: _____ **By _____**

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Sharon Rahban, City Controller

Approved by:

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

Approved as to form:

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

ATTEST:

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

December 17, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: THE AUDIT COMMITTEE

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREED-UPON-PROCEDURE AGREEMENT BETWEEN CITY OF COMPTON AND EADIE AND PAYNE, LLP. TO REVIEW REVENUE COLLECTIONS AND TRENDS AND TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS ($50,000).

SUMMARY
Staff is requesting the City Council to authorize the City Manager to execute an agreement between the City of Compton and Eadie and Payne LLP to conduct Agreed-Upon-Procedure attestation services over various City of Compton revenue sources and trends, and to issue a purchase order to Eadie and Payne LLP in an amount not to exceed Fifty Thousand dollars ($50,000).

BACKGROUND

City Controller staff analysis of various revenue accounts and their trends has revealed that the City's actual revenue collections per fiscal year in some accounts has experienced declines and the City Controller's office has determined that it is necessary to conduct a revenue audit of selected/affected revenues to know the root cause of changes in their trends. Hence, it is necessary to have the revenues examined to make necessary corrections for improvement.

STATEMENT OF THE ISSUE

The City Controller's office conducted analyses of revenue collections and trends over prior years and in comparison with the budgets. It was observed that there were unexplained changes in trends in some revenues. Eadie and Payne LLP is the existing Certified Public Accounting Firm conducting the Financial Statements and Single Audit of the City. Eadie and Payne LLP has significant experience with performing Agreed Upon Procedures for cities like City of Compton. Eadie and Payne LLP is able to meet the required deadlines for the City of Compton since they have completed financial statements and single audits in the past for the City.

Eadie and Payne LLP has applied an invaluable investment of time in investigating and understanding Compton's internal control weaknesses. Their Staff have worked directly with City Staff to develop a very detailed layout of the City's internal controls and their participation in monitoring the progress is also invaluable.

FISCAL IMPACT

The amount for this service is requested not to exceed Fifty-Thousand ($50,000) and a Purchase order is requested to be to be issued to Eadie & Payne, LLP to conduct an Agreed-Upon-Procedures attestation service on the activities of several City of Compton revenues. This amount is already appropriated in the City Controller's office budget for the Fiscal Year 2024-2025 in account number 1001-650-000-4266 (Contract Services)

Staff therefore recommends that the City Council authorize the City Manager to execute an agreement with Eadie and Payne LLP to approve the professional Agreed-Upon-Procedure attestation service as needed and to approve a purchase order for Eadie & Payne in an amount not to exceed $50,000 (Fifty Thousand Dollars)

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution establishing, and authorizing, the City Manager to execute an agreement between the City of Compton and Eadie and Payne LLP to conduct Agreed-Upon-Procedure attestation services over various City of Compton revenue sources and trends, and to issue a purchase order to Eadie and Payne LLP in an amount not to exceed Fifty Thousand dollars ($50,000).

APPROVED FOR FORWARDING:

SHARON RAHBAN NAVIZADEH

CITY CONTROLLER FORWARDED TO CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREED UPON PROCEDURE AGREEMENT BETWEEN CITY OF COMPTON AND EADIE AND PAYNE, LLP. TO REVIEW REVENUE COLLECTIONS AND TRENDS AND TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED FIFTY THOUSNAD DOLLARS ($50,000).

WHEREAS, Section 1419 of the City Charter of the City of Compton provides for the employment of a qualified accountant at the beginning of each fiscal year, who at such time or times as may be specified by the City Council shall examine the books, records, inventories and reports of all officers and employees who receive, handle or disburse public funds and of such other officers, employees and departments (the audit) as the City Council may direct; and

WHEREAS, analysis of revenue collections by the Controller's office has revealed that several City of Compton revenue collections procedures need investigation for confirmation of controls and maintaining their necessary functions, and

WHEREAS, staff reached out to Eadie & Payne, LLP to perform this function. Eadie and Payne LLP is the existing Certified Public Accounting Firm conducting the Financial Statements and Single Audit of the City, and

WHEREAS, Eadie & Payne was selected and approved by resolution number 25,856 on June 27, 2023 based on their response to RFP for the professional service of a Certified Public accountant, and Agreed-Upon-Procedures were part of the attestation engagement services mentioned in their contract that may be rendered as agreed with the City of Compton (see attached copy of the resolution), and

WHEREAS, Eadie and Payne, LLP, has demonstrated that they have the necessary experience and technical expertise to perform audit and attestation services, and

WHEREAS, the fiscal impact of this Agreed-Upon-Procedures agreement will be a total cost not to exceed $50,000 (Fifty Thousand dollars)

WHEREAS, it is recommended that the City Council authorize the City Manager to enter into an agreement with Eadie and Payne, LLP to conduct Agreed-Upon-Procedure and attestation services to investigate certain revenue streams and trends and to issue a Purchase order for the service.

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

SECTION 1. That the City Manager is hereby authorized to enter into a professional services agreement between City of Compton and Eadie and Payne LLP (Certified Public Accountants) for Agreed-Upon-Procedures attestation services.

SECTION 2. That a purchase order in an amount not to exceed $50,000 (Fifty Thousand dollars) is authorized to be issued to Eadie & Payne, LLP to conduct Agreed-Upon-Procedures attestation services, for a contract period not to exceed one year.

SECTION 3. That funds are available in the City Controller's office budget for the Fiscal year 2024-2025 in account number 1001-650-000-4266 (Contract Services).

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

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

ADOPTED this _____ day of _____, 2024.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 25,856

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR EADIE AND PAYNE, LLP TO AUDIT THE CITY'S FINANCIAL STATEMENTS ($236,140)

WHEREAS, section 1419 of the City Charter of the City of Compton provides for the employment of a qualified accountant at the beginning of each fiscal year, who at such time or times as may be specified by the City Council shall examine the books, records, inventories and reports of all officers and employees who receive, handle or disburse public funds and of such other officers, employees and departments (the audit) as the City Council may direct; and

WHEREAS, an annual audit is also required to satisfy Federal legislation, state regulations, grants requirements, bonds covenants and other applicable regulations; and

WHEREAS, a Certified Public Accountant (C.P.A.) is needed to conduct an independent Financial Statement and Single Audit of the City for the Fiscal Years ended June 30 2022, June 30 2023 and June 30 2024.

WHEREAS, Municipal Code § 4-11.7(d) Exceptions to Competitive Bidding Requirements states

"Except as otherwise provided in Section 1409 of the City Charter, state or federal law, the competitive bidding requirements of this section shall not apply in the following circumstances:

(d) any contract for professional services; such as, but not limited to, attorneys, physicians, architects, engineers, consultants, accountants, specialized printers or other individual organizations possessing a high degree of professional, unique, specialized or technical skill or expertise. Selection of professional services providers shall be on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price."

WHEREAS, although a permitted exception to competitive bidding requirements existed due to the need of the professional services of an accountant, a Request for Proposal (RFP) was still issued in order to expand the pool of possible candidates.

WHEREAS, the City performed a competitive bidding process for the selection of a qualified Accountant to carry out the above required audit in line with the City Charter and other applicable legislation and contractual requirements; and

WHEREAS, during the Audit Committee meeting on March 28, 2022, the Audit Committee (as approved by the City Council per resolution number 25,220), requested staff to publish a Request for Proposal for Certified Public Accountants to conduct an independent Financial Statement and Single Audit of the City for the Fiscal Years ended June 30 2022, June 30 2023 and June 30 2024.

WHEREAS, two firms were involved in the bidding process who were independently evaluated and scored by the Audit Committee members; and

WHEREAS, Eadie and Payne, LLP, was selected because it demonstrated that it is specifically trained, experienced, competent, and has the resources to provide such services as required by the Agreement; and

WHEREAS, the fiscal impact of this agreement will be a total cost not to exceed Six-Hundred Fifty-Five Thousand Six-Hundred Forty-Four dollars ($655,644); and

WHEREAS, funds are already appropriated in this account in the amount of Two-Hundred Thirty-Six-Thousand One-Hundred-Forty Dollars ($236,140.00) in the City Controller's Department FY2022-2023 Budget for the first year of the contract; and

WHEREAS, a purchase order is being requested to be opened in the amount of Two-Hundred Thirty-Six-Thousand One-Hundred-Forty Dollars ($236,140.00) from account number 1001-650-000-4266, General Fund, City Controller Department, Contract Services Expense Account.

WHEREAS, it is recommended that the City Council authorize the City Manager to enter into an agreement with Eadie and Payne, LLP to provide audit services for the stated multiple Fiscal Years and to issue a Purchase order for the service.

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

SECTION 1. That the City Manager is hereby authorized to enter into a professional services agreement between the City of Compton and Eadie and Payne LLP, upon the advice of the City Attorney, to conduct professional audit services for the Fiscal Years ended June 30, 2022, June 30, 2023, and June 30, 2024 in the amount of Six-Hundred Fifty-Five Thousand Six-Hundred Forty-Four dollars ($655,644).

SECTION 2. That funds in the amount of Two-Hundred Thirty-Six-Thousand One-Hundred-Forty Dollars ($236,140.00) are available in the City Controller's Department budget for the Fiscal Year 2022-2023 in account number 1001-650-000-4266

SECTION 3. That a purchase order shall be issued to Eadie and Payne from Account Number 1001-650-000-4266 in the amount of Two-Hundred Thirty-Six-Thousand One-Hundred-Forty Dollars ($236,140.00).

SECTION 4. That funds will be allocated and a purchase order generated for the services provided under the Eadie and Payne LLP Agreement from future approved City budgets.

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

SECTION 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 27th day of JUNE, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing 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 27th day of JUNE, 2023.

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

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

CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF COMPTON
AND
EADIE AND PAYNE, LLP

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 **EADIE and PAYNE, LLP** (hereinafter referred to as **"CONSULTANT"**), located at 3880 Lemon St, Ste. 300, Riverside CA 92501.

RECITALS:

WHEREAS, Section 1419 of the Compton City Charter provides for the employment of a qualified accountant at the beginning of each fiscal year who shall examine the books, records, inventories and reports of all offices and employees who receive, handle or disburse public funds and of such other offices, employment and departments as the City Council may direct; and

WHEREAS, the **CITY** needs to employ the services of a qualified and experienced Certified Public Accountant firm to provide professional agreed-upon-procedure attestation services in connection with revenue collections and trends, and

WHEREAS, CONSULTANT (Eadie and Payne, LLP) represents that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

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

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

AGREEMENT:

1. SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

Agreed Upon Procedures

An agreed-upon procedures engagement is solely for the purpose of reporting the findings regarding the results of the procedures performed as compared to the criteria pursuant to the law, regulation, or contract requiring the agreed-upon procedures engagement. This procedure will be conducted in accordance with the attestation standards for agreed-upon procedures engagements established by the American Institute of Certified Public Accountants (AICPA). The consultant is responsible for carrying out the procedures and reporting findings in accordance with these standards. The consultant has no responsibility to determine the

differences between the procedures to be performed and the procedures that would have been determined to be necessary, if engaged to perform another form of attestation engagement.

2. The report will list the procedures performed and the findings. The report will be addressed to the City Controller and will be intended for use by and restricted to the use of the specified parties as identified above. The report will contain such restricted-use language.

3. Any reservations with respect to the subject matter, the consultant will discuss them with the City before the report is issued.

4. The consultant has no responsibility to update the report for events and circumstances occurring after the date of the report.

5. As part of the engagement, the consultant will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the agreed upon procedures.

It is understood and agreed that **CONSULTANT** has the professional skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement and that the **CITY** relies upon the professional skills of the **CONSULTANT** to do and perform **CONSULTANT's** work in a skillful and professional manner.

CONSULTANT services hereunder shall be performed in good, workmanlike and professional manner. **CONSULTANT** shall be responsible for correcting and completing all errors and omissions related to the services provided by the **CONSULTANT** for this Agreement at no additional cost to the **CITY.** "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the **CONSULTANT** to meet the standards of its profession as set forth in the preceding paragraph.

Acceptance by **CITY** of the work performed under this Agreement does not operate as a release of said **CONSULTANT** from such professional responsibility for the services performed.

2. ASSIGNMENT OF PERSONNEL

CONSULTANT has, or will secure, all the personnel required to perform the services under this Agreement. The **CITY** and **CONSULTANT** agree that such personnel are employees only of the **CONSULTANT** and shall not be considered to be employees of the **CITY** in any way whatsoever.

Eden Casareno, Partner of the **CONSULTANT**, shall be primarily responsible for representing the **CONSULTANT** in the performance of this Agreement.

3. DURATION OF CONTRACT

CONSULTANT agrees to commence the services provided for herein upon certification and approval of this contract and to continue in a diligent and professional manner until performance of the agreed services for the selected Fiscal Year(s) subject to the attestation services is completed, unless this Agreement is terminated as provided herein.

4. COMPENSATION

The method of payment for this Contract will be on a fee-for-services basis. Hourly rates for services and anticipated billable hours are specified within **CONSULTANT's "Summary of Professional Fees,"** as contained with the **CONSULTANT's** Letter of Engagement.

CONSULTANT understands and agrees that the maximum total compensation, including agreed upon reasonable expenses, authorized to be paid for completion of all services to be performed during the term of this Agreement shall be limited to and not-to-exceed a sum of up to **Fifty Thousand Dollars ($50,000)** for the fiscal year 2023 of this Agreement**.** The total price paid the **CONSULTANT** will include compensation for all services, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the **CONSULTANT**, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the **CONSULTANT** and the **CITY**. Adjustment in the total compensation will not be effective until authorized and approved by the **CITY.**

The fees will be payable based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. The following hourly rates will be applied:

Partner -	$320
Manager -	$260
Supervisor -	$200
Senior -	$150
Staff Accountant -	$120

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the **CONSULTANT**. If **CONSULTANT** fails to submit the required deliverable items according to schedule, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein. Payment to **CONSULTANT** for services performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by **CONSULTANT**.

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

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

In the event of termination, the **CONSULTANT** shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination; including any noncancellable obligations incurred prior to termination; provided, however, that the **CITY**

may condition payment of such compensation upon the **CONSULTANT's** delivery to the **CITY** of any and all **CITY** property, documents, reports, records, materials and work product associated with the performance of this Agreement.

5. OWNERSHIP OF MATERIALS

All electronic and hardcopy data, reports, documents, records, plans, discs, diskettes or other material ("Documents") prepared, developed or discovered by or provided to **CONSULTANT** during the course of providing services pursuant to this Agreement shall be the property of the **CITY,** whether or not the services are completed**,** and all common law and statutory copyrights now held or acquired in the future by the **CONSULTANT** in the documents are hereby assigned to the **CITY. CONSULTANT** shall deliver all Documents to the **CITY** no later than the earlier of: (a) the date of final completion of the services, or (b) the date this Agreement is terminated for any reason prior to final completion of the services. If this Agreement is terminated for any reason, the **CITY** and its agents, employees, representatives and/or assigns may use the Documents, in whole or in part, or in modified form, at City's sole discretion.

6. INDEPENDENT CONTRACTOR STATUS

CONSULTANT, its officers, employees, subconsultants, agents and volunteers (collectively hereinafter the "Consultant"), is a wholly independent Consultant 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 **CONSULTANT**, except as expressly set forth in this Agreement. **CONSULTANT** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **CONSULTANT** shall not at any time or in any manner, represent that **CONSULTANT** is in any manner officers, employees, agents or volunteers of the **CITY**. **CONSULTANT** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **CONSULTANT** expressly waives any claim to such rights.

7. SUCCESSORS, ASSIGNMENT AND DELEGATION

The **CITY** and the **CONSULTANT** 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 this Agreement.

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

8. NONDISCRIMINATORY EMPLOYMENT PRACTICES

During the performance of this Agreement, the **CONSULTANT** agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. **CONSULTANT** will take affirmative action to ensure that applicants are employed,

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

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

9. INDEMNIFICATION

CONSULTANT shall indemnify and held harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way and to the extent resulting from or arising out of the negligent or intentional wrongful acts or omissions of **CONSULTANT**, its officers, employees, subconsultants, or agents in the performance of the duties undertaken by **CONSULTANT** pursuant to this Agreement.

This indemnification and hold harmless obligation do not extend to claims arising out of the sole negligence, active negligence or willful misconduct of the **CITY**.

10. INSURANCE

A. Without limiting the **CONSULTANT's** indemnification of the **CITY, CONSULTANT** shall provide and maintain, at its own expense, and require any of its subconsultant's to maintain, during the term of this Agreement the following program(s) of insurance covering its operations as applicable hereunder in this Agreement.

Such insurance, which shall be provided by insurer(s) satisfactory to the City's Risk Manager, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the **CITY**. Evidence of insurance shall be delivered to the **CITY** at the time of **CONSULTANT's** execution of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that the **CITY** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice of any non-payment of premium(s). Failure on the part of the **CONSULTANT** to procure or maintain insurance shall constitute a material breach upon which the **CITY** may immediately terminate this Agreement.

All insurance required hereunder shall not call on the **CITY's** program for contributions. Program(s) of insurance shall include:

(1) General/Professional Liability: A program, including but not limited to comprehensive or commercial general liability, inclusive of contractual liability, personal injury liability and broad form property damage coverage, and insurance covering liability from any error, omission, negligent or wrongful acts (Professional Liability) of the **CONSULTANT**, its officers, employees, agents and professional consultants of at least **One Million Dollars ($1,000,000.00)** per claim. **CONSULTANT** shall be required to provide the **CITY** with certified copies of the current Certificates of Insurance and the Policy Endorsement Pages**, both** naming the **CITY** as the **"additional insured"** party on the general liability coverage, at the time of execution of this Agreement. Certificates of Insurance and Endorsement Pages must also include the **CONSULTANT's** name as the insured party and specifically identify coverage for the project or work required by this Agreement.

(2) Workers' Compensation: A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code or by any other state, and which specifically covers all persons providing services by or on behalf of the **CONSULTANT**, and risks to such persons under this Agreement.

B. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONSULTANT** under the terms of the Agreement. **CONSULTANT** 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 **CONSULTANT's** work.

CONSULTANT shall ensure any and all subconsultants performing services under this Agreement meet the insurance requirements of this Agreement.

11. PERMITS AND LICENSES

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

Upon execution of this Agreement, the **CONSULTANT** shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

12. WARRANTIES

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

CONSULTANT shall be responsible to **CITY** for acts and omissions of its subconsultants and the employees and agents of each of them.

13. FEDERAL AND STATE WITHHOLDING TAXES

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

14. COMPLIANCE WITH LAW

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws.

15. CONFIDENTIAL INFORMATION AND ASSIGNMENTS

The **CONSULTANT** and **CITY** shall retain as confidential all information and data furnished by the other party that is known to be confidential or proprietary, or which is clearly identified as such, in connection with this Agreement and such information will not be disclosed or used except to the extent that such disclosure or use is reasonably necessary to the performance of this Agreement, or is required by statute, regulation, ordinance, judicial order or other governmental request.

In addition, neither party shall be liable for disclosure or use of confidential information which: (1) was known by the receiving party at the time of disclosure due to circumstances unrelated to this Agreement; (2) is generally available to the public without breach of this Agreement; (3) is disclosed with the prior written approval of the non-disclosing party; or (4) is required to be released by applicable law or court order.

16. WAIVERS

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

17. CONSULTANT's BOOKS AND RECORDS

CONSULTANT 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.

CONSULTANT 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** for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at **CONSULTANT's** address indicated for receipt of notices in this Agreement.

19. CONFLICT OF INTEREST

CONSULTANT shall at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the **CITY** in the performance of this Agreement.

20. TERMINATION

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

a. Either party may terminate this Agreement at any time by giving fifteen (15) calendar days written notice of termination to the other party. If the **CITY** gives such notice of termination, **CONSULTANT** shall cease immediately all work in progress, unless instructed different by **CITY**. If **CONSULTANT** gives such notice of termination, **CONSULTANT** shall continue to fully and faithfully perform the services required pursuant to this Agreement during the15-day notice period, unless both parties mutually agree otherwise.

b. If **CONSULTANT** fails to perform or breaches any material obligation under this Agreement, after giving written notice of default and five (5) days to correct the same, then, in addition to any other remedies, the **CITY** may terminate this Agreement immediately without further notice.

c. The **CITY** may terminate this Agreement immediately upon written notice if **CONSULTANT** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law.

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

e. Upon termination by either the **CITY** or **CONSULTANT, CONSULTANT** shall deliver to the **CITY** all property of the **CITY** in **CONSULTANT's** possession and copies of all reports, documents and other work prepared by **CONSULTANT** pursuant to this Agreement. **CONSULTANT** shall furnish to the **CITY** a final invoice for work performed.

21. AMENDMENTS

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

22. GOVERNING LAW AND SEVERABILTIY

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. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in 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.

23. EXTENT OF AGREEMENT AND EXHIBITS INCORPORATED

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 subconsultant or subcontractor and the **CITY**.

24. NOTICES

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, registered or certified, and addressed as hereinafter provided, or (c) one business day after send by facsimile transmission.

TO CONSULTANT:

3880 Lemon St., Ste 300
P O Box 1529
Riverside, CA 92502-1529
951-241-7800

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Controller
(310) 605-5576
(310) 764-5897 – fax.

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.

Note: A copy of any notice provided to the Controller shall also be provided to: City Manager 205 South Willowbrook Avenue, Compton, California 90220.

25. CERTIFICATIONS

CERTIFICATIONS OF CONSULTANT

I, Eden Casareno**,** C.P.A., **HEREBY CERTIFY** that I am a Partner, and duly authorized representative of the **CONSULTAN**T firm of Mayer Eadie & Payne, LLC., and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

_____ _____

Eden Casareno, C.P.A., Partner **(Date)**

26. MISCELLANEOUS

CONSULTANT agrees to obtain, keep and maintain at all times during the performance of the Agreement a Faithful Performance Bond in the amount of the contract sum. Said Bond shall be in form approved by the Compton City Attorney's Office/Risk Management Division and issued by a surety authorized to do business in the state of California. Proof of maintenance of the Performance Bond shall be due and delivered to the **CITY** at the beginning of each contract year that this Agreement is in effect.

CONSULTANT 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 **CONSULTANT** on the basis that either party was responsible for or in control of the drafting of such documents.

All provisions of this Agreement which by their nature continue beyond the termination or completion of performance under this Agreement, including, without limitation, those obligations pertaining indemnification, insurance, confidentiality and ownership of documents, shall survive and continue in force after either termination or completion of performance by **CONSULTANT**.

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

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

EADIE & PAYNE LLP. /CONSULTANT

Dated: _____ **By** _____

Eden Casareno, C.P.A., Partner

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Sharon Rahban, C. P. A., City Controller

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

Approved as to form:

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

ATTEST:

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

Overview

This addendum to the engagement letter describes our standard terms and conditions ("Terms and Conditions") related to our provision of services to you. This addendum and the accompanying engagement letter comprise your agreement with us ("Agreement"). If there is any inconsistency between the engagement letter and this *Terms and Conditions Addendum*, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to "we," "us," or "our" is a reference to Eadie and Payne, LLP, and any reference to "you," or "your" is a reference to the party or parties that have engaged us to provide services. References to "Agreement" mean

the engagement letter or other written document describing the scope of services, any other attachments incorporated therein, and this *Terms and Conditions Addendum*.

Billing and Payment Terms

We will bill you for our professional fees and out-of-pocket costs monthly as work progresses. Payment is due upon receipt. If payment is not received within 30 days, you will be assessed interest charges of 1% per month on the unpaid balance.

We reserve the right to suspend or terminate our work for non-payment of fees. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of our services.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, or store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. We may use third party service providers to store or transmit this data, such as providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. We require our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement.

Client Portals

To enhance our services to you, we will utilize a client portal, a collaborative, virtual workspace in a protected, online environment. The client portal permits real-time collaboration across geographic boundaries and time zones and allows Eadie and Payne, LLP and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use the client portal, you will be required to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement.

You agree that Eadie and Payne, LLP has no responsibility for the activities of the client portal and agree to indemnify and hold Eadie and Payne, LLP harmless with respect to any and all claims arising from or related to the operation of the client portal. While the client portal backs up your files to a third-party server, we recommend that you also maintain your own backup files. Items placed on the client portal will be deleted periodically according to firm policy.

Newsletters and Similar Communications

We may send newsletters, emails, explanations of technical developments or similar communications to you. These communications are of a general nature and should not be construed as professional advice. We may not send all such communications to you. These communications do not continue a client relationship with you, nor do they constitute advice or an undertaking on our part to monitor issues for you.

Records Management

Record Retention and Ownership

We will return all of your original records and documents provided to us at the conclusion of the engagement. Your records are the primary records for your operations and comprise the backup and support for your work product. Our copies of your records and documents are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

Our firm destroys workpaper files after a period of 5 years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy.

Working Paper Access Requests by Regulators and Others

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute legal or investment advice unless specifically agreed to in the *Engagement Objective and Scope* section of this Agreement. We recommend that you retain legal counsel and investment advisors to provide such advice.

Brokerage or Investment Advisory Statements

If you provide our firm with copies of brokerage (or investment advisory) statements and/or read-only access to your accounts, we will use the information solely for the purpose described in the *Engagement Objective and Scope* section of the engagement letter. We will rely on the accuracy of the information provided in the statements and will not undertake any action to verify this information. We will not monitor transactions, investment activity, provide investment advice, or supervise the actions of the entity or individuals entering into transactions or investment activities on your behalf. We recommend you receive and carefully review all statements upon receipt, and direct any questions regarding account activity to your banker, broker or investment advisor.

Other Income, Losses and Expenses

If you realized income, loss or expense from a business or supplemental income or loss, the reporting requirements of federal and state income tax authorities apply to such income, loss or expense. You are responsible for complying with all applicable laws and regulations pertaining to such operations, including the classification of workers as employees or independent contractors and related payroll tax and withholding requirements.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may face. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with any decision solely on the basis of any oral or email communication. You accept all responsibility, except to the extent caused by the gross negligence or willful misconduct of Eadie and Payne, LLP, for any loss, cost or expense resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this in a separate engagement letter.

Management Responsibilities

While Eadie and Payne, LLP can provide assistance and recommendations, you are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee any services that Eadie and Payne, LLP provides. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Conflicts of Interest

If we, in our sole discretion, believe a conflict has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

Alternative Dispute Resolution

If a dispute arises out of or relates to the Agreement including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Professional Accounting and Related Services Dispute Resolution Rules* before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. Any mediator so designated must be acceptable to all parties. The mediation will be conducted in California.

The mediation will be treated as a settlement discussion and, therefore, will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation

proceedings shall be shared equally by all parties. Any costs for legal representation shall be borne by the hiring party.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property we use are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

Statute of Limitations

You agree that any claim arising out of this Agreement shall be commenced within one (1) year of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against Eadie and Payne, LLP.

Termination and Withdrawal

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, your failure to comply with the terms of this Agreement or as we determine professional standards require.

Assignment

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Entire Agreement

The engagement letter, including this *Terms and Conditions Addendum* and any other attachments, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this Agreement must be made in writing and signed by both parties.

December 17, 2024

TO: **MAYOR AND COUNCILMEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEMPORARY LICENSE AGREEMENT WITH PALP DBA EXCEL PAVING FOR USE OF CERTAIN SUCCESSOR AGENCY-OWNED REAL PROPERTY LOCATED AT 413-415 WEST COMPTON BOULEVARD IN THE AMOUNT OF TWO THOUSAND DOLLARS PER MONTH ($2,000) NOT TO EXCEED TEN (10) MONTHS**

SUMMARY

Adoption of this resolution will authorized the City Manager to enter into a ten (10) month non-exclusive, revocable Limited License Agreement for the Successor Agency ("Agency") owned property at 413-415 West Compton Boulevard, Compton, California ("Property"), with Palp dba Excel Paving ("Excel Paving") for temporary parking and storage of construction equipment and vehicles being used for the construction work and services pursuant to the Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project, CIP# 18-02 ("Project") for $2,000 per month.

BACKGROUND

Palp dba Excel Paving is currently under contract with the City of Compton to perform street construction and repairs. The area that the contractor is working on is in the vicinity of the subject site. Excel Paving made a request to City staff to use the Property to stage and store its construction equipment and materials for a period of ten (10) months. The Property is currently vacant and is available for sale by the City.

STATEMENT OF THE ISSUE

The limited license term requested by Excel Paving is for ten (10) months commencing December 18, 2024 and expiring on October 18, 2025. The property is currently available for development. However, this proposed Limited License Agreement will expire prior to finalizing any potential Purchase Sales Agreement.

Excel Paving has agreed to the maintenance of the fence and the placement of screening on the fence surrounding the Property to restrict the view of the site from its surrounding neighbors as well as keep dust to a minimum. The contractor is also responsible for the maintenance and landscaping of the site including the removal of illegal dumping.

Therefore, in order for the City Manager to enter into a ten (10) month non-exclusive, revocable Limited License Agreement for the Successor Agency ("Agency") owned property at 413-415 West Compton Boulevard, Compton, California ("Property"), with Palp dba Excel Paving ("Excel Paving") for temporary parking and storage of construction equipment and vehicles being used for the construction work and services pursuant to the Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project, CIP# 18-02 ("Project"), City Council's authorization is necessary.

ALTERNATIVE

There are no other alternative being recommended at this time.

FISCAL IMPACT

City management negotiated the price with the contractor at $2,000 per month for use of 4,000 square foot at Fifty Cents ($.50) per square foot. The price is consistent with the standard leasing rate for city-owned outdoor space or vacant property at Fifty Cents ($.50) per square foot and comparable to a previously approved City Council rate. The estimated total revenue is $20,000 based on a monthly rate of $2,000 for a total of 10 months. The funds will be deposited in the Successor Agency fund under Rents and Concessions in Account No. 1201-000-000-3420.

RECOMMENDATION

Staff respectfully recommends that the City Council adopt the attached resolution authorizing the City Manager to enter into a License Agreement with Palp dba Excel Paving to lease certain Successor Agency-owned real property at 413-415 West Compton Boulevard for the purpose of temporary parking and storage of equipment and vehicles being used for the construction work and services pursuant to the Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project, CIP# 18-02 in the amount of $2,000 a month for ten (10) months.

WILLIE A. HOPKINS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEMPORARY LICENSE AGREEMENT WITH PALP DBA EXCEL PAVING FOR USE OF CERTAIN SUCCESSOR AGENCY-OWNED REAL PROPERTY LOCATED AT 413-415 WEST COMPTON BOULEVARD IN THE AMOUNT OF TWO THOUSAND DOLLARS PER MONTH ($2,000) NOT TO EXCEED TEN (10) MONTHS

WHEREAS, the City of Compton Successor Agency ("Agency") owns vacant real property located at 413-415 West Compton Boulevard, Compton, California ("Property"); and

WHEREAS, Palp dba Excel Paving ("Excel Paving") is a construction company currently under contract with the City performing street construction and repair pursuant to the Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project, CIP# 18-01 ("Project"); and

WHEREAS, the above noted Project that Palp dba Excel Paving is constructing in the vicinity of the Property and Excel Paving made a request to the City to use 4,000 square feet of the Property to stage and store its construction equipment and materials for a period of ten (10) months; and

WHEREAS, the Property is currently vacant and is available for sale by the Agency, thus the Agency can provide Palp dba Excel Paving with a non-exclusive, revocable Limited License to use the Property not to exceed ten (10) months and Excel Paving is willing to pay the Agency the sum of Two Thousand Dollars ($2,000) per month for temporary use; and

WHEREAS, funds will be deposited to Rents and Concessions in Account No. 1205-000-000-3420; and

WHEREAS, the limited license term requested by Palp dba Excel Paving is for ten (10) months commencing December 18, 2024 and expiring on October 18, 2025; and

WHEREAS, the Agency owned property is currently available for development; however, this proposed Limited License Agreement will expires prior to finalizing any potential Purchase and Sales Agreement.; and

WHEREAS, Palp dba Excel Paving has agreed to the maintenance of the fence and the placement of screening on the fence surrounding the Property to restrict the view of the site from its surrounding neighbors as well as keep dust to a minimum; and

WHEREAS, the contractor is also responsible for the maintenance and landscaping of the site including the removal of illegal dumping; and

WHEREAS, City management negotiated the price with the contractor at $2,000 per month for use of 4,000 square foot at Fifty Cents ($.50) per square foot; and

WHEREAS, the price is consistent with the standard leasing rate for city-owned outdoor space or vacant property at Fifty Cents ($.50) per square foot and comparable to a previously approved City Council rate applied and the estimated total revenue is $20,000 based on a monthly rate of $2,000 for a total of 10 months; and

WHEREAS, revenue of $2,000 a month for the use of 4,000 square feet at Fifty Cents ($.50) per square feet will be given to the City Successor Agency as a result of the Limited License Agreement; and

WHEREAS, funds will be deposited to Rents and Concessions Account No. 1201-000-000-3420; and

WHEREAS, in order for the City Manager to enter into a revocable Limited License Agreement with Palp dba Excel Paving for ten (10) months in the amount of $2,000 per month, City Council's authorization is necessary.

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

Section 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a temporary License Agreement with Palp dba Excel Paving to lease certain Successor Agency-owned property located at 413-415 West Compton Boulevard for the sum of $2,000.00 per month for the purpose of temporary parking and storage of Excel Paving construction equipment and vehicles being used pursuant to the construction work and services on the Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project, CIP# 18-02.

Section 2. That the license fees for the Limited License Agreement of the property at 413-415 West Compton Boulevard property shall be deposited in Account No. 1205-000-000-3420 (Rents and Concessions).

Section 3. That a certified copy of this resolution shall be filed in the offices of the Executive Director, City Attorney, City Controller, Successor Agency, Public Works Engineering Department and City Clerk.

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

ADOPTED this _____ day of _____, 2024.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

AYES: COUNCILMEMBER -
NOES: COUNCILMEMBER -
ABSENT: COUNCILMEMBER -

_____
CITY CLERK OF THE CITY OF COMPTON

LICENSE AGREEMENT
BETWEEN
CITY OF COMPTON SUCCESSOR AGENCY
OF THE CITY OF COMPTON
AND
PALP DBA EXCEL PAVING

THIS LICENSE AGREEMENT (hereinafter referred to as the "Agreement") is entered into by and between the **CITY OF COMPTON SUCCESSOR AGENCY**, a distinct and separate legal entity from the City of Compton (hereinafter referred to as "Licensor") located at 205 South Willowbrook Avenue, Compton, California 90220, and **PALP DBA EXCEL PAVING** (hereinafter referred to as "Licensee") located at 2230 Lemon Avenue, Long Beach, California 90806.

W I T N E S S E T H:

WHEREAS, Licensor is the owner of the land commonly known as 413-415 West Compton Boulevard, Compton, California 90220 (the "Property");

WHEREAS, Licensee is a construction company currently under contract with the City of Compton on a Project and desires to use the Licensed Premises, as depicted in "Exhibit A", which is attached hereto and incorporated herein by this reference, for the following purpose: utilization of the Licensed Premises for parking and storage of Licensee's construction equipment and vehicles for the construction work and services on the City of Compton "Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project – CIP# 18-02" (hereinafter the "Permitted Purpose"); and

WHEREAS, Licensor has agreed to grant to Licensee, and Licensee has agreed to accept from Licensor, a limited, non-exclusive, revocable license to enter upon the Property to conduct the Activities in accordance with and subject to the terms and provisions of this Agreement;

WHEREAS, Licensor and Licensee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Activities and Licensee's entry upon the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee do hereby covenant and agree as follows:

1. Term. The term of this Agreement shall be for the period commencing on December 18, 2024 and shall expire on October 18, 2025. This Agreement shall automatically terminate upon its expiration and Licensee hereby waives any and all rights to relocation benefits under California law upon the expiration or earlier termination of this Agreement.

2. Fee. The license fee for this Agreement shall be Two Thousand Dollars ($2,000.00) per month payable monthly in advance to the City of Compton Successor Agency.

3. Use. Licensee may use the Property only for the Activities, and for no other use or purpose.

4. No Improvements or Hazardous Substances. Licensee shall not construct any improvements on the Property or bring onto or use any hazardous substances on the Property without the prior written consent of Licensor. Licensor acknowledge and agrees that Licensee shall have no responsibility or liability for any hazardous materials or contaminated material existing at the Property except for hazardous materials or contaminated materials Licensee brings to the Property and negligently handles.

5. Removal of Personal Property. Upon the expiration or earlier termination of this Agreement, Licensee shall remove all of its personal property from the Property and restore the Property to its condition as of the date hereof.

6. Damage; Indemnity. Licensee expressly agrees as follows: (i) any Activities by or on behalf of Licensee, including, without limitation, the entry by Licensee or Licensee's officers, members, employees, agents or contractors (collectively, "Licensee's Designees") onto the Property in connection with the Activities, shall not damage the Property in any manner whatsoever, (ii) in the event the Property is damaged, altered or disturbed in any manner in connection with the Activities, Licensee shall return the Property to the condition existing prior to the Activities, and (iii) Licensee, to the fullest extent allowed by law, shall indemnify, defend and hold Licensor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever, including, without limitation, attorneys' fees and expenses and court costs suffered, incurred or sustained by Licensor as a result of, by reason of, or in connection with the Activities or the entry by Licensee or Licensee's Designees onto the Property (including, without limitation mechanics liens). The indemnification and defense obligations of Licensee contained herein shall survive the expiration or earlier termination of this Agreement.

7. Permits and Licenses. Licensee, 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 this Agreement.

8. Insurance. Licensee shall procure and maintain, at its own expense and during the term of this Agreement, a policy of commercial General Liability insurance issued by an insurer reasonably satisfactory to Licensor covering each of the Activities with limits of liability of not less than $1,000,000.00 per occurrence and Automobile insurance with a limit of liability of not less than $1,000,000 for each accident. Licensee shall deliver to Licensor Certificate(s) of Insurance evidencing that such insurance is in full force and effect, and evidencing that Licensor has been named as an additional insured thereunder with respect to the Activities, prior to entering the Property. Additionally, in accordance with the provisions of Section 3700 of the Labor Code, Licensee shall be insured against liability for Workers' Compensation or to undertake self-insurance in compliance with that Code.

9. Successors. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

10. Limitations. Licensor does not hereby convey to Licensee any right, title or interest in or to the Property, but merely grants the specific and limited contractual rights and privileges hereinabove set forth.

11. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and shall be deemed given as of the time of hand delivery to the addresses set forth below, or if sent by United States registered or certified mail, postage prepaid, return receipt requested or nationally recognized overnight mail service (i.e., FedEx), on the date of actual delivery. Unless notice of a different address has been given in accordance with this section, all such notices shall be addressed as follows:

If to Licensor, to:
Successor Agency to the Community Redevelopment Agency of the City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Executive Secretary

If to Licensee, to:
Palp dba Excel Paving
2230 Lemon Avenue
Long Beach, California 90806
Attn: Curtis P. Brown III, President

12. Assignment. This Agreement may not be assigned by Licensee, in whole or in part.

13. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Furthermore, executed counterparts of this Agreement may be delivered by emails of pdf documents, and such electronic transmissions shall be valid and binding for all purposes when transmitted to and actually received by the other party. Notwithstanding the foregoing, each party delivering executed documents by email agrees to provide the other party with an original, hard copy of the relevant signed documents promptly after the request of the other party.

15. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded, and any such recordation or attempted recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation.

16. Miscellaneous. As part of this Agreement, Licensor has directed Licensee to contact the following agencies in connection with the proposed use of the Property prior to the commencement of the Activities: (i) the City's Parks and Recreation Department for all necessary fees and procedures; (ii) the Los Angeles County Sheriff's Department to ensure that any security plans for the event are in place; (iii) the City's Building and Safety for any

applicable permits; (v) the City's Business License Division for all applicable licenses and permit fees; and (vi) the Compton Fire Department for any emergency medical assistance, if needed.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed and sealed, all the day and year first written above.

PALP DBA EXCEL PAVING
"LICENSEE"

Dated: _____

By: _____
Curtis P. Brown III, President

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

Dated: _____

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

Approved as to form:

By: _____
Eric J. Perrodin, City Attorney

Dated: _____

ATTEST:

Dated: _____

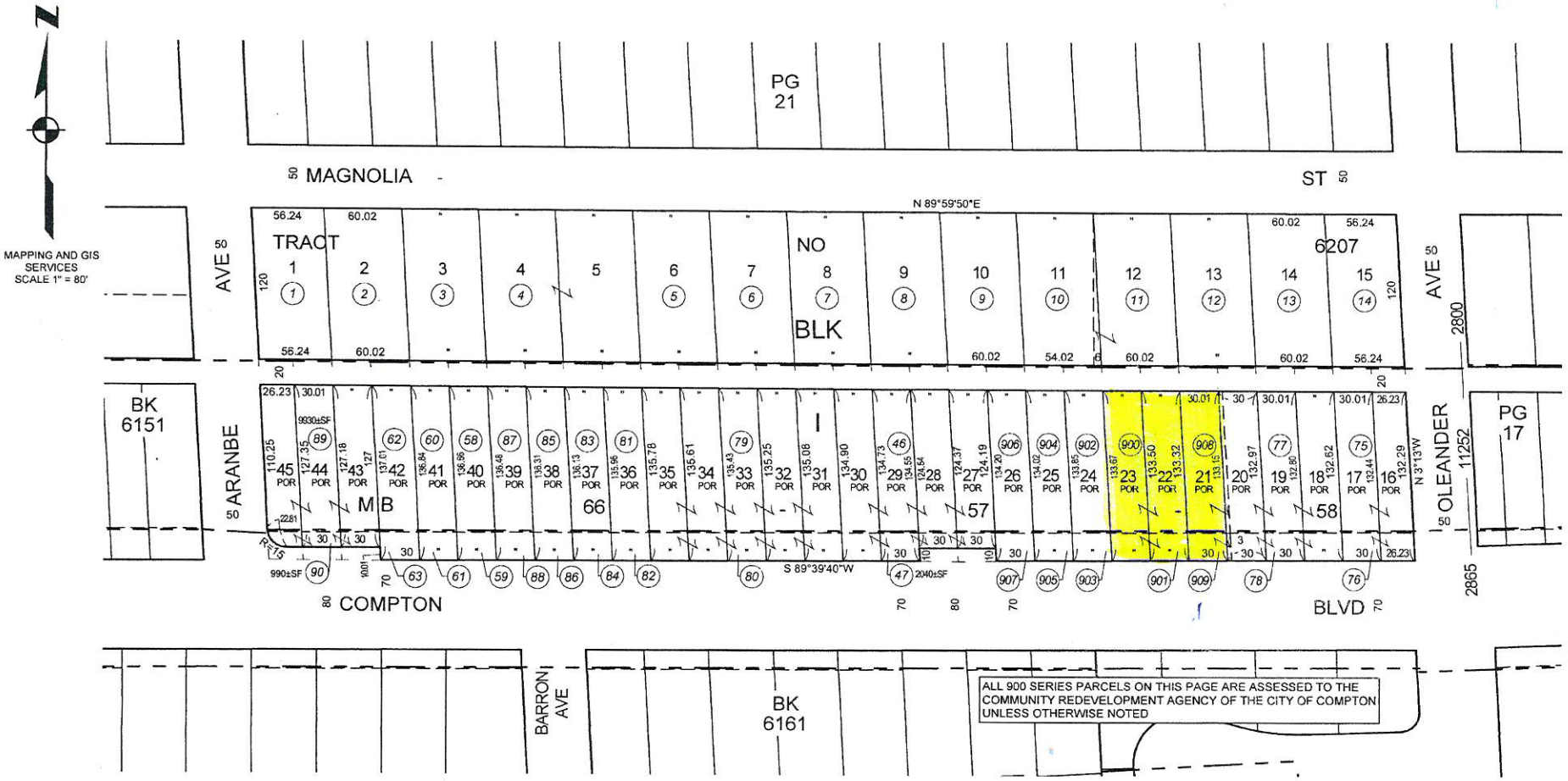
By: _____
Vernell McDaniel, City Clerk


415 W Compton Blvd
Laydown Yard - 4,000 SF
Legend
413 W Compton Blvd
Polygon Measure
415
405
401w
413 W Compton Blvd
413
W Compton Blvd
W Compton Blvd
N
100 ft
Google Earth

413-415 West Compton Blvd.

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2011



December 17, 2024

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD FOR THE ANNUAL STORM WATER PERMIT FEES ($36,393).**

SUMMARY

This Resolution authorizes the City Manager to issue a purchase order to the State Water Resources Control Board for the annual storm water permit fees in an amount not to exceed $36,393.

BACKGROUND

Storm water is defined by U.S. EPA as runoff generated when precipitation from rain and snow melt flow over land or impervious surfaces without percolating into the ground. Storm water is often considered a nuisance because it mobilizes pollutants such as motor oil and trash. In most cases, storm water flows directly to water bodies through the sewer system, contributing to a major source of pollution to rivers, lakes, and the ocean.

The Municipal Storm Water Permitting Program regulates storm water discharges from municipal separate storm sewer systems (MS4) throughout California. The U.S. EPA defines an MS4 as a conveyance or system of conveyances including roads with drainage systems, municipal streets, catch basins, curb, gutters, ditches, man-made channels, or storm drains owned or operated by a public entity.

The Municipal Storm Water Program manages the Phase I Permit Program (serving municipalities over 100,000), the Phase II Permit Program (for municipalities less than 100,000), and the Statewide Storm Water Permit for the State of California Department of Transportation. The State Water Resources Control Board (State Water Board) and Regional Water Quality Control Boards (collectively, the Water Boards) implement and enforce the Municipal Storm Water Program.

The Los Angeles Water Board regulates discharges from medium and large municipal separate storm sewer systems (MS4s) through the Los Angeles County, Long Beach, and Ventura County MS4 Permits. The permit is issued under the National Pollutant Discharge Elimination System (NPDES) Program.

The Regional Water Quality Control Boards have adopted the National Pollutant Discharge Elimination System General Permit (NPDES) storm water permits for municipalities. The permit is issued annually.

STATEMENT OF THE ISSUE

The Public Works Engineering Department received an invoice associated with the City's enrollment under the MS4 municipal storm water permit program. The Department pays an annual fee to the State Water Resources Control Board for the annual storm water permit pursuant to its enrollment in the MS4 permit program. The annual fees pays for the cost to operate the program, including but not limited to, the issuance, administration, reviewing and enforcement of the storm water permits.

Staff is requesting authorization from the City Council to approve the issuance of a purchase order to the State Water Resources Control Board for the annual storm water permit fees in the amount of $36,393.

FINANCIAL IMPACT

Funds in the amount of $36,393 are available in the Public Works 2024-2025 fiscal year budget in Account No. 1529-710-000-4262.

ALTERNATIVE

There are no viable alternatives.

STAFF 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 AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD FOR THE ANNUAL STORM WATER PERMIT FEES ($36,393).

WHEREAS, this resolution authorizes the City Manager to issue a purchase order to the State Water Resources Control Board for the annual storm water permit fees in the amount of $36,393; and

WHEREAS, storm water is defined by U.S. EPA as runoff generated when precipitation from rain and snow melt flow over land or impervious surfaces without percolating into the ground; and

WHEREAS, storm water is often considered a nuisance because it mobilizes pollutants such as motor oil and trash and in most cases, storm water flows directly to water bodies through the sewer systems, contributing a major source of pollution to rivers, lakes, and the ocean; and

WHEREAS, the Municipal Storm Water Permitting Program regulates storm water discharges from municipal separate storm sewer systems (MS4) throughout California and the U.S. EPA defines an MS4 as a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curb, gutters, ditches, man-made channels, or storm drains owned or operated by a public entity; and

WHEREAS, the Municipal Storm Water Program manages the Phase I Permit Program (serving municipalities over 100,000), the Phase II Permit Program (for municipalities less than 100,000), and the Statewide Storm Water Permit for the State of California Department of Transportation and the State Water Resources Control Board (State Water Board) and Regional Water Quality Control Boards (collectively, the Water Boards) implement and enforce the Municipal Storm Water Program; and

WHEREAS, the Los Angeles Water Board regulates discharges from medium and large municipal separate storm sewer systems (MS4s) through the Los Angeles County, Long Beach, and Ventura County MS4 Permits and the permit is issued under the National Pollutant Discharge Elimination System (NPDES) Program; and

WHEREAS, the Regional Water Quality Control Boards have adopted the National Pollutant Discharge Elimination System General Permit (NPDES) storm water permits for municipalities and the permit is issued annually; and

WHEREAS, the City of Compton Public Works Engineering Department received an invoice associated with the City of Compton's enrollment under the MS4 municipal storm water permit program; and

WHEREAS, the Public Works Department pays an annual fee to the State Water Resources Control Board for the annual storm water permit pursuant to its enrollment in the MS4 permit program; and

WHEREAS, the annual fees pays for the cost to operate the program, including but not limited to, the issuance, administration, reviewing and enforcement of the storm water permits; and

WHEREAS, funds in the amount of $36,393 are available in the Public Works 2024-2025 fiscal year budget in Account No. 1529-710-000-4262; and

WHEREAS, in order for the City Manager to issue a purchase order in the amount of $36,393 to the State Water Resources Control Board for the annual storm water permit fees, 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 City Manager is hereby authorized to issue a purchase order to The State Water Resources Control Board in an amount not to exceed $36,393 for annual storm water permit fees.

SECTION 2. That funds in the amount of $36,393 are available in the Public Works 2024-2025 fiscal year budget in Account No. 1529-710-000-4262.

SECTION 3. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Clerk, City Controller and Public Works Engineering Department.

SECTION 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____2024.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

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

AYES: **COUNCIL MEMBER-**
NOES: **COUNCIL MEMBER-**
ABSENT: **COUNCIL MEMBER-**
ABSTAIN: **COUNCIL MEMBER-**

_____
CITY CLERK OF THE CITY OF COMPTON

INVOICE

Annual Permit Fees Required by Sections 13260 & 13269 of the California Water Code

FACILITY ID (WDID): 4 19M1000104
FACILITY NAME: PHASE I MS4
-
-, CA -

INVOICE NO: SW-0298325
BILLING PERIOD: 07/01/24 - 06/30/25
INVOICE DATE: 11/20/2024
INDEX NO: 613156

Total Amount Due by Friday, December 20, 2024 **$ 36,393.00**

CITY OF COMPTON
[redacted], DIRECTOR
205 S. WILLOWBROOK AVENUE
COMPTON, CA 90220

Invoice details are shown on the back

STATE WATER RESOURCES CONTROL BOARD
Annual Permit Fee

Facility ID: **4 19M1000104**

Billing Period: **07/01/24 - 06/30/25**

Invoice No: **SW-0298325** Amount Due: **$ 36,393.00** Due By: **Friday, December 20, 2024**

PLEASE REMIT YOUR PAYMENT ON OR BEFORE THE DUE DATE SHOWN ABOVE. LATE PAYMENT COULD RESULT IN PENALTIES UNDER PROVISIONS OF THE WATER CODE SECTION 13261. THESE ACTIONS COULD INCLUDE DAILY PENALTIES IN ADDITION TO YOUR FEE OR OTHER ACTIONS DEEMED APPROPRIATE BY THE REGIONAL BOARD.

IF PERMIT COVERAGE IS NO LONGER REQUIRED, A NOTICE OF TERMINATION IS REQUIRED TO CANCEL THE PERMIT. PLEASE NOTE A TRANSFER OF OWNERSHIP OR RELOCATION OF THE FACILITY REQUIRES A NEW STORMWATER PERMIT.

Make your check payable to State Water Resources Control Board

If you have any questions about this invoice, please call the Water Board at 916-341-5247.
For more information, please visit our website at http://www.waterboards.ca.gov/resources/fees/

Retain this portion for your records

Please detach and return this portion with your payment

☐ CHECK HERE FOR ADDRESS CORRECTION ON THE BACK

INVOICE NO: SW-0298325

INDEX NO: 613156
(Please print the above number on check or money order)

CITY OF COMPTON
[redacted] DIRECTOR
205 S. WILLOWBROOK AVENUE
COMPTON, CA 90220
(310) 605-5585

SWRCB
PO BOX 1888
SACRAMENTO, CA 95812-1888

AMOUNT DUE: **$36,393.00**
BILLING PERIOD: **07/01/24 - 06/30/25**
DUE BY: **12/20/24**
FACILITY ID (WDID): 4 19M1000104
FACILITY NAME: PHASE I MS4
-
-, CA -

STATE WATER RESOURCES CONTROL BOARD

INVOICE DETAILS

FACILITY ID (WDID): 4 19M1000104
ORDER NO: R4-2021-0105

INVOICE NO: SW-0298325
BILLING PERIOD: 07/01/24 - 06/30/25
REGION: 4

DESCRIPTION	AMOUNT
52 NPDES SW MUNICIPAL Fee Basis: Population 93493	36,393.00
TOTAL AMOUNT DUE	$ 36,393.00

If you have any questions about this invoice, please call the Water Board at 916-341-5247.

or you may send an email (preferred) to: SWFees@waterboards.ca.gov

Web Site Address: Visit the Water Quality Fees website for more information: https://www.waterboards.ca.gov/resources/fees/water_quality/

For payment status of your invoice, please go to the "Stormwater and Wastewater permit Fee Invoice Information" link at

https://public3.waterboards.ca.gov/infofees/faces/invoiceSearch/xhtml

Please allow 10 business days after mailing for your payment to be posted to the database.

BILLING ADDRESS CORRECTIONS

A change of ownership REQUIRES you to contact the Regional Board (contact information above).
You are obligated to pay this and any past due invoices.

FACILITY ID (WDID): 4 19M1000104 PHASE I MS4

BILLING NAME:

CONTACT PERSON:

STREET:

CITY:

STATE: **ZIP:** —

PHONE: ( ) —

EMAIL ADDRESS:

December 10, 2024

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

FROM: **CITY MANAGER'S OFFICE**

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CREATING THE COMPTON ARTS COMMISSION**

SUMMARY

Adopt the Ordinance establishing the Compton Arts Commission as outlined and authorize the necessary actions to implement the Commission's structure, duties, and functions.

BACKGROUND

The City of Compton has long recognized the importance of arts and culture as integral components of community identity, social well-being, and economic development. The creation of the Compton Arts Commission is a significant step towards enhancing and expanding the City's cultural initiatives, fostering greater artistic expression and community engagement. This Commission will not only provide the City Council with expert advice on arts-related matters but also facilitate partnerships that bring arts and cultural programming into the lives of Compton residents, thereby enriching their lives and fostering a vibrant cultural community.

STATEMENT OF ISSUE

The City Council shall authorize the official establishment of the Compton Arts Commission under the authority granted by Section 1000 of the City Charter. The Commission shall serve as an advisory board to the City Council. The Commission shall be comprised of seven members appointed by the City Council. Each Commissioner will serve a three-year term, with the possibility of reappointment at the end of the term. The Commission will hold regular monthly meetings at the Douglas Dollarhide Community Center.

The Commission will be responsible for a comprehensive plan and reporting to the City Council. Within six months of its formation, the Commission will submit a comprehensive written plan to the City Council. This plan will outline the Commission's goals, key initiatives, budget requirements, evaluation metrics, and implementation timeline. Subsequently, an annual report summarizing the Commission's activities, accomplishments, and challenges will be submitted.

FISCAL IMPACT

The City Council will determine the stipends for the Commission members. Funds for this expenditure will be available in the City Manager 2024-2025 Fiscal Year budget in Account No. 1001-510-000-4107.

CONCLUSION

The creation of the Compton Arts Commission represents a significant step forward in supporting the City's cultural and artistic vitality. By providing guidance on arts policies, fostering community partnerships, and advocating for public art, the Commission will help to enrich the lives of Compton residents and position the City as a vibrant hub for creativity and cultural expression. Approval of this resolution will provide the necessary structure and resources for the Commission to fulfill its mission.

RECOMMENDATION

Staff recommends the City Council adopt the Ordinance establishing the Compton Arts Commission and authorize the City Manager to take the necessary steps to implement the Commission's operations.

WILLIE A HOPKINS JR.
CITY MANAGER

RESOLUTION NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CREATING THE COMPTON ARTS COMMISSION

WHEREAS the City of Compton values the role of arts, culture, and creativity as essential components of community well-being, economic growth, civic engagement; and

WHEREAS, Compton has a rich arts and cultural history, rooted in the vibrant expressions of its residents, that contributes to the city's unique identity pride; and

WHEREAS centering art as a catalyst for economic revitalization in Compton serves to energize the local economy and strengthen the community ecosystem through creative placemaking and increased cultural tourism; and

WHEREAS Section 1000 of the Charter of the City of Compton states the City Council may create by ordinance such advisory boards or commissions as in its judgment are required and may grant to them such powers and duties as are consistent with the provisions of this Charter; and

WHEREAS the establishment of an official Compton Arts Commission ("Commission") is in alignment with the City's vision to promote arts, culture, and heritage within the community, enhance the quality of life, and create opportunities for creative placemaking and tourism; and

WHEREAS the City Council conferred instituting a Commission on the Arts on November 15, 2022; and

WHEREAS the City Council recognizes the need to support and elevate the local arts sector, encourage the development of public art, and ensure that arts and cultural initiatives reflect the diversity and aspirations of Compton residents; and

WHEREAS the Commission shall serve as an advisory body to the City Council, providing recommendations and oversight on matters related to public art, arts policy, funding opportunities, and cultural programming within the City of Compton; and

WHEREAS it is in the best interests of the City and its residents that the Commission establish a structured plan to guide its initial operations, partnerships, and programs in accordance with municipal policies and priorities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Compton as follows:

SECTION 1. The Compton Arts Commission Established. That pursuant to Section 1000 of the City of Compton's Charter, the City Council hereby creates the Compton Arts Commission

SECTION 2. The Commission is tasked with supporting the City's arts and cultural vision by fostering an environment that encourages artistic expression, accessibility, and community engagement.

The Compton Arts Commission shall have the following purposes and duties:

1. **Advisory Role**: Provide advice and recommendations to the City Council on matters related to the arts, culture, and public art policies.
2. **Policy Development**: Develop and propose arts policies that advance the City's cultural and creative economy, with a focus on diversity, inclusiveness, and artistic innovation.

3. **Community Engagement**: Encourage community participation and partnerships with artists, cultural organizations, businesses, and residents to expand cultural opportunities within the City.
4. **Public Art**: Support and promote the creation, preservation, and maintenance of public art projects that reflect the identity and heritage of Compton.
5. **Funding Opportunities**: Identify and recommend funding sources for arts initiatives, including grants, public-private partnerships, and sponsorships.

SECTION 3. Commission Composition and Membership. The Commission shall be composed of seven (7) members appointed by the City Council, reflecting a diverse array of backgrounds, experiences, and expertise in the arts, culture, and public service. The Commission shall hold regular monthly meetings to fulfill its duties effectively.

SECTION 4. Term of Office. Terms of office for the Commission shall be three (3) years. At the completion of any term, a commission member may be reappointed.

SECTION 5. Appointments, Removals, and Vacancies. Members of the Commission shall be appointed and removed in the same manner as other boards, committees and commissions within the City of Compton.

SECTION 6. Time and Place of Meeting. The Commission shall meet regularly on once a month at a time determined by the Commission, at the Douglas Dollarhide Community Center, 301 North Tamarind Avenue, Compton, CA.

SECTION 7. Stipend. The Commission stipend shall be determined by the City Council.

SECTION 8. Staff Assistance. The City Manager shall appoint a staff liaison to the Commission to provide necessary assistance.

SECTION 9. **Role and Purpose.** The role of the Commission shall be advisory in nature, with legislative authority remaining with the City Council. The commission shall consider various items within its jurisdiction, including items suggested by the City Council and City Manager, and make recommendations. The commission shall work with and through the assigned staff liaison.

SECTION 10. The Compton Arts Commission shall submit a comprehensive written plan to the City Council within six (6) months of the date of adoption of this resolution. The plan shall include, but is not limited to:

1. **Goals and Objectives**: Short-term and long-term goals aligned with the City's vision for arts and culture.
2. **Key Initiatives**: Proposed initiatives, programs, and activities that the Commission intends to pursue.
3. **Budget Requirements**: Initial budget projections for proposed projects and funding strategies.
4. **Evaluation Metrics**: Standards for assessing the impact and success of the Commission's activities.
5. **Timeline for Implementation**: A timeline for implementing proposed projects and achieving the Commission's goals.

The Commission shall submit an annual report to the City Council, thereafter, summarizing its activities, accomplishments, and challenges.

ATTEST:

_____

CITY CLERK OF THE CITY OF COMPTON

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

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

December 17, 2024

TO: **MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER**

SUBJECT: **AN ORDIANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-10 OF THE COMPTON MUNICIPAL CODE AND CREATING A "2028 SUMMER OLYMPICS COMMITTEE"**

SUMMARY

The City Council will consider adopting an Ordinance that will amend Section 2-10 of the Compton Municipal Code and create a 2028 Summer Olympics Committee.

BACKGROUND

The City Charter allows for the establishment of commissions, boards, and committees ("Commissions") by ordinance. The City Council acknowledges the importance of the City of Compton being prepared to draw visitors to the City of Compton during the "2028 Summer Olympics Games".

The goal of drawing visitors to the City during this historical sporting event would allow visitors from all over the world who have only heard negative things about "Compton" through gangster rap and the media to learn firsthand that there are a lot of positive things that happen in "Compton" and that come out of "Compton".

This will allow the City of Compton to accentuate the positive and diminish the negative reputation that people think of when they hear the name "Compton". The committee through input from the community, local stakeholders and City Council will be able to highlight and showcase all of the positive things about "Compton".

There is a need to create a committee that will propose improvements, present ideas, suggestions and recommendations to the Compton City Council on ways to attract visitors to the City of Compton while they are attending events in neighboring cities.

The newly formed advisory board would consist of five (5) members and be known as the "2028 Summer Olympics Committee" and a staff person from the Community Development Department would serve as staff liaison to the new advisory board.

STATEMENT OF ISSUE

As the 2028 Olympics approach, it is important for our City to proactively address the numerous challenges and opportunities presented by this global event.

However, without careful strategizing, planning and coordination, we risk missing out on this great opportunity for others to come to our beautiful City to learn about our history and experience all of the positive aspects our community has to offer.

FISCAL IMPACT

The City Council will determine if stipends will be issued to the members of the "2028 Olympic Committee" appointees.

RECOMMENDATION

It is recommended that the Council adopt the Ordinance establishing the "2028 Olympics Committee".

WILLIE P. HOPKINS JR.
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-10 OF THE COMPTON MUNCIPAL CODE AND CREATING A 2028 SUMMER OLYMPICS COMMITTEE

WHEREAS, the City Charter allows for the establishment of commissions, boards, and committees ("Commissions") by ordinance; and

WHEREAS, the City Council acknowledges the importance of the City of Compton being prepared to draw visitors to the City of Compton during the 2028 Summer Olympics Games; and

WHEREAS, the goal of drawing visitors to the City during this historical sporting event would bring visitors from all over the world to the City who have only heard negative views of the City; and

WHEREAS, the newly formed advisory board would be known as the "2028 Summer Olympics Committee"; and

WHEREAS, a staff person from the Community Development Department would serve as staff liaison to the new advisory board.

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

Section 1. Section 2-10 **Created** - There is hereby created a 2028 Summer Olympics Committee, which shall consist of eight (5) members;

Section 2. Section 2-10.1 **Purpose** – It is the purpose of the committee to be advisors to Compton City Council on the improvements deemed appropriate to make the City of Compton attractive as a destination of interest for the thousands of people who will be visiting our neighboring cities who are hosting events.

Section 3. Section 2-10.2 **Appointments of Members** – The members of the committee must be residents, licensed business owners, or have a vested interest in the City of Compton and shall be appointed by the Council. The Mayor and each Council Member will appoint a representative.

Section 4. Section 2-10.3 **Advisory Member** – The director of the Community Development Department shall appoint a non-voting advisory member to the committee.

Section 5. Section 2-10.4 **Term of Office** – The 2028 Summer Olympics Committee will serve a four (4) year term January 2025 - January 2029.

Section 6. Section 2-10.5 **Vacancies** – if a vacancy occurs it shall be filled by appointment for the unexpired portion of the term.

Section 7. Section2-10.6 **Removal of Members** – Any member of the 2028 Summer Olympics Committee may be removed by a majority of the City Council at any time without cause.

Section 8. Section 2-10.7 **Election of Officers** – The committee shall elect a chair, vice-chair and recording secretary from among the appointed members.

Section 9. Section 2-10.8 **Regular meetings** – The committee will schedule regular meetings, at a monthly basis. The meetings will be held at such location designated by the city manager.

A. For the purpose of conducting meetings and making recommendations pertaining to the 2028 Olympic Committee, any three (3) members of the 2028 Summer Olympics Committee shall constitute a quorum.

B. The Committee shall be an advisory body subject to the provisions of the Brown Act. All meetings of the Committee shall be open and public, and all persons shall be permitted to attend any meeting of the Committee. Agendas shall be prepared prior to each meeting and posted by the staff representative designated by the City Manager.

C. The Committee shall keep a record of its proceedings, which shall be public record.

Section 10. Section 2-10.9 **Special meetings** – Special meetings may be called at any time by the chair or three (3) members of the committee by advance written notice and procedure as provided by law.

Section 11. Section 2-10.10 **Compensation** – The members of the Committee shall serve without compensation for their service, unless the City Council by resolution otherwise provides, but may receive reimbursement for necessary travel and other expenses incurred in the performance of an official duty, when such expenditures are first authorized by the City Council.

Section 12. Section 2-10.11 **Duties of committee** - The duties of the committee shall be to act in an advisory capacity to the council on the manners and actions deemed appropriate to make the City of Compton an attractive destination for the thousands of people who will be visiting Los Angeles, Carson and Long Beach who are hosting sporting events during the 2028 Summer Olympics scheduled to take place from July 14, 2028 – July 30, 2028.

ADOPTED this _____ day of _____, 2024.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

December 17, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: NEBRASKA JONES, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A (3) YEAR LEASE AGREEMENT WITH COMPTON ENTERTAINMENT CHAMBER OF COMMERCE FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 920 NORTH ALAMEDA STREET

SUMMARY

The City Council will consider a request by the Compton Entertainment Chamber of Commerce organization to authorize the City Manager to enter into a three (3) year (i.e. January 1, 2025, through December 31, 2027) agreement for the lease of approximately 1,224 square feet of indoor space and 2,216 square feet of outdoor space at City-owned property, located at 920 North Alameda Street, Compton, California 90221.

BACKGROUND

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

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

STATEMENT OF ISSUE

According to the prospective tenant, Compton Entertainment Chamber of Commerce is a non-profit dedicated and committed to providing a positive City image and fostering a vibrant and inclusive community for residents.

The proposed lease agreement will provide Compton Entertainment Chamber of Commerce with exclusive use of the following space at 920 North Alameda Street:

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

Compton Entertainment Chamber of Commerce seeks City Council approval to enter into a three (3) year lease agreement with the City, beginning January 1, 2025, through December 31, 2027, for exclusive occupation of the entire property. Compton Entertainment Chamber of Commerce is interested in leasing the subject property for the purpose of administrative offices and support services for their organization.

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

FINANCIAL IMPACT

Unless the Council decides to waive the minimum lease rental rate requirements of Policy 4.17(A)(1) of the City Leasing Policy, the estimated fiscal impact of this proposed action will be a net gain to the General Fund of a base monthly lease rental rate of **Two Thousand Three Hundred Thirty-Two Dollars ($2,332.00) per month** for the term of the lease for an annual amount of Twenty-Seven Thousand Nine Hundred Eighty-Four Dollars and Zero Cents ($27,984.00)**.**

ALTERNATIVE

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

1. Authorize the City Manager to enter into a lease agreement with Compton Entertainment Chamber of Commerce for the three (3) year term requested (or offer a lesser term) as follows:

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

   b. For some other monthly rental rate.

      _____ per month, or _____ per year.

2. Deny the request to enter into a lease agreement for this location by Compton Entertainment Chamber of Commerce.

RECOMMENDATION

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

NEBRASKA JONES, DIRECTOR
GENERAL SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A (3) YEAR LEASE AGREEMENT WITH COMPTON ENTERTAINMENT CHAMBER OF COMMERCE FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 920 NORTH ALAMEDA STREET

WHEREAS, the City of Compton owns certain real property located at 200 North Bullis Road; and

WHEREAS, staff is requesting authorization for the City Manager to enter into a three (3) year (i.e. January 1, 2025, through December 31, 2027) agreement for the lease of approximately 1,224 square feet of indoor space and 2,216 square feet of outdoor space at City-owned property, located at 920 North Alameda Street, Compton, California 90221 by the Compton Entertainment Chamber of Commerce; and

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

WHEREAS, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for a City-owned facility shall be *at least* One Dollar ($1.00) *per square foot for indoor space and Fifty Cents ($0.50) per square foot for outdoor or vacant property*; and

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

WHEREAS, Compton Entertainment Chamber of Commerce, a non-profit organization, seeks City Council approval to enter into a three (3) year lease agreement with the City, beginning January 1, 2025, through December 31, 2027, for exclusive occupation of the entire property located at 920 North Alameda Street, Compton, California 90221 for the purpose of administrative offices and support services for their organization; and

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

WHEREAS, Compton Entertainment Chamber of Commerce requests that the Council authorize leasing rental rate provisions different than required by the City's Leasing Policy; more specifically, a lesser rental amount of One Dollar ($1.00) per year for the term of the lease agreement, the decision to increase lease rental amounts and/or waive other requirements of the City's Leasing Policy is at the discretion of the City Council; and

WHEREAS, the City Council has the discretion of authorizing a lease agreement with Compton Entertainment Chamber of Commerce and choose among a number of options:

1. Authorize the City Manager to enter into a lease agreement with Compton Entertainment Chamber of Commerce for the three (3) year term requested (or offer a lesser term) as follows:

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

    b. For some other monthly rental rate.

    _____ per month, or _____ per year.

2. Deny the request to enter into a lease agreement for this location by Compton Entertainment Chamber of Commerce.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to enter into a three (3) year lease agreement, effective January 1, 2025, through December 31, 2027, with Compton Entertainment Chamber of Commerce for the exclusive use of approximately 3,440 square feet of space within the City-owned building located at 920 North Alameda Street, Compton, California 90221 for purposes of administrative offices and support services.

Section 2. That Compton Entertainment Chamber of Commerce shall be responsible for all utilities, janitorial, security, and minor and routine interior and exterior maintenance of the facility or property, and the rental rate for the three (3) year term of the lease agreement shall be:

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

c. For some other monthly rental rate.

_____ per month, or _____ per year.

Section 4. A certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Clerk, City Controller, General Services, and Community Improvement Services Department – Security 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) ss
CITY OF COMPTON)

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

LEASE AGREEMENT BETWEEN
CITY OF COMPTON
AND
COMPTON ENTERTAINMENT CHAMBER OF COMMERCE

This **LEASE AGREEMENT** is entered into by and between the **CITY OF COMPTON,** a municipal corporation of the State of California (hereinafter referred to as **"OWNER")** and **COMPTON ENTERTAINMENT CHAMBER OF COMMERCE** (hereinafter referred to as **"LESSEE"**), collectively, the "Parties."

RECITALS:

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

WHEREAS, on **_____,** the City Council adopted **Resolution No. __,___** which authorized the City Manager to enter into a lease agreement with the **COMPTON ENTERTAINMENT CHAMBER OF COMMERCE** ("Lessee") for a period of three (3) years, commencing January 1, 2025, through December 31, 2027, and

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

WITNESSETH:

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

Compton Facility
920 North Alameda Street
Compton, California 90221

[The "Site"]

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

Total Exclusive Square Footage **3,440 square feet**

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[The "Premises"]

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

Section 2. Term. This Lease shall be for a term of three (3) years, commencing January 1, 2025, and shall terminate on December 31, 2027, unless extended or terminated as otherwise provided herein. This Lease shall supersede any previous Leases and/or agreements, written or oral.

Section 3. Rent. During the Lease term, the Lessee shall pay to Owner as rent for said Premises hereof the total sum of **Two Thousand Three Hundred Thirty-Two Dollars ($2,332.00) per month**, based on a rental rate of $1.00 per square foot for indoor space and $0.50 for outdoor space for exclusive use of the space. Lease payments shall be due in advance on the first day of each and every month of the term hereof. Any lease payment not received by the Owner by the tenth (10th) day of the month will be deemed late, and a late fee (penalty) in the amount of **Five Percent (5%)** will be charged.

Payments shall be remitted to:

General Services Department
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director
Payable to: City of Compton
[Please identify your Lease Site on the payment]

[Lease Site: 920 North Alameda Street]

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

Administrative Offices and Support Services

Lessee shall not use the Premises for any other purposes without the prior written consent of the Owner. Lessee shall not use the Premises for residential purposes, for any commercial purposes not stated herein, or for any campaign activity as defined in California Government Code section 8314. Lessee shall not use the Premises for the storage of unusable equipment or property or for the rental or storage of any type of equipment not integral to the purposes of the program.

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

Section 6. Utilities and Other Services. Unless otherwise agreed by Owner in writing, Lessee shall, at its sole cost and expense, make arrangements for and pay for all utilities used by Lessee at or upon the Premises, including but not limited to electric, gas, water, sewer, trash disposal and any other utility charges in connection with the Lessee's use of the leased Premises and security. Prior written approval shall be required for the installation of any utility and/or service that will involve physical alteration of the Premises. Lessee shall reimburse Owner for the cost of repairing any and all damages to the Premises caused directly or indirectly by Lessee's utility or service provider, or its equipment.

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

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

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

Owner agrees that except for structural alterations, the Lessee may remove, during or at the expiration or other termination of the term of this Lease, or of any extension or holdover period thereof, as the case may be, personal property placed or installed in or upon the Site and/or the Premises by the

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Lessee or under its authority. Any personal property, improvements or additions not removed by Lessee within thirty (30) days after the end of the term, or any extension or holdover period thereof, shall automatically become the property of Owner.

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

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

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

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

Lessee agrees to keep Premises in good order and condition at their sole cost and expense. Lessee shall be responsible for the general maintenance and upkeep, custodial, janitorial, landscaping installation and maintenance, security, non-structural repair, and all other non-structural upkeep of the Premises that it occupies. All work done by Lessee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances and regulations The Premises shall be kept free from any and all liens and charges on account of labor or materials used in contribution to any work thereon.

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

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

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

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

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

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

c. **Fire and Casualty Insurance.** Lessee shall maintain fire insurance on such party's own equipment and property or to adequately self-insure the same. Lessee shall provide, or cause to be provided, and maintained at its sole cost property insurance in the amount of the value of the improvements on the Premises on a replacement cost basis. The property insurance shall insure against the perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, flood, earthquake, windstorm and physical loss or damage. Owner will not keep improvements which are constructed or installed and owned by Lessee under the provisions of this Lease insured against fire or casualty, and

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Lessee will make no claim of any nature against Owner by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

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

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

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

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

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

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

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

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

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

(4) The Contractor(s) liability insurance policy(ies) shall be endorsed

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with the following language: The City and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as "additional insureds" with respect to liability arising out of the activities of the contractor.

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

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

Section 12. Damage or Destruction.

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

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

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Owner shall, within 30 days from the date of such damage or destruction, either (i) notify Lessee in writing of Owner's election to repair such damage or destruction, in which event Owner shall promptly repair the same, or (ii) notify Lessee in writing of Owner's election to immediately terminate this Lease, in which event this Lease is terminated effective as of the date of such damage or destruction. Lessee may terminate this Lease effective as of the date of any such damage or destruction if Lessee reasonably determines in its good faith opinion that such damage or destruction substantially impairs the satisfactory operation of the Lessee's operations by notifying Owner in writing of Lessee's election to terminate not later than 30 days after the date of such damage or destruction.

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

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

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

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

a. Remediation. If Hazardous Materials are released at the Site and/or Premises by Lessee, its agents, employees, or contractors, then Lessee is solely responsible for the removal and/or remediation of any Hazardous Materials to the extent required by governmental authorities in compliance with applicable Environmental Laws.

b. Indemnification. Lessee shall indemnify and hold Owner harmless from and against any and all claims, actions, suits, proceedings, loss, liabilities, damages, fines, costs, or expense (including reasonable attorneys' fees, consultants' fees, investigation and laboratory fees, court costs, and litigation expenses), which arise from the presence of Hazardous Materials at the Site and/or Premises released by Lessee or its agents, employees, or contractors.

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Section 14. Default. Lessee shall pay said rent to the Owner without deduction, default or delay. In the event of the failure of Lessee to do so, or in the event of a breach of any other terms, covenants or conditions herein contained on the part of Lessee to be kept and performed and if such default continues for a period of thirty (30) days after receipt of written notice from Owner to Lessee of such default, this Lease may be terminated. Owner may not terminate the Lease if (a) Lessee cures the default within the thirty (30) day period after notice of default is given, or (b) the default cannot reasonably be cured within thirty (30) days after notice of default is given, but Lessee reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. In the event of termination of this Lease, it shall be lawful for Owner to reenter into and upon the Premises and every part thereof and to remove and store at Lessee's expense all property therefrom and to repossess and occupy the Premises. In addition thereto, Owner shall have such other rights or remedies as may be provided for by law.

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

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

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

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

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

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Section 19. Indemnification. Lessee shall indemnify and save harmless the Owner, its officials, officers, employees, agents and volunteers (collectively hereafter the "Owner"), against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save the Owner from any and all liability and expense, including reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of Lessee's, its employees, contractors, agents or invitees negligent or intentional acts in or on the Premises, or from conduct of Lessee, its employees, contractors, agents or invitees practice or business from any activity, work or things done.

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

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

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

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

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

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

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

DRAFT

Section 26. Failure to Perform. In the event of the failure, neglect or refusal of Lessee to do, or perform work, or any part thereof, of any act or thing in this Lease provided to be done and performed by Lessee, Owner shall, at its option, have the right to do and perform the same, and Lessee hereby covenants and agrees to pay Owner the costs thereof on demand.

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

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

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

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

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

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

DRAFT

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

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

To LESSEE: **Compton Entertainment Chamber of Commerce**
12228 Arbor Place
Los Angeles, California 90044
Attn: Alonzo Williams, President
(323) 404-2876

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

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

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

COMPTON ENTERTAINMENT CHAMBER OF COMMERCE
LESSEE

By _____ **Dated:** _____
Alonzo Williams, President

DRAFT

CITY OF COMPTON/OWNER
Recommended for Approval:

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

Approved by:

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

Approved as to form:

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

ATTEST:

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

DRAFT

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0065
(916) 319-2065
FAX (916) 319-2165

DISTRICT OFFICE
879 WEST 190TH STREET, SUITE 920
GARDENA, CA 90248
(310) 324-6408
FAX (310) 324-6485

E-MAIL
Assemblymember.Gipson@assembly.ca.gov

Assembly
California Legislature

MIKE A. GIPSON
ASSEMBLYMEMBER, SIXTY-FIFTH DISTRICT

COMMITTEES
CHAIR, ARTS, ENTERTAINMENT, SPORTS, AND TOURISM
GOVERNMENTAL ORGANIZATION
HUMAN SERVICES
INSURANCE
REVENUE AND TAXATION

SELECT COMMITTEES
CHAIR, POLICE REFORM
CHAIR, PORTS AND GOODS MOVEMENT

November 13, 2024

Compton City Council
Compton City Hall
205 S Willowbrook Ave
Compton, CA 90220

Dear Compton City Council Members,

I am writing to express my strong support for the Compton Entertainment Chamber of Commerce and The Lyrical Revolution's request to continue in their nonprofit status, 501(c)(6) and 501(c)(3) status, respectively.

The Compton Entertainment Chamber of Commerce has demonstrated an outstanding commitment to enhancing Compton's cultural and economic development. This organization has actively collaborated with city leaders, local businesses, and various civic groups to prepare Compton for major upcoming global events, including the Olympics, FIFA World Cup, NBA All-Star Game and the Super Bowl. These partnerships reflect the Chamber's dedication to establishing Compton as a vibrant tourist destination and a valuable stop for event-driven visitors.

One of the Chamber's notable projects involves adapting the roundabout on Eazy Street, making it a photogenic landmark worthy of historical recognition. Additionally, the proposed Compton Walk of Fame, currently in the planning stages, promises to be a unique attraction that further highlights the city's cultural heritage. Both projects exemplify the Chamber's efforts to celebrate Compton's rich history and support its future as a city of cultural and economic significance.

The Chamber's partners, including The Hub City Legend newspaper and the Compton Entertainment Channel, continue to innovate in local media and communications, offering platforms that highlight Compton's growth and connect its residents. Together, they are committed to meaningful, community-centered development that aligns with the city's strategic goals.

The establishment of a long-term home for the Compton Entertainment Chamber of Commerce and The Lyrical Revolution at 920 N Alameda will allow them to expand their positive impact, given their proven record of accomplishment and the benefits they bring to the City of Compton.

Thank you for your consideration, and for your support of organizations that strive to elevate Compton as a community, a destination, and a hub of creativity and innovation. If I may answer any further questions pertaining to this matter, please contact my District Director Maya Douglas via email at maya.douglas@asm.ca.gov or call my District Office at (310) 324-6408.

Sincerely,



MIKE A. GIPSON
Assemblymember, 65th District (CA)

CAPITOL OFFICE
1021 O ST
SUITE 7210
SACRAMENTO CA 95814
TEL (916) 651-4035
FAX (916) 651-4935

INGLEWOOD DISTRICT OFFICE
ONE WEST MANCHESTER BLVD
SUITE 600
INGLEWOOD CA 90301
TEL (310) 412-6120
FAX (310) 412-6125

SAN PEDRO DISTRICT OFFICE
302 WEST FIFTH ST
SUITE 203
SAN PEDRO CA 90731
TEL (310) 514-8573

SENATOR.BRADFORD@SENATE.CA.GOV
WWW.SENATE.CA.GOV/BRADFORD

California State Senate

SENATOR
STEVEN BRADFORD
THIRTY-FIFTH SENATE DISTRICT

COMMITTEES
ENERGY, UTILITIES AND COMMUNICATIONS
CHAIR
APPROPRIATIONS
BANKING & FINANCIAL INSTITUTIONS
GOVERNMENTAL ORGANIZATION
PUBLIC SAFETY

October 13, 2023

Compton City Council
2055 S. Willowbrook Ave.
Compton, Ca. 90220

Dear Mayor and City Council Members,

I strongly support the Compton Entertainment Chamber of Commerce (CECC) in the use of the facility at 920 N. Alameda Street East. This location presents a significant opportunity for CECC to establish a central operating base where they can better serve the Compton community.

CECC's proposed occupation of this facility aligns perfectly with their mission to attract, retain, and expand economic resources in Compton through fostering a vibrant entertainment sector. The strategic location of this facility will allow CECC to provide a hub for local artists, entertainment entrepreneurs, and businesses, thus creating a symbiotic ecosystem that drives economic development. The proximity to local artists and entrepreneurs would enable an active exchange of ideas, mentorship, and collaboration, which are essential for nurturing talent and innovative ventures. Moreover, by honoring the existing agreements of the former tenant "Angels for Sight", CECC aims to ensure a smooth transition and a lasting positive impact on the local community.

I strongly give my endorsement for the CECC to operate from the facility at 920 N. Alameda Street East. I believe this initiative will be a substantial stride towards realizing the shared vision of economic prosperity and cultural vibrancy in Compton.

Thank you for your consideration. If you have any questions, please feel free to contact my office at (310) 412-6120.

Sincerely,

Steven Bradford
Senator 35th Senate District

December 12, 2024

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

FROM: **COMMUNITY DEVELOPMENT DEPARTMENT**
SUCCESSOR AGENCY DIVISION

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR EVERFENCE CORPORATION FOR FENCING SERVICES ON SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON ($290,095.00)**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a Fencing Service Agreement with Everfence Corporation ("Everfence") for the remainder of Fiscal Year 2024-2025. This agreement includes an option to renew annually for up to two additional fiscal years (FY 2025-2026 and FY 2026-2027) at a cost not to exceed $290,095.00 per year. Everfence will provide custom fencing installations, as well as fencing repairs and replacement services on an as-needed basis for all properties owned by the Successor Agency to the Community Redevelopment Agency of the City of Compton ("Successor Agency"). Additionally, this resolution will establish a purchase order in the amount of Two hundred ninety thousand ninety-five dollars and zero cents $290,095.00 for services rendered.

BACKGROUND

In the process of winding down the activities of the former Community Redevelopment Agency (CRA), the Successor Agency is tasked with securing properties to prevent unauthorized access. These properties, slated for disposition and development under AB 26 and AB 1484 (collectively known as the 'Dissolution Act'), need to be prepared for future development while ensuring public safety and deterring vandalism and illegal dumping.

STATEMENT OF THE ISSUE

The Successor Agency currently holds fourteen (14) properties for resale, which have been frequently targeted by illegal dumping, graffiti, homeless encampments and guerrilla urban farming. These issues necessitate continuous fencing services to repair breaches, ensuring security and preventing unauthorized access.

Annually, the agency incurs significant costs for illegal dumping cleanup and removal. Installing more durable fencing will provide an additional layer of protection, effectively deterring illegal dumping and reducing these recurring expenses. This proactive measure

will result in substantial savings by minimizing the need for frequent cleanups. Additionally, maintaining sturdy and well-kept fencing contributes to the overall visual appeal of the neighborhood, fostering a neat and orderly appearance.

To achieve these objectives, the Successor Agency must retain a contractor to install custom fencing and perform necessary repairs and replacements on its properties.

On September 4, 2024, staff issued a Request for Proposal (RFP) for Fencing Services for properties owned by the Successor Agency and the Housing Successor Agency. The RFP was published in the Compton Bulletin and on the electronic procurement platform, Planetbids. Two (2) proposals were received as follows:

Contractor	Total Cost
Everfence Corporation	$440,156.00
New West Landscaping	$424,730.00

After a thorough review of the proposals submitted by the two companies, staff evaluated them based on the following criteria:

- Understanding of Work to be Performed (Scope of Services).
- Demonstrated experience with similar projects of this scale and magnitude.
- Familiarity with City, County, and State Contracting Procedures.
- Company's professional fencing staff and professional references for similar work.
- Completeness and Quality of Proposal.
- Cost Approach to Performing this Type of Service.

Staff have determined that Everfence submitted the most comprehensive and cost-effective proposal, making them the most suitable contractor based on the established criteria. Furthermore, Everfence has an impressive track record in providing fencing solutions and possesses a deep understanding of the fencing construction industry. Therefore, city staff recommend awarding Everfence the contract for the installation of custom fencing, along with fencing repairs and replacements on an as-needed basis for Successor Agency-owned properties.

FISCAL IMPACT

Funds for this expenditure in the amount not to exceed Two hundred ninety thousand ninety-five dollars and zero cents ($290,095.00) will be available in the 2024-2025 Fiscal Year

Budget in Account No. 1201-910-000-4266 (Successor Agency Fund Contract Services) upon Mayor and Council Approval of the attached resolution.

If the option to renew for up to two additional fiscal years is exercised, the costs for services rendered during each fiscal year (i.e., FY 2025-2026 and FY 2026-2027) will be $290,095.00 which will be allocated in future Successor Agency budgets.

RECOMMENDATION

Staff respectfully recommends that the City Council adopt the attached Resolution.

CECIL FLOURNOY, EXECUTIVE DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT
SUCCESSOR AGENCY DIVISION

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR EVERFENCE CORPORATION FOR FENCING SERVICES ON SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON ($290,095.00)

WHEREAS, as part of the winding down of the former Community Redevelopment Agency's ("CRA") activities, the Successor Agency to the Community Redevelopment Agency of the City of Compton ("Successor Agency") is tasked with securing properties to prevent unauthorized access on Successor Agency-owned parcels slated for disposition and development pursuant to AB 26 and 1484 (collectively known as the "Dissolution Act"); and

WHEREAS, the Successor Agency has fourteen (14) properties held for resale in its inventory which have been frequently targeted by illegal dumping, graffiti, homeless encampments and guerrilla urban farming. These issues necessitate continuous fencing services to repair breaches, ensuring security and preventing unauthorized access; and

WHEREAS, in order to accomplish such objectives, the Successor Agency needs to employ the services of a contractor to install custom fencing and perform necessary repairs and replacements on its properties; and

WHEREAS, on September 4, 2024, staff issued a Request for Proposal ("RFP") for Fencing Services for each of the properties owned by the Successor Agency and the Housing Successor Agency, which was published in the Compton Bulletin and on the electronic procurement platform, Planetbids. Two (2) proposals were received as follows:

Contractor	Total Cost
Everfence Corporation	$440,156.00
New West Landscaping	$424,730.00

WHEREAS, staff have determined that Everfence submitted the most comprehensive and cost-effective proposal, making them the most suitable contractor based on the established criteria. Furthermore, Everfence has an impressive track record in providing fencing solutions and possesses a deep understanding of the fencing construction industry. Therefore, city staff recommend awarding Everfence the contract for the installation of custom fencing, along with fencing repairs and replacements on an as-needed basis for Successor Agency-owned properties; and

WHEREAS, funds for this expenditure in the amount not to exceed Two hundred ninety thousand ninety-five dollars and zero cents ($290,095.00) will be available in the 2024-2025 Fiscal Year Budget in Account No. 1201-910-000-4266 (Successor Agency Fund Contract Services) upon Mayor and Council Approval.

If the option to renew for up to two additional fiscal years is exercised, the costs for services rendered during each fiscal year (i.e., FY 2025-2026 and FY 2026-2027) will be $290,095.00 which will be allocated in future Successor Agency budgets.

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

Section 1. That the City Manager, upon the advice and approval of City Attorney is hereby authorized to enter into a Fencing Service Agreement with Everfence Corporation ("Everfence") in the amount not to exceed Two hundred ninety thousand ninety-five dollars and zero cents ($290,095.00) for the remainder of Fiscal Year 2024-2025; with an option to renew annually for up to two additional fiscal years (FY 2025-2026 and FY 2026-2027); to install custom fencing and provide fencing repairs and fencing replacement services on an as needed basis for all properties owned by the Successor Agency.

Section 2. That funds for this expenditure in the amount not to exceed Two hundred ninety thousand ninety-five dollars and zero cents ($290,095.00) will be available in the 2024-2025 Fiscal Year Budget in Account No. 1201-910-000-4266 (Successor Agency Fund Contract Services).

Section 3. That a purchase order for Everfence to install custom fencing and provide fencing repairs and fencing replacement services on an as needed basis for all properties owned by the Successor Agency is authorized to be established in the amount of $290,095.00 for services rendered during the remainder of Fiscal Year 2024-2025. That if the option to renew for up to two additional fiscal years is exercised, the costs for services rendered during each fiscal year (i.e., FY 2025-2026 and FY 2026-2027) will be $290,095.00 which will be allocated in future Successor Agency budgets.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, Successor Agency and 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 the _____ day of _____, 2024.

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

AYES: BOARD MEMBERS-
NOES: BOARD MEMBERS-
ABSENT: BOARD MEMBERS-
ABSTAIN: BOARD MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

CITY OF COMPTON

COMMUNITY DEVELOPMENT DEPARTMENT

SUCCESSOR AGENCY

REQUEST FOR PROPOSALS

FOR

FENCING SERVICES

City of Compton
Successor Agency
205 South Willowbrook Avenue
Compton, CA 90220
(310) 605-5585
www.comptoncity.org

Date of Issue:

September 4, 2024

SUBMISSION LOCATION:

CITY CLERK'S OFFICE
205 South Willowbrook Avenue, 1st Floor
Compton, California 90220

DEADLINE FOR SUBMISSION:

Wednesday, September 25, 2024 by 5:00 p.m.

*Proposals will not be accepted after ***Wednesday, September 25, 2024, 5:00 pm***.
For questions regarding the submission of this proposal, please contact:
cflournoy@comptoncity.org

INTRODUCTION

The City of Compton Community Development Department - Successor Agency Division is soliciting proposals from qualified fencing companies to install custom fencing for Successor Agency and Housing Successor Agency-owned properties at various locations throughout the City on an as needed basis.

SCOPE OF SERVICES

The Successor Agency properties will need 7-foot chain link fencing with anchored post, stabilizing wires and stabilizing bars as needed. There needs to be a gate installed at the point of entry and there needs to be the flexibility in the contract to provide for the following on call services:

1. Fencing Repairs
2. Fencing Replacement

On an as needed basis. Some properties have dilapidated pitch and rail fencing that will remain on-site unless it adversely impacts the contractor's ability to install the fencing. The fencing shall be installed in conformance to the Compton Municipal Code requirements and standards.

Fences shall also comply with the following requirements and these requirements shall be detailed on the fencing plan submitted:

1. A seven (7) foot high chain link fence shall be placed around the entire perimeter of the site.
2. The fence shall be placed on or adjacent to the property line on all sides of the property.
3. A three (3) foot pedestrian lockable gate access door shall be placed swinging into the property from the alley. In the case that there is not an alley, the pedestrian gate shall be placed where access is provided from the street front of the property.
4. A gate shall be placed as an opening in the fence wherever there is a driveway approach entering the lot. The size of the gate shall not be larger in width than that of the driveway. The gate door shall be of the swinging type.
5. All materials to be new with standard galvanized finish.
6. Post will be embedded in concrete footings. Footings will be a minimum of 24 inches in depth, below grade.

PROPOSAL REQUIREMENTS

A. **Cover Letter:** Maximum of two pages serving as an executive summary that shall include an understanding of the scope of services.

B. **Brief Company Profile:** General company information including number of employees, location of company headquarters and branch offices, number of years in business and organization, disciplines, and staffing. Describe the general qualification of the company as they relate to the work proposed with this RFP.

C. **Organization and Staffing:** Provide a list of the Company's employees and agents that the Company anticipates assigning to these projects. This list shall include a summary of the qualifications, licenses, and experience of each individual, and the level of work performed by each individual. The City will retain under its agreement with the successful Company the right of approval of all persons performing under the agreement.

D. **Description and Approach**: The proposal should demonstrate the Company's knowledge of the needs and objectives of the work proposed under this RFP. The proposal should also include which fencing approach will be used for agency-owned vacant properties.

E. **Cost Proposal**: Provide a flat fee estimate for each fencing service of the following properties and an estimate of time expected to complete all fencing service on the following properties:

Address	Size	Current Status
SUCCESSOR AGENCY PROPERTY		
1113 – 1125 West Rosecrans Avenue	18,352 sq. ft.	Vacant Land
413 – 415 West Compton Boulevard	11,087 sq. ft.	Vacant Land
1425 East Compton Boulevard	13,392 sq. ft.	Vacant Land
110 – 114 North Bowen Avenue	11,505 sq. ft.	Vacant Land
409, 413 – 415 North Alameda Street	11,030 sq. ft.	Vacant Land
2901 West Alondra Boulevard	40,075 sq. ft.	Vacant Land
2815 – 2875 West Alondra Boulevard	779,724 sq. ft.	Vacant Land
1434 West Compton Blvd	62,262 sq. ft.	Vacant Land

1117 S. Long Beach Blvd.	56,509 sq. ft.	Vacant Land
501 – 545 East Compton Boulevard	42,801 sq. ft.	Vacant Land
107 North Santa Fe Avenue 601 East Compton Boulevard 607 East Compton Boulevard 625 East Compton Boulevard 112 North Willow Avenue	43,090 sq. ft.	Vacant Land
217 East Indigo Street	7,750 sq. ft.	Vacant Land
2000-2024 West Compton boulevard	88,114 sq. ft.	Vacant Land
CITY/HOUSING SUCCESSOR AGENCY PROPERTY		
16208 South Atlantic Avenue	40,511 sq. ft.	Vacant Land
Small area adjacent to 16208 South Atlantic Avenue	.017 sq. ft.	Vacant Land
16216 South Atlantic Avenue	7,836 sq. ft.	Vacant Land
1716 E. Rosecrans Avenue	13, 257 sq. ft.	Vacant Land
1434 W. Compton Blvd.	62,262 sq. ft.	Vacant Land

F. **Résumé**, **Relevant Projects/Services with References**: Provide résumés of the individual(s) from the Proposer's company or entity that will be directly responsible for carrying out the contract, three references to include name, address, contact person and phone number of the municipality/company, length of agreement, and a description of the services provided.

SUBMITTAL

Please submit an original and three (3) copies of your proposal by the due date. A failure to comply with these or any other requirement listed in this notice will invalidate your proposal. Proposals must be received by ***Wednesday, September 25, 2024 by 5:00 pm*** (PDT). Your submission **must** be in a sealed envelope **and** addressed as follows:

City Clerk
ATTN: Vernell Mcdaniel
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

COMMUNITY DEVELOPMENT DEPARTMENT RFP FENCING SERVICES

PROPOSAL EVALUATION

The City intends to engage that most qualified company available that demonstrates a thorough understanding of the City's needs. City staff will use the following criteria to evaluate proposals:

- Understanding of Work to be Performed (Scope of Services).
- Demonstrated Quality Company and Professional Staff Technical Skill, Experience, Performance and Approach.
- Familiarity with City, County, and State Procedures.
- Company's and Professional Staff References/Satisfaction of Clients.
- Completeness and Quality of Proposal.
- Cost Approach to Performing this Type of Service.

The City may request a qualification interview with the highest ranked company(ies) prior to determining the final ranking. This selection will be conducted according to the City's adopted procedures. The City reserves the right to reject any and all proposals.

BID OPENING CHECK LIST:

DATE OF THE RFP OPENING: **September 4th, 2024**

SUBMISSION DUE DATE: **September 25th, 2024 @ 5pm**

PROJECT: **2024 - Successor Agency - Fencing Services**

PROJECT MANAGER/CONTACT PERSON: Cecil Flournoy

COMPANY	RFP BOND INCLUDED	RFP PRICE	DATE / TIME RECEIVED
NEW WEST LANDSCAPING			9/19/24 2:33PM JSC
Everfence			9/25/24 2:07PM JSC

* SEE PLANET BIDS SUBMISSIONS

EVERFENCE™
FENCE MADE EASY™

FENCING SERVICES

Prepared for

City of Compton
Community Development Department
Successor Agency

Prepared by

EverFence Corporation
Daniel Reighter
(562) 309-3746
daniel@everfence.com

204 West Carleton Ave, Orange CA 92867

Executive Summary

Everfence is pleased to submit this proposal to furnish and install fencing services for multiple Successor Agency properties located throughout the City of Compton, California. Our scope of work includes all necessary labor and equipment for the installation of 7-foot tall, galvanized chain link fencing. Each site will feature one single 3-foot wide by 7-foot tall pedestrian gate and one double swing gate, with lengths varying based on the specific entry points of each location. Additionally, this proposal covers fencing repairs under a Time and Material (T&M) agreement, along with a fencing replacement fee schedule (Cost per Foot).

Everfence will provide these services for a total of 17 locations, as listed below:

- Location 1: 1113-1125 West Rosecrans Avenue
  - *Parcel Numbers 6144-018-905 & 6144-018-907*
- Location 2: 413-415 West Compton Boulevard
  - *Parcel Numbers 6157-022-900 & 6157-022-908*
- Location 3: 1425 East Compton Boulevard
  - *Parcel Number 6183-003-900*
- Location 4: 110 & 114 North Bowen Avenue
  - *Parcel Numbers 6183-003-901 & 6183-003-902*
- Location 5: 413, 415 & 409 North Alameda Street
  - *Parcel Numbers 6166-010-911 & 6166-010-910*
- Location 6: 2901 West Alondra Boulevard
  - *Parcel Number 6139-024-900*
- Location 7: 2815-2875 West Alondra Boulevard
  - *Parcel Number 6139-028-900*
- Location 8: 1434 West Compton Boulevard
  - *Parcel Number 6142-006-901*
- Location 9: 1117 South Long Beach Boulevard
  - *Parcel Number 6164-008-904*
- Location 10: 501, 509, 517, 537 & 545 East Compton Boulevard
  - *Parcel Numbers 6166-022-901, 6166-022-900, 6166-022-902, 6166-022-903, 6166-022-904 & 6166-022-905*
- Location 11: 601, 607, 625 East Compton Boulevard, 112 North Willow Avenue, and 107 North Santa Fe Avenue
  - *Parcel Numbers 6166-023-904, 6166-023-901, 6166-023-900, 6166-023-902 & 6166-023-903*
- Location 12: 217 East Indigo Street
  - *Parcel Number 6160-025-902*
- Location 13: 2000, 2008, 2012 & 2024 West Compton Boulevard
  - *Parcel Numbers 6138-004-904, 6138-004-900, 6138-004-902 & 6138-004-903*
- Location 14: 16208 S. Atlantic Avenue

- *Parcel Number 7301-002-902*
- Location 15: Adjacent to 16208 S. Atlantic Avenue
  - *Parcel Number 7301-002-901*
- Location 16: 16216 South Atlantic Avenue
  - *Parcel Number 7301-002-900*
- Location 17: 1716 East Rosecrans Avenue
  - *Parcel Number 6184-002-902*

These properties have been thoroughly reviewed through physical site visits, Google Earth, and the Los Angeles County Assessor Portal to ensure accurate assessments.

About Us

Everfence is a leading provider of fencing solutions, specializing in chain link, wrought iron, vinyl, wood, and other fencing materials. Our commitment to professionalism and expertise spans from top management to field crews, ensuring every project is executed to the highest standards. Headquartered in the City of Orange, with multiple operational offices throughout Southern California and beyond, Everfence is well positioned to meet the needs of clients across various regions, including Texas and Florida. As a fully licensed, bonded, and insured C13 Fencing Contractor, Everfence is dedicated to delivering top-tier services.

- California License Number: 1063022
- Department of Industrial Regulations Number: 1000708605

Operations

At Everfence, we pride ourselves on a deep understanding of the fencing construction industry, supported by a dedicated team of professionals. Our leadership structure includes an executive board, four senior executives (CEO, COO, CMO, CFO), three senior managers, six project managers, three project coordinators, four estimators, three client relations specialists, and 30 field crews. This robust organizational structure allows us to be a trusted partner for our clients, ensuring successful project outcomes.

Staffing

Everfence is committed to providing the City of Compton with a dedicated team of professionals tailored to the needs of this project:

- Daniel Reighter, Client Relations: With over 15 years of experience in the construction industry, Daniel brings expertise in general contracting, soils engineering, and fencing.

He will serve as the Owner's Representative, ensuring that Everfence meets the standards and expectations of the City of Compton.

- Andrew Nave, Project Manager: Andrew has over five years of project management experience in the fencing industry, specializing in project execution, deployment, scheduling, and risk mitigation.
- Sara Zapata & Stephanie Sanchez, Project Coordinators: Both Sara and Stephanie possess extensive knowledge in construction management, ensuring efficient scheduling, procurement, and project close-out procedures.
- Matt Couper, Chief Operating Officer: A founding employee of Everfence, Matt combines an elite military background with industry expertise, ensuring all projects are executed with the highest levels of professionalism and operational efficiency.

Approach

Everfence is confident in our ability to deliver high-quality services at competitive rates. Our approach includes maintaining large internal facilities for material storage, ensuring adherence to project schedules, and leveraging our buying power with vendor partners to offer the most economical pricing. With a team of full-time, W2 fencing professionals, we guarantee that all installations will meet industry-leading standards, managed and quality-checked by experienced professionals.

Recent Works

- Poway Unified School District (Ongoing Project)
  - Contact: Ron Trimmer, Assistant Director of Facilities, Maintenance & Operations
  - Scope: Ongoing maintenance across multiple schools, including installation and repair of chain link and iron fencing.
  - Value: $1,200,000.00

- Montebello Unified School District (Completed 2023)
  - Contact: Jorge Robles, Maintenance Manager
  - Scope: Refurbishment and installation of 8' and 10' chain link fences and gates across multiple schools.
  - Value: $1,707,270.00

- Conejo Valley Unified School District (Completed January 2024)
  - Contact: Debbie Hanna, Planning Specialist
  - Scope: Installation of safety/security gates and perimeter fencing for multiple schools.
  - Value: $412,785.00

Cost Breakdown | Scope Overview

Supply and install new chain link fencing and gate materials at multiple locations throughout the City of Compton.

Chain Link Fence Specifications

-Fence Fabric: 2" mesh, 9-gauge steel wire, galvanized.
-Posts: Galvanized steel, 2 7/8" and 1 7/8" diameter.
-Top Rail: 1 7/8" diameter, no bottom rail (optional; please review cost options).
-Tension Wire: Galvanized, 7-gauge.
-Footings: 24" deep, 12" diameter, reinforced with concrete.

Gates

-Frame: Welded, 1 7/8" galvanized steel.
-Gate Fabric: 2" mesh, 9-gauge steel wire, galvanized.
-Hinges: Industrial standard.
-Latch: Fence gate latch with padlock hole.

NOTE:

(a) Other details not mentioned to be industry standard.

(b) There are two pricing options for the Chain Link fencing. Please review pricing option in the "Project Pricing Breakdown Per Location"
Option 1 - this is for the chain link fence to only have tension wire at the top and bottom of the fence
Option 2 - this is for the chain link fence to have a Top Rail on the chain link fence

	7' High Galv. *w/ Top Rail*	7' High Galv. *w/ Tension Wire Only*
New Chain Link *price per foot*	$32.00	$28.00

	Time (Labor @ 4hr min)	**Material** *(Cost + Mark-Up)*	**NOTE**
Time and Material	$807.00	10.00%	Labor rate is based on a minimum EverFence will charge is a 4-hour work day for 2 laborers. based on Prevailing Wage rates

	Property Locations	**7' H Chain Link Fence** Total Linear Feet	**Double Swing Gates** *One Per Location*	**Pedestrian Gate** *One Per Location*	**Site Notation**
Location 1	1113-1125 W Rosecrans Ave	742'	Yes | 20' Wide	Yes	N/A
Location 2	413 - 415 W Compton Blvd	425'	*(no double gate)*	Yes	N/A
Locaiton 3	1425 E Compton Blvd	395'	Yes | 15' Wide	Yes	N/A
Location 4	110 N Bowen Ave 114 N Bowen Ave	354'	*(no double gate)*	Yes	N/A
Location 5	413 N. Alameda St. 415 N. Alameda St. 409 N. Alameda St.	878'	Yes | 20' Wide	Yes	The neighboring multifamily property on the west side has a 5-foot tall chain-link fence with razor wire on top along the west side. The bid includes a 7-foot chain-link fence to be installed parallel to the existing one to meet city requirements.
Location 6	2901 W Alondra Blvd	829'	Yes | 30'Wide	Yes	This property runs adjacentto Location 7
Locaiton 7	2815-2875 W Alondra Blvd	3988'	Yes | 30'Wide	Yes	This property runs adjacentto Location 6
Location 8	1434 w. Compton Blvd	600'	Yes | 30'Wide	Yes	This property is listed twice on the Housing Successor and Successor Agency lists. It has an existing iron fence along the north and east perimeters and pricing includes this area. The residential housing on the south and west sides also has an existing fence, totaling 646 linear feet not included in the current pricing. Additionally, there is significant vegetation and debris on the south and west sides that will need to be removed if a new fence is to be installed.
Location 9	1117 S. Long Beach Blvd.	1230'	Yes | 20' Wide	Yes	This property has an existing vinyl ranch rail fence. The new installation will be set back from this existing fence.

Location 10	501 E Compton Blvd 509 E Compton Blvd 517 E Compton Blvd 537 E Compton Blvd 545 E Compton Blvd	611'	Yes | 30'Wide	Yes	There is an existing block wall at the north end of the property, where residential single-family houses are located. This area, totaling 331 linear feet, is excluded from the pricing.
Locaiton 11	625 E Compton Blvd 601 E Compton Blvd 112 N. Willow Ave 607 E Compton Blvd 107 N Santa Fe Ave	665'	Yes | 30'Wide	Yes	There is an existing block wall at the north end of the property, where residential single-family houses are located. This area, totaling 242 linear feet, is excluded from the pricing.
Location 12	217 E Indigo St	265'	Yes | 30'Wide	Yes	The property has a vegetation fence of adequate height on the east side, but it's unclear whether this is a block wall or another type of fence structure. The fences on the west and north sides are either too low or are falling. Measurements include the west, north and south sides but exclude the east side fence, which accounts for 155 linear feet.
Location 13	2000 w. Compton Blvd 2008 w. Compton Blvd 2012 w. Compton Blvd 2024 w. Compton Blvd	1504'	Yes | 20' Wide	Yes	N/A
Location 14	16208 S Atlantic Ave	911'	Yes | 10' Wide	Yes	This property is situated on the same plot of land as Locations 15 and 16. However, the pricing includes the complete fence line needed to segment these areas.
Locaiton 15	Adj. to 16208 S. Atlantic site	295'	*(no double gate)*	Yes	This property is situated on the same plot of land as Locations 14 and 16. However, the pricing includes the complete fence line needed to segment these areas.
Location 16	16216 S Atlantic Ave	396'	*(no double gate)*	Yes	This property is situated on the same plot of land as Locations 14 and 15. However, the pricing includes the complete fence line needed to segment these areas.
Location 17	1716 E. Rosecrans Ave.	412'	Yes | 20' Wide	Yes	This property has an existing vinyl ranch rail fence. The new installation will be set back from this existing fence.

Project Pricing Breakdown Per Location

Location 1

1113-1125 W Rosecrans Ave

Parcel Number(s)
6144-018-905 6144-018-907

Fence Length: *742'*
Pedestrian Gate: *3' W by 7' H*
Double Swing Gate *20' W by 7' H*

Option 1 Grand Total: $ 23,026.00

Option 2 Grand Total: $ 25,994.00

Item No.	*Description*	*Quantity*	*Option 1* (Tension Wire Only)	*Option 2* (Top Rail)
1	7'ft Tall Galvanized Chain Link	742'	$ 20,776.00	$ 23,744.00
2	Single Pedestrian Gate	1	$ 850.00	
3	Double Swing Gate	1	$ 1,400.00	

Location 2

413 - 415 W Compton Blvd

Parcel Number(s)
6157-022-900 6157-022-908

Fence Length: *425'*
Pedestrian Gate: *3' W by 7' H*
Double Swing Gate *N/A*

Option 1 Grand Total: $ 12,750.00

Option 2 Grand Total: $ 14,450.00

Item No.	*Description*	*Quantity*	*Option 1* (Tension Wire Only)	*Option 2* (Top Rail)
1	7'ft Tall Galvanized Chain Link	425'	$ 11,900.00	$ 13,600.00
2	Single Pedestrian Gate	1	$ 850.00	

Location 3

1425 E Compton Blvd

Parcel Number(s)
6183-003-900

Fence Length: *395'*
Pedestrian Gate: *3' W by 7' H*
Double Swing Gate *15' W by 7' H*

Option 1 Grand Total: $ 13,210.00

Option 2 Grand Total: $ 14,790.00

Item No.	*Description*	*Quantity*	*Option 1* (Tension Wire Only)	*Option 2* (Top Rail)
1	7'ft Tall Galvanized Chain Link	395'	$ 11,060.00	$ 12,640.00
2	Single Pedestrian Gate	1	$ 850.00	
3	Double Swing Gate	1	$ 1,300.00	

Location 4

110 N Bowen Ave
114 N Bowen Ave

Parcel Number(s)
6183-003-901 6183-003-902

Fence Length: *354'*
Pedestrian Gate: *3' W by 7' H*
Double Swing Gate *N/A*

Option 1 Grand Total: $ 10,762.00

Option 2 Grand Total: $ 12,178.00

Item No.	*Description*	*Quantity*	*Option 1* (Tension Wire Only)	*Option 2* (Top Rail)
1	7'ft Tall Galvanized Chain Link	354'	$ 9,912.00	$ 11,328.00
2	Single Pedestrian Gate	1	$ 850.00	

Location 5

413 N. Alameda St.
415 N. Alameda St.
409 N. Alameda St.

Parcel Number(s)
6166-010-911 6166-010-910

Fence Length: *878'*
Pedestrian Gate: *3' W by 7' H*
Double Swing Gate *20' W by 7' H*

Option 1 Grand Total: $ 26,834.00

Option 2 Grand Total: $ 30,346.00

Item No.	*Description*	*Quantity*	*Option 1* (Tension Wire Only)	*Option 2* (Top Rail)
1	7'ft Tall Galvanized Chain Link	878'	$ 24,584.00	$ 28,096.00
2	Single Pedestrian Gate	1	$ 850.00	
3	Double Swing Gate	1	$ 1,400.00	

Location 6

2901 W Alondra Blvd

Parcel Number(s)
6139-024-900

Fence Length: *829'*
Pedestrian Gate: *3' W by 7' H*
Double Swing Gate *30' W by 7' H*

Option 1 Grand Total: $ 25,612.00

Option 2 Grand Total: $ 28,928.00

Item No.	*Description*	*Quantity*	*Option 1* (Tension Wire Only)	*Option 2* (Top Rail)
1	7'ft Tall Galvanized Chain Link	829'	$ 23,212.00	$ 26,528.00
2	Single Pedestrian Gate	1	$ 850.00	
3	Double Swing Gate	1	$ 1,550.00	

Location 7

2815-2875 W Alondra Blvd

Parcel Number(s)
6139-028-900

Fence Length: *3988'*
Pedestrian Gate: *3' W by 7' H*
Double Swing Gate *20' W by 7' H*

Option 1 Grand Total: $ 113,914.00

Option 2 Grand Total: $ 129,866.00

Item No.	*Description*	*Quantity*	*Option 1* (Tension Wire Only)	*Option 2* (Top Rail)
1	7'ft Tall Galvanized Chain Link	3988'	$ 111,664.00	$ 127,616.00
2	Single Pedestrian Gate	1	$ 850.00	
3	Double Swing Gate	1	$ 1,400.00	

Location 8

1434 w. Compton Blvd

Parcel Number(s)

6142-006-901

Fence Length:	*600'*
Pedestrian Gate:	*3' W by 7' H*
Double Swing Gate	*30' W by 7' H*

Option 1 Grand Total: $ 19,200.00

Option 2 Grand Total: $ 21,600.00

Item No.	*Description*	*Quantity*	*Option 1* (Tension Wire Only)	*Option 2* (Top Rail)
1	7'ft Tall Galvanized Chain Link	600'	$ 16,800.00	$ 19,200.00
2	Single Pedestrian Gate	1	$	850.00
3	Double Swing Gate	1	$	1,550.00

Location 9

1117 S. Long Beach Blvd.

Parcel Number(s)

6164-008-904

Fence Length:	*1230'*
Pedestrian Gate:	*3' W by 7' H*
Double Swing Gate	*20' W by 7' H*

Option 1 Grand Total: $ 36,690.00

Option 2 Grand Total: $ 41,610.00

Item No.	*Description*	*Quantity*	*Option 1* (Tension Wire Only)	*Option 2* (Top Rail)
1	7'ft Tall Galvanized Chain Link	1230'	$ 34,440.00	$ 39,360.00
2	Single Pedestrian Gate	1	$	850.00
3	Double Swing Gate	1	$	1,400.00

Location 10

501 E Compton Blvd
509 E Compton Blvd
517 E Compton Blvd
537 E Compton Blvd
545 E Compton Blvd

Parcel Number(s)

6166-022-901	6166-022-900	6166-022-902
6166-022-903	6166-022-904	6166-022-905

Fence Length:	*611'*
Pedestrian Gate:	*3' W by 7' H*
Double Swing Gate	*15' W by 7' H*

Option 1 Grand Total: $ 19,308.00

Option 2 Grand Total: $ 21,752.00

Item No.	*Description*	*Quantity*	*Option 1* (Tension Wire Only)	*Option 2* (Top Rail)
1	7'ft Tall Galvanized Chain Link	611'	$ 17,108.00	$ 19,552.00
2	Single Pedestrian Gate	1	$	850.00
3	Double Swing Gate	1	$	1,350.00

Location 11

625 E Compton Blvd
601 E Compton Blvd
112 N. Willow Ave
607 E Compton Blvd
107 N Santa Fe Ave

Parcel Number(s)

6166-023-904 6166-023-901 6166-023-900
6166-023-902 6166-023-903

Fence Length: 665'
Pedestrian Gate: 3' W by 7' H
Double Swing Gate 20' W by 7' H

Option 1 Grand Total: $ 23,026.00

Option 2 Grand Total: $ 25,994.00

Item No.	Description	Quantity	Option 1 (Tension Wire Only)	Option 2 (Top Rail)
1	7'ft Tall Galvanized Chain Link	742'	$ 20,776.00	$ 23,744.00
2	Single Pedestrian Gate	1	$ 850.00	
3	Double Swing Gate	1	$ 1,400.00	

Location 12

217 E Indigo St

Parcel Number(s)

6160-025-902

Fence Length: 265'
Pedestrian Gate: 3' W by 7' H
Double Swing Gate 30' W by 7' H

Option 1 Grand Total: $ 9,820.00

Option 2 Grand Total: $ 10,880.00

Item No.	Description	Quantity	Option 1 (Tension Wire Only)	Option 2 (Top Rail)
1	7'ft Tall Galvanized Chain Link	265'	$ 7,420.00	$ 8,480.00
2	Single Pedestrian Gate	1	$ 850.00	
3	Double Swing Gate	1	$ 1,550.00	

Location 13

2000 w. Compton Blvd
2008 w. Compton Blvd
2012 w. Compton Blvd
2024 w. Compton Blvd

Parcel Number(s)

6138-004-904 6138-004-900
6138-004-902 6138-004-903

Fence Length: 1504'
Pedestrian Gate: 3' W by 7' H
Double Swing Gate 20' W by 7' H

Option 1 Grand Total: $ 44,362.00

Option 2 Grand Total: $ 50,378.00

Item No.	Description	Quantity	Option 1 (Tension Wire Only)	Option 2 (Top Rail)
1	7'ft Tall Galvanized Chain Link	1504'	$ 42,112.00	$ 48,128.00
2	Single Pedestrian Gate	1	$ 850.00	
3	Double Swing Gate	1	$ 1,400.00	

Location 14

16208 S Atlantic Ave

Parcel Number(s)
7301-002-902

Fence Length: *911'*
Pedestrian Gate: *3' W by 7' H*
Double Swing Gate *10' W by 7' H*

Option 1 Grand Total: $ 27,658.00

Option 2 Grand Total: $ 31,302.00

Item No.	*Description*	*Quantity*	*Option 1* (Tension Wire Only)	*Option 2* (Top Rail)
1	7'ft Tall Galvanized Chain Link	911'	$ 25,508.00	$ 29,152.00
2	Single Pedestrian Gate	1	$ 850.00	
3	Double Swing Gate	1	$ 1,300.00	

Location 15

Adjacent to
16208 S Atlantic Ave

Parcel Number(s)
7301-002-901

Fence Length: *295'*
Pedestrian Gate: *3' W by 7' H*
Double Swing Gate *N/A*

Option 1 Grand Total: $ 8,260.00

Option 2 Grand Total: $ 9,440.00

Item No.	*Description*	*Quantity*	*Option 1* (Tension Wire Only)	*Option 2* (Top Rail)
1	7'ft Tall Galvanized Chain Link	295'	$ 8,260.00	$ 9,440.00
2	Single Pedestrian Gate	1		

Location 16

16216 S Atlantic Ave

Parcel Number(s)
7301-002-901

Fence Length: *396'*
Pedestrian Gate: *3' W by 7' H*
Double Swing Gate *N/A*

Option 1 Grand Total: $ 11,938.00

Option 2 Grand Total: $ 13,522.00

Item No.	*Description*	*Quantity*	*Option 1* (Tension Wire Only)	*Option 2* (Top Rail)
1	7'ft Tall Galvanized Chain Link	396'	$ 11,088.00	$ 12,672.00
2	Single Pedestrian Gate	1	$ 850.00	

Location 17

1716 E. Rosecrans Ave.

Parcel Number(s)
6184-002-902

Fence Length: *412'*
Pedestrian Gate: *3' W by 7' H*
Double Swing Gate *20' W by 7' H*

Option 1 Grand Total: $ 13,786.00

Option 2 Grand Total: $ 15,434.00

Item No.	*Description*	*Quantity*	*Option 1* (Tension Wire Only)	*Option 2* (Top Rail)
1	7'ft Tall Galvanized Chain Link	412'	$ 11,536.00	$ 13,184.00
2	Single Pedestrian Gate	1	$ 850.00	
3	Double Swing Gate	1	$ 1,400.00	

CITY OF COMPTON

COMMUNITY DEVELOPMENT DEPARTMENT

SUCCESSOR AGENCY

REQUEST FOR PROPOSAL

For

FENCING SERVICES

Mr. Cecil Flournoy

Director

City of Compton

Successor Agency

205 South Willowbrook Avenue

Compton, California 90220

(310) 605-5585

A. Cover Letter

New West Landscaping
1301 West Brazil Street
Compton, CA. 90220
Phone: 310-617-9667
Fax: 310-769-6614
Email: newwestlandscaping@yahoo.com

New West Landscaping respectively submits this proposal for consideration to provide fencing repairs and fencing replacement for the City of Compton Community Development Department Housing Successor and Successor Agency -owned properties on an "as needed basis". Since 2012, we have provided quality and professional contractual services for the City and its residents.

As you will see in our proposal, we have many years of experience providing identical services to satisfy all the project goals within the Compton Community Development Agency. We believe our professionalism, expertise, and experience makes us very qualified to provide those services in the capacity you are requesting for the City of Compton Development Department. We have a well-trained labor force, materials and the equipment necessary to start immediately upon execution of an agreement.

New West Landscaping has provided contractual services for the City of Compton Successor and Housing Agency Properties since October, 2021. Since that time, we have made minor and major fence repairs and replacements. We are local, whereby we response rapidly to emergencies and provide written reports. We have included before and after pictures of fence repairs and replacement at the following locations :

1. 1716 East Rosecrans Ave (Replacement on 6-17-2022).
2. 930 West Compton Blvd. (Repairs on 5-19-2022).
3. 2000-2024 West Compton Blvd (Replacement/Repairs on 5-27-2022).

If you should have any questions regarding our proposal, please do not hesitate to contact us at 310-617-9667.

Thank you,
Mr. Keith Dickerson

B. Company Profile

My name is Mr. Keith D. Dickerson and I am the owner of New West Landscaping. I am a former employee from 1982-2012 (retired). I have lived and worked in the City of Compton for over sixty-six years. My address is 1301 West Brazil Street Compton, California 90220. My telephone number is 310-617-9667 and fax number 310-769-5919. The e-mail address is newwestlandcaping@yahoo.com. I am a sole proprietorship and have been in business for over twenty years; and maintained a C-27 contractor's license for over 20 years. Currently, I have four full-time employees.

As the owner of New West Landscaping, I am also the principal project manager who will oversee all work performed. For the past four years I have worked under the purview of Mr. Cecil Rambo, Mr. Laurence Adams, Trephenia Simmons, Mr. Michael Antwine, Leslie Inacionales —Tafoya, Mr. Tony Ward ,Collee Fields and several other past and present City of Compton Administrators.

Currently New West Landscaping has contract agreements with International Realty and Investments and Restore Neighborhoods Los Angeles. We maintain several properties in Compton and Los Angeles . We have provided services with these two companies for a combine twenty years.

My responsibilities as project manager included: providing all materials and power equipment to the worksites, providing written estimates, documenting all work performed, and provided before and after pictures. Removing trash, weed illegal dumping , homeless encampments on private properties I also assisted my employees in the actual work removing homeless encampments, and cleanup weed abatement services.

New West Landscaping has maintained a perfect safety record while working for the City of Compton as a Contractor. I take pride in following all local, state and federal safety regulations, As the Project Manager it has been an honor serving the Citizens of Compton.

C. Organization/Staffing

Ernesto Rameriz

Installation Specialist/ 25 years experience

7233 Milton Avenue # A

Whittier Calif., 90602

Jose De Jesus Ruiz

Installation Specialist/ 15 years experience

14222 Port Royal Pl

Moreno Valley, Calif., 92553

Mr. Alex Mejia

Landscape Technician/ Construction 20 years of experience

1957 Raymond Avenue

Los Angeles Calif., 90007

Mr. Keith Dickerson

Manager/ 50 years of experience

1301 West Brazil Street

Compton, Calif., 90220

C-27 License # 833912 /Qualified Applicators License # 87578

Mr. Eugene Jones

Landscape Technician/ Construction 10 years of experience

1422 East Rosecrans Ave. # 42

Compton, Calif. 90221

D. Description and Approach

Our approach, goals, and objectives will vary at each Successor and Housing Property. At 1117 South Long Beach Blvd, 2000-2024 West Compton Blvd., 110 -114 North Bowen Avenue and 1425 East Compton Blvd. New West Landscaping will remove-cut- the vinyl posts and termite infested posts below grade. Michael Salavaria owner of Space Makers and our Company will remove all debris.

Our crews will then adhere and comply with all requirements in the scope of services and comply in conformance to the Compton and Municipal Code and Standards. If necessary , a change order will apply if the Community Development Department decides to make fence repairs instead of fencing replacement.

At 501-545 East Compton Blvd., 1113-1125 West Rosecrans Ave., and 601-625 East Compton Blvd; there is no fencing at all . New West Landscaping will be committed to have at least 4-6 men at the work site daily . We will observe all safety pre-cautions to minimize any health risks to Citizens of Compton. All fence replacement will be 7 feet , with anchored post stabilizing wires and bars as needed.

The Successor and Housing lot chain link fencing at 409-413-415 North Alameda Street, 2901 West Alondra , 1434 West Compton Blvd., 2815 -2875 West Alondra Blvd., 217 East Indigo Street and 16208 -16216 need fence repairs. The Linear Feet at each of these locations are drastically reduced, therefore price for repairs will be reduced as well. New West Landscaping will submit a change order upon approval of the Community Redevelopment Department.

We will make sure all materials are new with standard galvanized finish and all pedestrian gates and drive way approach gates are in accordance with the proposal requirements . All work in progress and completed will be monitored on a consistent basis for any theft or vandalism.

SUCCESSOR AGENCY/HOUSING SUCCESSOR PROPERTY
COST PROPOSAL ESTIMATE

E.

	Address	Size	Linear Ft.	Flat Fee
	Successor Agency Properties			
1	**1113 - 1125 West Rosecrans Avenue**	**18,352 sq. ft**	**778.52**	**23,370.00**
2	413 - 415 West Compton Boulevard	24,463 sq. ft	N/A	N/A
3	**1425 East Compton Boulevard**	**13,392 sq. ft**	**440.98**	**13,200.00**
4	**110- 114 N. Bowen Ave.**	**11,505 sq. ft**	**360.50**	**10,320.00**
5	413-415 North Alameda Street	33,570 sq. ft	861.29	25,830.00
6	2901 West Alondra Boulevard	40,075 sq. ft	811.17	24,330.00*
7	2815 - 2875 West Alondra Blvd.	779,724 sq. ft	3,855.08	115,650.00*
8	412 West Alondra Boulevard	18,509 sq. ft	N/O	N/O
9	**1117 S. Long Beach Blvd.**	**56,509 sq. ft**	**1241.07**	**37,230.00**
10	**501 - 545 East Compton Boulevard**	**42,801 sq. ft**	**811.88**	**24,360.00**
11	**107 North Santa Fe Avenue** **601-625 East Compton Blvd.** **607 East Compton Blvd.** **625 East Compton Blvd.** **112 North Willow Street**	**43,090 sq. ft.**	**899.00**	**26,970.00**
12	217 East Indigo Street	7,750 sq. ft	438.37	13,140.00*
13	**2000-2024 West Compton Blvd.**	**88,114 sq. ft**	**1400**	**42,000.00**
	Housing Successor Properties			
1	16208/16 South Atlantic Avenue	40,511 sq. ft	811.88	24,400.00

	Small adjacent to 16208 S. Atlantic Ave.	7,836 sq.ft	440	13,200.00
2	1716 E. Rosecrans Avenue	13, 257 sq. ft.	N/A	N/A
3	1434 W. Compton Blvd.	62,262 sq. ft.	1034	31,020.00*
	Housing Successor Properties Repairs			
1	1434 West Compton Blvd,		300	9,000.00
	Successor Properties Repairs			
1	217 East Indigo Street		100	3,000.00
2	2901 West Alondra Blvd.		300	9,000.00
3	2815-2895 W. Alondra Blvd.		600	18,000.00

Successor Agency Properties = 356,110.00
Successor Housing Agency Properties = 68,620.00
Bold print indicates vinyl, wooden, or no fencing at all.
N/A denotes newly installed fencing.
N/O indicates new owner.
****Indicates repairs with substantial lower estimates.***

SUCCESSOR AGENCY/HOUSING SUCCESSOR PROPERTY COST PROPOSAL ESTIMATE

E.

	Address	Size	Linear Ft.	Flat Fee
	Successor Agency Properties			
1	**1113 - 1125 West Rosecrans Avenue**	**18,352 sq. ft**	**778.52**	**23,370.00**
2	413 - 415 West Compton Boulevard	24,463 sq. ft	N/A	N/A
3	**1425 East Compton Boulevard**	**13,392 sq. ft**	**440.98**	**13,200.00**
4	**110- 114 N. Bowen Ave.**	**11,505 sq. ft**	**360.50**	**10,320.00**
5	413-415 North Alameda Street	33,570 sq. ft	861.29	25,830.00
6	2901 West Alondra Boulevard	40,075 sq. ft	811.17	24,330.00*
7	2815 - 2875 West Alondra Blvd.	779,724 sq. ft	3,855.08	115,650.00*
8	412 West Alondra Boulevard	18,509 sq. ft	N/O	N/O
9	**1117 S. Long Beach Blvd.**	**56,509 sq. ft**	**1241.07**	**37,230.00**
10	**501 - 545 East Compton Boulevard**	**42,801 sq. ft**	**811.88**	**24,360.00**
11	**107 North Santa Fe Avenue** **601-625 East Compton Blvd.** **607 East Compton Blvd.** **625 East Compton Blvd.** **112 North Willow Street**	**43,090 sq. ft.**	**899.00**	**26,970.00**
12	217 East Indigo Street	7,750 sq. ft	438.37	13,140.00*
13	**2000-2024 West Compton Blvd.**	**88,114 sq. ft**	**1400**	**42,000.00**
	Housing Successor Properties			
1	16208/16 South Atlantic Avenue	40,511 sq. ft	811.88	24,400.00

	Small adjacent to 16208 S. Atlantic Ave.	7,836 sq.ft	440	13,200.00
2	1716 E. Rosecrans Avenue	13, 257 sq. ft.	N/A	N/A
3	1434 W. Compton Blvd.	62,262 sq. ft.	1034	31,020.00*
	Housing Successor Properties Repairs			
1	1434 West Compton Blvd,		300	9,000.00
	Successor Properties Repairs			
1	217 East Indigo Street		100	3,000.00
2	2901 West Alondra Blvd.		300	9,000.00
3	2815-2895 W. Alondra Blvd.		600	18,000.00

Successor Agency Properties = 356,110.00
Successor Housing Agency Properties = 68,620.00
Successor Housing/Agency Property Repairs= 39,000.00
Bold print indicates vinyl, wooden, or no fencing at all.
N/A denotes newly installed fencing.
N/O indicates new owner.
****Indicates repairs with substantial lower estimates.***

Space Makers

F.

Property Preservation Services

We are an owner operated property preservation company with over five years' experience in the debris removal service industry. Founded by Michael J. Salavaria, Space Makers specializes in difficult and sensitive situations and is often contracted to work with fiduciaries, realtors, probate and elder law attorneys, executors and trustees of estates, senior service professional, and city contractors.

We thoroughly understand our client's needs and stay on top of the continual changes in all appropriate guidelines, ensuring all work is completed in accordance with the applicable specification. Our turn-around times are some of the fastest the Industry has to offer. We respond for all service requests within twenty four (24) hours and available seven (7) days a week including holidays.

We also work for New West Landscaping in the City of Compton clearing alleys, parkways, residential streets, homeless encampments in Successor and Housing Agency Properties and other assigned locations. Space Makers is experienced in working up to Level 5 hoarder homes and are currently servicing the entire Los Angeles County, Orange County, Ventura County, San Bernardino County, and Riverside County.

Property Preservation Services Include:

Estate clearing and decluttering / E-waste Removal Service / Homeless Encampment Clean

Up / Complete Clearing of Hoarded Premises / Shrubbery & Overgrown Foliage Removal / Alley & Corridor Clean Up / Illegal Dumping Removal

We are knowledgeable and experiences in hazardous material removal and service the Southern California area.

Rush service is available!

We carry two million dollars of general liability insurance.

We take great pride in completing work within agreed upon timeframes and requirements, providing supporting photo documentation of all information reported and services completed, and utilizing the most cost-effective procedures to help

eliminate out-of-pocket expenses for our clients. Contact Michael Salavaria with your next Project Assignmen310.597.6642 or MichaelS@Spacemakers.org


1716 East Rosecrans Avenue
6-17-2022


1716 East Rosecrans Avenue
6-17-2022
310 678-4670

1716 East Rosecrans Avenue

6-17-2022



1716 East Rosecrans Avenue

6-17-2022



1716 East Rosecrans Avenue

6-17-2022




1716 East Rosecrans Avenue
6-17-2022

1716 East Rosecrans Avenue
6-17-2022




1716 East Rosecrans Ave
6-17-22

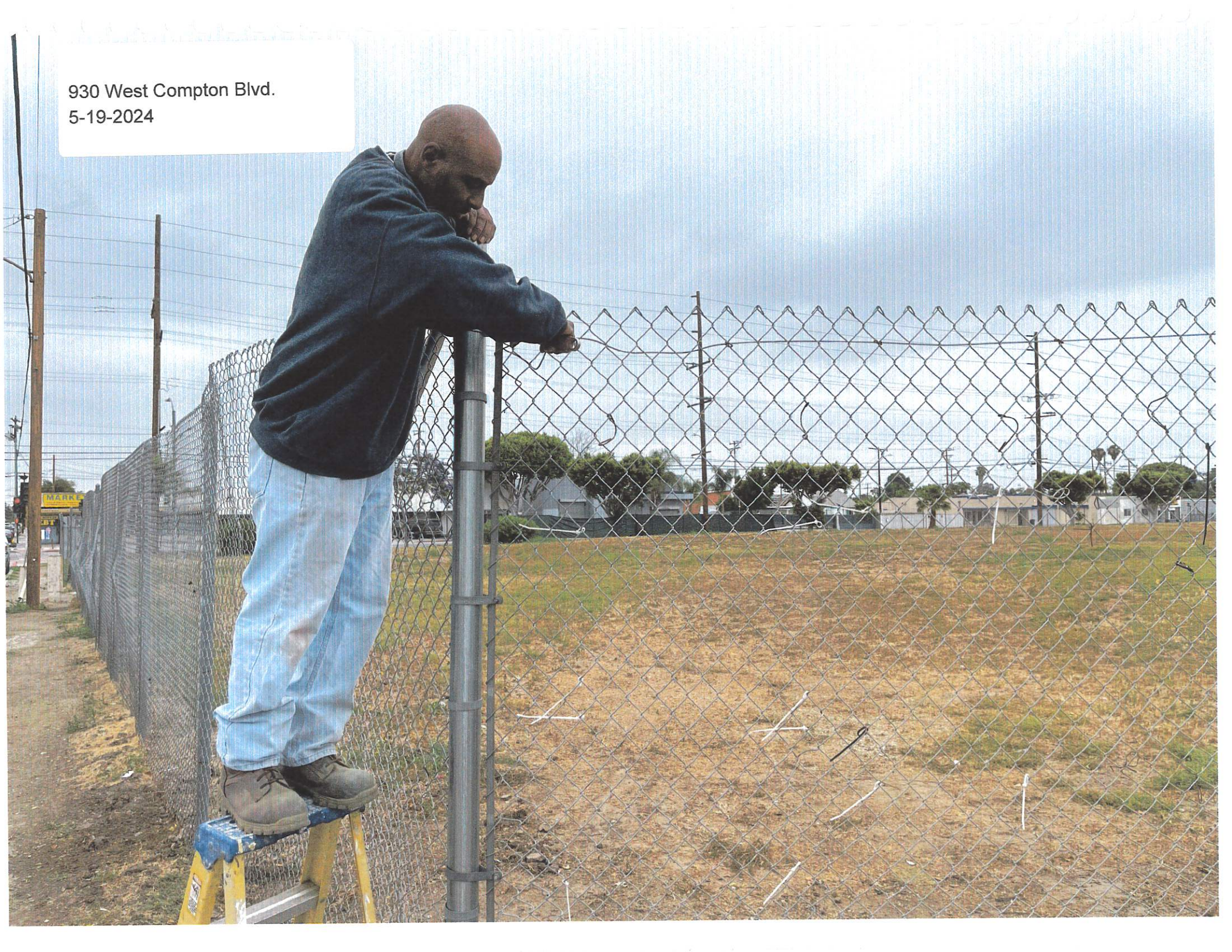

1716 East Rosecrans Ave
6-17-22
AUTO


1716 East Rosecrans Ave
6-17-22


1716 East Rosecrans Ave
6-17-22
AUTO
CARWASH
CARWASH
CARWASH
GRADFIELD AVE
6.15
6.35
6.45


1716 East Rosecrans Ave
6-17-22


930 West Compton Blvd.
5-19-2024


930 West Compton Blvd.
5-19-2024


930 West Compton Blvd.
5-19-2024


2000-2024 West Compton Blvd.
5-27-2024


2000-2024 West Compton Blvd.
5-27-2024
KFC
Jack
TRENCH SHORING


2000-2024 West Compton Blvd.
5-27-2024
TRENCH SHORING


2000-2024 West Compton Blvd.
5-27-2024


2000-2024 West Compton Blvd.
5-27-2024

License #1063022
DIR#1000708605

EverFence
Fence Made Easy ™

204 West Carleton Ave, Orange CA 92867
Phone: (562) 946-2872
Website: www.everfence.com

Quote Number: 2263

Attention: Cecil Flournoy
Billing Address: 205 South Willowbrook Ave Compton, CA 90220
Project Address: Various throughout the City of Compton, California
By Phone: (310) 605 5559
By Email cflournoy@comptoncity.org

EverFence Rep: Ryan Harpur
Phone: (619) 770 0877
Email: ryanh@everfence.com
Quote Date: Thursday, November 7, 2024
Quote Valid to: Saturday, December 7, 2024

Fence Specifications

Chain Link Fence Specifications
- Option 1 - this is for the chain link fence to only have tension wire at the top and bottom of the fence
- Fence Fabric: 2" mesh, 9-gauge steel wire, galvanized.
- Posts: Galvanized steel, 2 7/8" and 1 7/8" diameter.
- Top Rail: 1 7/8" diameter, no bottom rail (optional; please review cost options).
- Tension Wire:Galvanized, 7-gauge.
- Footings: 24" deep, 12" diameter, reinforced with concrete.

Gates
- Frame: Welded, 1 7/8" galvanized steel.
- Gate Fabric: 2" mesh, 9-gauge steel wire, galvanized.
- Hinges:Industrial standard.
- Latch: Fence gate latch with padlock hole.

Location	*Description*	*Lump sum*	*Total*
Location 1. 1113-1125 W Rosecrans Ave	*1. 7'ft Tall Galvanized Chain Link Tension wire only (Fence length 742')* *2. Single Pedestrian Gate (3' W by 7' H)* *3.Double Swing Gate (20' W by 7' H)*	*1*	*$ 23,026.00*
Location 2. 413 - 415 W Compton Blvd	*1. 7'ft Tall Galvanized Chain Link Tension wire only (Fence length 425')* *2. Single Pedestrian Gate (3' W by 7' H)*	*1*	*$ 12,750.00*
Location 3. 1425 E Compton Blvd	*1. 7'ft Tall Galvanized Chain Link Tension wire only (Fence length 395')* *2. Single Pedestrian Gate (3' W by 7' H)* *3.Double Swing Gate (15' W by 7' H)*	*1*	*$ 13,210.00*
Location 4. 110 N Bowen Ave 114 N Bowen Ave	*1. 7'ft Tall Galvanized Chain Link Tension wire only (Fence length 354')* *2. Single Pedestrian Gate (3' W by 7' H)*	*1*	*$ 10,762.00*
Location 5. 413 N. Alameda St. 415 N. Alameda St. 409 N. Alameda St.	*1. 7'ft Tall Galvanized Chain Link Tension wire only (Fence length 878')* *2. Single Pedestrian Gate (3' W by 7' H)* *3.Double Swing Gate (20' W by 7' H)*	*1*	*$ 26,834.00*
Location 6. 2901 W Alondra Blvd	*1. 7'ft Tall Galvanized Chain Link Tension wire only (Fence length 829')* *2. Single Pedestrian Gate (3' W by 7' H)* *3.Double Swing Gate (30' W by 7' H)*	*1*	*$ 25,612.00*
Location 7. 2815-2875 W Alondra Blvd	*1. 7'ft Tall Galvanized Chain Link Tension wire only (Fence length 3988')* *2. Single Pedestrian Gate (3' W by 7' H)* *3.Double Swing Gate (20' W by 7' H)*	*1*	*$ 113,914.00*
Location 8. 1434 w. Compton Blvd	*1. 7'ft Tall Galvanized Chain Link Tension wire only (Fence length 600')* *2. Single Pedestrian Gate (3' W by 7' H)* *3.Double Swing Gate (30' W by 7' H)*	*1*	*$ 19,200.00*
Location 9. 1117 S. Long Beach Blvd.	*1. 7'ft Tall Galvanized Chain Link Tension wire only (Fence length 1230')* *2. Single Pedestrian Gate (3' W by 7' H)* *3.Double Swing Gate (20' W by 7' H)*	*1*	*$ 36,690.00*

EverFence
Fence Made Easy ™

204 West Carleton Ave, Orange CA 92867
Phone: (562) 946-2872
Website: www.everfence.com

License #1063022
DIR#1000708605

Quote Number: **2363**

Location	Description	Lump sum	Total
Location 10. 501 E Compton Blvd 509 E Compton Blvd 517 E Compton Blvd 537 E Compton Blvd 545 E Compton Blvd	1. 7'ft Tall Galvanized Chain Link Tension wire only (Fence length 611') 2. Single Pedestrian Gate (3' W by 7' H) 3.Double Swing Gate (15' W by 7' H)	1	$ 19,308.00
Location 11. 625 E Compton Blvd 601 E Compton Blvd 112 N. Willow Ave 607 E Compton Blvd 107 N Santa Fe Ave	1. 7'ft Tall Galvanized Chain Link Tension wire only (Fence length 655') 2. Single Pedestrian Gate (3' W by 7' H) 3.Double Swing Gate (20' W by 7' H)	1	$ 23,026.00
Location 12. 217 E Indigo St	1. 7'ft Tall Galvanized Chain Link Tension wire only (Fence length 265') 2. Single Pedestrian Gate (3' W by 7' H) 3.Double Swing Gate (30' W by 7' H)	1	$ 9,820.00
Location 13. 2000 w. Compton Blvd 2008 w. Compton Blvd	1. 7'ft Tall Galvanized Chain Link Tension wire only (Fence length 1504') 2. Single Pedestrian Gate (3' W by 7' H) 3.Double Swing Gate (20' W by 7' H)	1	$ 44,362.00
Location 14. 16208 S Atlantic Ave	1. 7'ft Tall Galvanized Chain Link Tension wire only (Fence length 911') 2. Single Pedestrian Gate (3' W by 7' H) 3.Double Swing Gate (10' W by 7' H)	1	$ 27,658.00
Location 15. 16208 S Atlantic Ave	1. 7'ft Tall Galvanized Chain Link Tension wire only (Fence length 295') 2. Single Pedestrian Gate (3' W by 7' H)	1	$ 8,260.00
Location 16. 16216 S Atlantic Ave	1. 7'ft Tall Galvanized Chain Link Tension wire only (Fence length 396') 2. Single Pedestrian Gate (3' W by 7' H)	1	$ 11,938.00
Location 17. 1716 E. Rosecrans Ave.	1. 7'ft Tall Galvanized Chain Link Tension wire only (Fence length 412') 2. Single Pedestrian Gate (3' W by 7' H) 3.Double Swing Gate (20' W by 7' H)	1	$ 13,786.00

Estimated Start Date: **TBD**

Total ***$ 440,156.00***

1. This is an estimated installation date based on current availability, materials, and weather, from the date of Deposit Received.
2. EverFence will update you immediately if there are any unforeseen situations that may cause a delay.

ACCEPTED AS OF THE DATE HEREOF BY:

Name: _____

Signature: _____

By signing, the customer agrees they have read and understand all the terms and conditions of this contract

Attention: Cecil Flournoy **Quote Number:** 2263

Project Address: Various throughout the City of Compton, California

By Phone: (310) 605 5559

By Email: cflournoy@comptoncity.org

ADDENDUMS NOTED:

EverFence General Standard INCLUSIONS:

This bid offer and price is withdrawn if not accepted in writing within 30 days.

These terms control the scope and shall be included in any later sub-contract.

If this project is OCIP, then the cost credit is accounted for in this bid. Credits will not be given later.

Contractor to provide a minimum of 6 weeks notification prior to mobilization. If fabrication is required, allow 6 to 8 weeks from the time measurements are taken.

Should underground manmade buried objects be encountered affecting our ability to preform the work as originally bid, work will be tracked using tentative agreements and submitted for payment under T&M.

Total bid price includes 3 move-ins, any additional move-ins required add $3,175.00 each.

Concrete anchor blocks and concrete pads are excluded.
Total bid cannot be separated without prior approval from EverFence management.
Price contingent upon access of EverFence Truck and Skidsteer.
General Contractor to provide secure laydown yard and TWW Bin staging area for EverFence.

Sleeves provided by EverFence, placed and cleaned out by others.

EverFence General Standard Exclusions:

TRAFFIC CONTROL, FLAGGING, CONCRETE ANCHOR BLOCKS, CONCRETE SLABS/PADS/MOW STRIPS, ASPHALT OR CONCRETE PATCH WORK, MINOR CONCRETE VEGITATION CONTROL, UNDERGROUND UTILITIES, EXCAVATION, FILL, EXTRA DIRT FOR BACKFILLING, GRADING, STAKING, SURVEYING, SPOILS REMOVAL FROM POINT OF EXCAVATION, CLEARING & GRUBBING GUARDRAIL AND FENCE LINE, BLOCKOUTS, CORE-DRILLING, DRILLING BOLT PATTERNS IN BARRIERS, DRILLING IN SOLID ROCK FORMATIONS, SAWCUTTING, GROUNDING, PAINTING, MAINENANCE OF INSTALLED FENCING AND GUARDRAIL, POTHOLING, CONCRETE WASHOUTS, ENGINEERING, BOND FEE'S, PERMITS AND/OR MISCELLANOEUS FEE'S.

Project Specific Exclusions:

Buyers Acknowlegement

Attention: Cecil Flournoy **Quote Number:** 2263

Project Address: Various throughout the City of Compton, California

By Phone: (310) 605 5559

By Email: cflournoy@comptoncity.org

BUYER'S AGREEMENT

This Buyer's Agreement ("Agreement") is entered into between the Buyer(s) ("Buyer") and EverFence ("Seller").

1. Payment Terms:

The Buyer agrees to pay the full amount set out above. Any changes to this agreement must be executed in writing and approved by both parties. Any such changes that involve extra cost will become an extra charge over and above the amount herein stipulated.

2. Security Interest:

To secure payment of balance set out above, BUYER(S) hereby grant(s) to SELLER a security interest in each item above-described. Upon default of payment of said balance when due, SELLER shall have all rights and remedies of a secured party under the Uniform Commercial Code and from time to time in effect in the State of California.

3. Attorney Fees and Interest:

Buyer agrees to pay all attorney fees, court costs, filing fees, including charges or commissions, all fees that may be assessed to us by any collection agency retained to pursue this matter. Buyer also agrees to pay interest at the rate of one and a half percent per month (Eighteen percent per year) on any account over 60 days past due, subject to lien.

4. Returned Checks:

All returned checks will be charged a $35 handling fee.

5. Restocking Fee:

Buyer agrees to pay a 20% (or 50% for any custom work) restocking fee on canceled orders.

$ 88,031.00 Standard 20%

$ 220,078.00 Custom 50%

6. Obstructions:

EverFence will not be responsible for moving or repairing sprinkler systems, obstructions such as large rocks, trees, and excessive bush/shrub removal. Tree stumps must be removed at the owner's expense. Accidental sprinkler damage will be repaired at the owner's expense.

7. Excavation:

Excavation over and above standard installation requirements shall incur an extra charge.

8. Permits:

The Buyer is responsible for obtaining ALL necessary building permits unless stated otherwise.

9. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10. Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

11. Acknowledgement:

Buyer acknowledges that he or she has read and understands all terms and conditions of this contract.

12. Modifications:

This Agreement may not be modified or amended except in writing executed by both parties.

13. Cancelation:

Buyer(s) have the right to cancel this agreement without penalty or obligation by providing written notice of cancellation to EverFence Corporation within 72 hours of the date of this agreement. If the Buyer(s) cancel this agreement, EverFence Corporation will refund all payments made by the Buyer(s) under this agreement within 10 days after receiving the notice of cancellation.

Buyers Acknowlegement

Attention: Cecil Flournoy

Quote Number: 2263

Project Address: Various throughout the City of Compton, California

By Phone: (310) 605 5559

By Email: cflournoy@comptoncity.org

TERMS AND CONDITIONS

THE CALIFORNIA MECHANIC'S LIEN LAW - Under California's Mechanic's Lien Law, any contractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen, even if you paid your contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

Unless otherwise specified in writing, the Customer is responsible for:

- ***A. Marking sprinklers and property lines.***
- ***B. Obtaining required building permits.***
- ***C. Damaged sprinkler lines.***
- ***D. Notifying neighbors/neighboring property owners of work to be done.***
- ***E. Removal of all plants, trees, greenery, obstructions, etc. on the fencing line.***

Customer agrees to hold contractor harmless and not liable for zoning laws or other provisions regarding the construction of fences, decks or other projects when done in compliance with customer's instructions.

A 20-day preliminary lien notice will be filed if full payment is not made within 5 days of completion of the project. Completion is signified by the signature and completion of the Installation Completion Form. If repairs are required, the customer may only hold 10% retention until the repairs have been completed.

Everfence Corporation assumes no responsibility for damage to bricks, pavements, or any other surface item during setting posts or other items related to the installed product. Everfence Corporation is not responsible for the structural integrity of block, masonry brick, or other walls on top of which we install fence or other materials. Everfence Corporation Is not responsible for waterproofing of existing structures and surfaces.

Line of work shall follow Client's/surveyor's stakes and lines; or as closely as is reasonably possible or the old fence line wherever such is readily visible, and no obstruction exists. A new fence line may deviate as necessary to accommodate construction of new fence. Removal of obstructions to work is the expense and responsibility of the customer unless otherwise noted in the contract.

Fence heights in contract are approximate. Exact height of fences is at sole discretion of the contractor and shall be determined during progress of work based on most efficient methods of construction. Heights follow ground level, as necessary.

Customer shall advise contractor of all drain, sprinkler, underground utilities, and other objects on premises which may be adversely affected by excavation. Notice shall be submitted in writing by client to contractor before beginning work or contractor Is released from all liability for damage to said utilities or other underground fixtures or equipment.

Client agrees to pay all monies due to the Everfence Corporation immediately upon completion of job. If not received within 5 days, a $50.00 (USD) late fee will be applied to the final bill.

Customer consents to placard being placed on fence for warranty purposes. EverFence also has the rights to using any fence installed for marketing purposes.

NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty of obligation, within three business days from the signed date of this agreement (Saturday is considered a business day). Any cancellations received beyond the three business days are subject to a 50% (of cash price) cancellation charge; if order is already in production, the purchaser agrees to pay full contract price. If you cancel withing the three business days, the contractor must return to you anything you paid within 10 days of receiving the Notice of Cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. If you do make the good available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under this contract/agreement.

_____

Buyers Acknowlegement

December 17, 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 ENTER INTO A SERVICE AGREEMENT AND OPEN A PURCHASE ORDER WITH CITY FABRICK TO SECURE PLANNING SERVICES FOR VACANT AND UNDERUTILIZED LOT INVENTORY WITHIN THE CITY OF COMPTON FOR THE AMOUNT OF $192,000**

SUMMARY

Adoption of the attached resolution will establish a Purchase Order to secure planning services for vacant and underutilized lot inventory within the City of Compton during the fiscal year 2024-2025.

BACKGROUND

The City of Compton's Recreation Department provides resources which meet the needs of the community through highly accessible, enjoyable and varied opportunities for learning and recreation. To meet the needs of an ever-changing community, the City is exploring new opportunities for vacant or underutilized lots/properties within the City of Compton. To execute this project, the City is seeking assistance with planning services for vacant and underutilized lot properties.

STATEMENT OF THE ISSUE

City Council approval is needed to pay invoices for the planning services for vacant and underutilized lot inventory within the City of Compton during the fiscal year 2024-2025. The Department of Recreation is requesting authorization to secure planning services in the amount of $192,000.

A total of nine (9) bids were received for this project. Below are the bids received:

Contractor	Bid Amount
Against All Odds Compton	$5,000,000
A.I.A., C.S.I., Architect Inc	$224,250
City Fabrick	$192,000
Designing In Color Inc.	$246,000
Kounkuey Design Initiative's (KDI)	$252,466

KTUA	$166,130
Moore Iancofano Goltsman, Incorporated	$283,185
Placeworks	$235,696
Somos Group	$265,000

City Fabrick was selected as the vendor for the project. Although the organization's proposal had the second lowest bid, City Fabrick has multiple qualifying characteristics. They hold years of experience in designing park & play space, possess relevant municipality experience, advocate for the community, prioritize communication, and have the most detailed action plan to address the City's Scope of Work for this project. In addition to their multiple attributes, they have a Design Team with experience in neighboring cities such as Carson, Cudahy, Long Beach, Redondo Beach, and San Pedro.

SCOPE OF WORK

Task 1: Project commencement and Inventory Site Analysis

- Formalize the scope of work and execution of the plan which highlights the areas of opportunity within the City of Compton.
- Meet with representatives from the Community Development, City Controller, City Manager, and Public Works departments to discuss goals, scope and establish a schedule for the project
- Identify potential spaces and document community feedback, creating a map of areas of opportunity
- Analyze environmental and public health conditions via available public data
- Review and evaluate lot inventory, take immediate action on available sites or contact owners for interest in sales of vacant lot opportunities

Task 2: Community Involvement

- Conduct outreach and engagement activities to gather community input
- Create informational presentations at local parks to inform the community of coming changes/acquire suggestions for vacant lots
- Create focus groups, comprised of community members, for feedback related to parks and park development within the City of Compton
- Planning firm and City of Compton to discuss/review feedback from the community
- Focus groups, planning events, and community feedback to be coordinated at a later time

Task 3: Park Opportunities

- Rank identified site opportunities in terms of prioritization
- Ranking to include size of said lot, vacancy status, ownership, proximity to public transit, and how the park addresses the needs of the community it is in
- Assess the location for possible gardens or walking trails
- Discussion with planning team and City staff regarding feasibility of the development suggested for the vacant lot inventory
- Selection of high priority lots/opportunities

Task 4: Park Planning

- Development of conceptual designs for the selected high priority park/lot locations
- Extensive evaluation of each selected site to determine the resources needed to execute designs for each
- Contact local utility companies to plan renovations
- Site Assessment to include: Title reports, building & structural assessments, soil testing, drainage/stormwater assessment, traffic studies
- Create a draft package to include site renderings for each lot selected
- Planning firm to meet with the City staff to review the site renderings
- Community Involvement: Meet with the members of the community to provide updates and inform of plans made regarding the usage of vacant lots/underutilized properties
- Create final plans based on full review by the City, Community, and the Planning firm

FISCAL IMPACT

The total cost for Fiscal Year 2024-2025 is $192,000. The funds for these expenditures are available in the Recreation Department's 2024-2025 fiscal year budget. Specifically, funds will be available in the Measure A account number 2688-840-000-4266. As a Measure A qualifying project, the City of Compton will be reimbursed, on a perpetuitous bases, for the expenses related to the vacant lot utilization planning services, as claims are filed with the Los Angeles County Regional Park and Open Space District.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution establishing, and authorizing, the City Manager to open a Purchase Order to secure planning services for vacant and underutilized lot inventory within the City of Compton 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 ENTER INTO A SERVICE AGREEMENT AND OPEN A PURCHASE ORDER WITH CITY FABRICK TO SECURE PLANNING SERVICES FOR VACANT AND UNDERUTILIZED LOT INVENTORY WITHIN THE CITY OF COMPTON FOR THE AMOUNT OF $192,000

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

WHEREAS, to meet the needs of an ever-changing community, the City is exploring new opportunities for vacant or underutilized lots/properties within the City of Compton; and

WHEREAS, to execute this project, the City is seeking assistance with planning services for vacant and underutilized lot properties; and

WHEREAS, City Council approval is needed to secure planning services for vacant and underutilized lot inventory within the City of Compton; and

WHEREAS, the Department of Recreation is requesting authorization to secure planning services in the amount of $192,000; and

WHEREAS, the funds for these expenditures are available in the Recreation Department's 2024-2025 fiscal year budget. Specifically, funds will be available in the Measure A account number 2688-840-000-4266.

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 enter into a service contract, in the amount of $192,000, for planning services for vacant and underutilized lot inventory within the City of Compton with City Fabrick.

Section 2. That the City Manager is authorized to open a Purchase Order with City Fabrick for $192,000 to secure planning services for vacant and underutilized lot inventory within the City of Compton.

Section 3. The funds for these expenditures are available in the Recreation Department's 2024-2025 fiscal year budget. Specifically, funds will be available in the Measure A account number 2688-840-000-4266. As a Measure A qualifying project, the City of Compton will be reimbursed, on a perpetuitous bases, for the expenses related to the vacant lot utilization planning services, as claims are filed with the Los Angeles County Regional Park and Open Space District.

Section 4. 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 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____day of _____, 2024

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

CITY COUNCIL AGENDA)12-17-2024) – SUPPORTING DOCUMENTS

ITEM NO. 12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT AND OPEN A PURCHASE ORDER WITH CITY FABRICK TO SECURE PLANNING SERVICES FOR VACANT AND UNDERUTILIZED LOT INVENTORY WITHIN THE CITY OF COMPTON FOR THE AMOUNT OF $192,000

TO VIEW SUPPORTING DOCUMENTS FOR THIS ITEM, PLEASE CLICK THE LINK BELOW:

https://www.dropbox.com/scl/fo/xig5pu7xazx0mfap1n296/ACQ1BAaAOtVuG_L6Pwbqo_o?rlkey=fxjab8q4lrze7pkmvwmcnituz&st=v1wsous8&dl=0

**IF YOU HAVE ISSUE ACCESSING THE LINK, PLEASE CALL THE CITY CLERK'S OFFICE AND STAFF WILL EMAIL IT TO YOU.