Members of the public may address the City Council on any item shown on the agenda or matter of the Council's authority after completion of "Request to Address the Council Form" available in the lobby of the Council Chambers or in the City Clerk's office. This form must be completed 15 minutes prior to the scheduled meeting time. Pursuant to Section 54957.5 of the California Government Code, Any writings (Except for those writings which are exempt from disclosure) which are distributed to all or a majority of the members of the City Council are available for public inspection in the lobby of the City Council Chambers and in the office of the City Clerk during regular business hours.

COMPTON CITY COUNCIL
AGENDA
01/14/2025
5:30 PM

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. POWERPOINT PRESENTATION: COMPTON 125 HISTORICAL SOCIETY
   Activating Compton's Heritage - A Preservation Strategy for Generations to Come.

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..

CITY CONTROLLER

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE THE CITY MANAGER TO AMEND THE CONTRACT AGREEMENT ESTABLISHED WITH PRICE PAIGE & COMPANY LLP, AND TO OPEN AN ADDITIONAL PURCHASE ORDER TO PRICE PAIGE & COMPANY LLP FOR CONTINUED CERTIFIED PUBLIC ACCOUNTANT SERVICES ($34,050)

CITY FIRE DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER TO THE CITY OF DOWNEY FOR FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES ($800,000.00)

RISK MANAGEMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING PAYMENT OF ANNUAL FEES TO THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR CONTINUED ADMINISTRATION OF THE CITY'S WORKERS' COMPENSATION SELF-INSURANCE PROGRAM ($33,011.97)

WATER DEPARTMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) FOR THE PAYMENT OF WATER SYSTEM ANNUAL FEES IN THE AMOUNT OF FIFTY-THREE THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS AND FORTY CENTS ($53,975.40) FOR FISCAL YEAR 2024-2025.

REGULAR AGENDA

NEW BUSINESS

6. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-10 OF THE COMPTON MUNICIPAL CODE AND CREATING A "OLYMPICS/TOURISM COMMITTEE" - (First Reading)

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT OF THE CONSTRUCTION SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR MDJ MANAGEMENT, LLC. FOR THE SITE RECONSTRUCTION AND UPGRADED SECURITY FEATURES PROJECT AT 404 NORTH ALAMEDA ST. IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED SIX THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS AND SEVEN CENTS ($406,427.07)

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT WITH THE WIN PROJECT TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF HOUSING SUCCESSOR AGENCY-OWNED PROPERTY LOCATED AT 1716 EAST ROSECRANS AVENUE TO DEVELOP TWENTY - ONE (21) AFFORDABLE MULTI-FAMILY HOMES

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER OF TWENTY-EIGHT-THOUSAND SEVEN- HUNDRED NINETY-EIGHT DOLLARS AND FIFTY-FOUR CENTS ($28,798.54) TO HDL FOR INVOICES FOR PROFESSIONAL MUNICIPAL TAX AND AUDIT CONSULTING SERVICES RENDERED.

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 1/21/2025 5:30 PM.

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

January 14, 2025

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY CONTROLLER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE THE CITY MANAGER TO AMEND THE AGREEMENT ESTABLISHED WITH PRICE PAIGE & COMPANY LLP, AND TO OPEN AN ADDITIONAL PURCHASE ORDER TO PRICE PAIGE & COMPANY LLP FOR CONTINUED CERTIFIED PUBLIC ACCOUNTANT SERVICES ($34,050).**

SUMMARY

Adoption of the attached Resolution will authorize an amendment to the established agreement, and to open a Purchase Order of Thirty-Four -Thousand Fifty Dollars ($34,050) for the continued Certified Public Accountant (CPA) services of Price Paige & Company LLP.

BACKGROUND

In June 2023, the adopted Resolution #25,857 authorized the City Manager to execute the initial agreement with Price Paige & Company LLP and Badawi & Associates to assist in achieving compliance with the State of California Auditor's audit findings and recommendations for various areas of improvement needed for the City listed in the Auditor's Report (October 2022). The audit findings from the State Controller's Audit Report, along with the City's external auditor (Eadie and Payne LLC), were stated in the Fiscal Year 2019-2020 Single Audit report.

In accordance to the audit report, the City's audits need to be completed on time and all audit findings resolved by December 2024. With the City Controller's Department being understaffed, the City Controller requested the assistance of CPA firms to assist while maintaining operations and catching up on delayed obligations of the Controller's office. Resolution #25,857, approved $424,000 for the combined services of Price Paige & Company ($184,000) and Badawi & Associates ($240,000).

STATEMENT OF THE ISSUE

The vacant staffing conditions of the City Controller's office has been of concern over the past few years. The City Controller's office has been working with the Human Resources Department and the Bargaining Unit representatives of the vacant positions in an effort to fill the vacancies permanently or temporarily. Staff recruitment is still a work in progress,

and as helpful as the temporary staff has been, their time working with the City is quite volatile.

With the vacant staffing conditions, the City has contracted with Certified Public Accountants to assist in resolving the audit findings, as well as help with some of the catch-up work. CPA services have assisted the City in catching up with the FY2020-2021 and FY2021-2022 audits. Currently, FY2022-2023's audit is near completion, and their services will be greatly needed in the audit process for FY2023-2024.

As previously mentioned, CPA firms have assisted with resolving the audit findings and catching up with past audits. As the catch-up work progressed, the actual hours of work that was anticipated by Price Paige and Company LLP was below budget, resulting in approximately $34,0000 in savings retained in the previously established Purchase Order.

Projections of outside CPA services assistance needed to prepare the FY2023-2024 audit is $68,050 (*Please see Attachment A for projected cost breakdown)*. With the need to continue the use of the Certified Public Accountant services for the FY2023-2024 audit, staff is requesting for the approval of an amendment to the established contract agreement, and to open an additional Purchase Order in the amount of Thirty-Four-Thousand Fifty Dollars ($34,050) for the continued services of Price Paige & Company.

FISCAL IMPACT

The total cost for their services is estimated at $68,050. With approximately $34,000 still available from a previously approved Purchase Order, a contract amendment and an additional Purchase Order in the amount of Thirty-Four-Thousand Fifty Dollars ($34,050) is requested from the FY2024-2025 City Controller's Department Budget from the following account:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund Controller's Department Other Professional Services	$34,050

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution to authorize the City Manager to amend the established agreement, and to approve an additional Purchase Order for Price Paige & Company LLP for continued Certified Public Accountant services.

SHARON RAHBAN NAVIZADEH
CITY CONTROLLER

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE THE CITY MANAGER TO AMEND THE AGREEMENT ESTABLISHED WITH PRICE PAIGE & COMPANY LLP, AND TO OPEN AN ADDITIONAL PURCHASE ORDER TO PRICE PAIGE & COMPANY LLP FOR CONTINUED CERTIFIED PUBLIC ACCOUNTANT SERVICES ($34,050).

WHEREAS, noted in the State of California Auditor's audit findings and recommendations for various areas of improvement needed for the City listed in the Auditor's Report (October 2022), the City's audits need to be completed on time and all audit findings resolved by December 2024; and

WHEREAS, the vacant staffing conditions of the City Controller's office has been of concern over the past few years. The City Controller's office has been working with the Human Resources Department and the Bargaining Unit representatives of the vacant positions in an effort to fill the vacancies permanently or temporarily. Staff recruitment is still a work in progress, and as helpful as the temporary staff has been, their time working with the City is quite volatile; and

WHEREAS, with the City Controller's Department being understaffed, the City Controller requested the assistance of Certified Public Accountant (CPA) firms to assist while maintaining operations and catching up on delayed obligations of the Controller's office; and

WHEREAS, in June 2023, Resolution #25,857 authorized the City Manager to execute the initial agreement with Price Paige & Company LLP and Badawi & Associates to assist in achieving compliance with the State of California Auditor's. Resolution #25,857 approved $424,000 for the combined contracted services of Price Paige & Company ($184,000) and Badawi & Associates ($240,000); and

WHEREAS, the services of the CPA firms have assisted the City in catching up with the FY2020-2021, FY2021-2022, and FY2022-2023 audits. Their services will be greatly needed in the audit process for FY2023-2024.

WHEREAS, as the catch-up work progressed, the actual hours of work that was anticipated by Price Paige and Company LLP was below budget, resulting in approximately $34,0000 in savings retained in the previously established Purchase Order; and

WHEREAS, projections of outside CPA services assistance needed to assist in preparation for the FY2023-2024 audit is $68,050; and

WHEREAS, with the need to continue the use of the Certified Public Accountant services for the FY2023-2024 audit, staff is requesting for the approval of an amendment to the established agreement, and to open an additional Purchase Order in the amount of Thirty-Four-Thousand Fifty Dollars ($34,050) for the continued services of Price Paige & Company LLP from the following account:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund Controller's Department Other Professional Services	$34,050

WHEREAS, staff recommends that the City Council adopt the attached Resolution to authorize the City Manager to amend the established agreement, and to approve an additional Purchase Order for Price Paige & Company LLP for continued Certified Public Accountant services; and

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

SECTION 1. That the City Council hereby authorizes the City Manager to execute the amendment to the established agreement for the continued services of Price Paige and Company LLP for Certified Public Accountant services for Thirty-Four Thousand Fifty Dollars ($34,050.00).

SECTION 2. That the City Manager is hereby authorized to issue an additional Purchase Order to Price Paige & Company in the amount of Thirty-Four-Thousand Fifty Dollars ($34,050) for continued Certified Public Accountant service out of the following account:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund Other Professional Services Controller's Department	$34,050

SECTION 3. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, and City Controller.

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

ADOPTED this _____ day of _____, 2025.

_____
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, Satra D. Zurita, 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 _____, 2025.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

Attachment "A"

Project Breakdown	Estimated Hours	FY2024 Fee
General Planning and Administration	**28**	**$5,500.00**
Bank Reconciliations (July 2023 through June 2024)		
Housing Authority (Fund 2820) x 3	67	$12,000.00
Successor Agency (Fund 1201)	22	$4,000.00
Housing Successor (Fund 1205)	22	$4,000.00
Total Bank Reconciliations	**111**	**$20,000.00**
Investment Statement Reconciliation (And Interest Receivable)		
Local Agency Investment Fund (LAIF)	**22**	**$4,000.00**
Accounts/Intergovernmental Receivables		
Search for Subsequent Receipts > $3,000/Journal Entry Reconciliaiton	72	$12,000.00
Tax Apportionments (Sales, Gas, SB1)	15	$2,000.00
Total Accounts/Intergovernmental Receivables	**87**	**$14,000.00**
Land Held for Resale	**19**	**$3,500.00**
Capital Assets Additions Search	**34**	**$6,200.00**
Compensated Absences	**31**	**$5,500.00**
Net Pension Liability (GASB 68)	**22**	**$4,000.00**
Net OPEB Liability (GASB 75)	**11**	**$2,000.00**
Claims Payable	**14**	**$3,350.00**
Total Projected	**380**	**$68,050.00**

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
PRICE PAIGE & COMPANY

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"City"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **PRICE PAIGE & COMPANY.** (hereinafter referred to as **"Consultant"**), located at 570 N. Magnolia Ave., Suite 100, Clovis, California 93611.

RECITALS:

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced Certified Public Accountant consultant firm to assist the City with Bookkeeping and Audit Preparation Services; and

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

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

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

AGREEMENT:

1. SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

It is the mutual understanding of the parties that the Consultant shall perform and be responsible for rendering services regarding bookkeeping and audit preparation services. Professional services shall include, but not be limited to, the Task(s) indicated below:

Task(s) – Bookkeeping and Audit Preparation Services:

- Assistance with Bank Reconciliations
- Assistance with Audit Worksheet preparation
- Assistance with Bookkeeping and accounting research

and any other duties as more fully described in the engagement letter, dated July 5, 2023, submitted by Consultant, which is attached hereto as an exhibit and incorporated herein by reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the Services, Consultant agrees to perform

all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

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

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

Joshua Giosa, CPA, Partner of Consultant, will serve as the **Project Manager** and shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the project is complete, or upon exhaustion of authorized funding, whichever occurs first, unless this Agreement is terminated as provided herein. The parties anticipate that **Consultant's services will be completed by or before August 31, 2024.**

Consultant will generally adhere to the schedule set forth within Consultant's Proposal provided that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

3. Compensation. The method of payment for these services will be billed on a time-and-materials basis, as identified in Consultant's attached/incorporated **Proposal**. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

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

The Consultant is required to comply with all federal, state and local laws and ordinances applicable to the services provided under this Agreement.

As full and complete compensation for performance of all the services performed by the Consultant as described in Section 1 of this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **One-Hundred Eighty-Four-Thousand Dollars ($184,000.00).**

Consultant agrees to provide all professional services at the following hourly rates:

Partner	$300.00
Manager	$250.00
Supervisory Staff	$200.00
Staff	$150.00

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

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of

Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner 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.

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

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

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

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination;

rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

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

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and Professional Liability (i.e. errors and omissions insurance). Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

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

11.2 Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

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

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than $1,000,000 per claim. The coverage shall also provide an extended two (2) year period commencing upon termination or cancellation of this Agreement.

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

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

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

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant

will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

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

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

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

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

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

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

19. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

6/30/23

Joshua Giosa, CPA, Partner **(Date)**

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

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

23. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

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

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

26. Amendments. This Agreement may be modified or amended only be written document executed by both Consultant and City's City Manager and approved as to form by the

City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

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

28. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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

TO CONSULTANT:

Price Paige & Company.
570 Magnolia Avenue, Suite 100
Clovis, CA. 93611
Attn: Joshua Giosa, CPA, Partner
(559) 299-9540

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Sharon Rahban Navizadeh, City Controller
City Controller Department
(310) 605-5678

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

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

Should either party hereto, or any representative, successor or 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.

PRICE PAIGE & COMPANY

Dated: 8/17/23 **By** _____
Joshua Giosa, CPA, Partner

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated:** 8-22-23
Sharon Rahban Navizadeh, City Controller
City Controller Department

Approved by:

Dated: 8/30/23 **By** _____
Jerry Groomes, City Manager

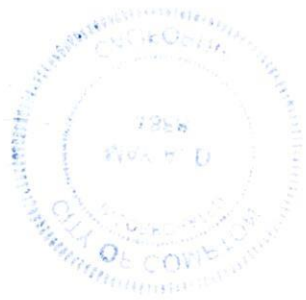
Approved as to form:

By _____ **Dated:** 8/29/23
Eric Perrodin, City Attorney

ATTEST:

Dated: 8/30/23 **By** _____
Vernell McDaniel, City Clerk

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA



PRICE PAIGE & COMPANY
Certified Public Accountants

The Place to Be

July 5, 2023

Ms. Sharon Rahban
Finance Director
City of Compton
205 S. Willowbrook Ave.
Compton, California 90220

Dear Ms. Rahban:

This letter confirms the engagement of Price Paige & Company by the City of Compton (the City) as of and for the following professional consulting services we expect to provide:

1) We will assist the City in the year-end close of its financial records for the years ended June 30, 2022 and 2023, in preparation for the City's external financial statement audits. We will perform reconciliations of balance sheet and income statement balances, as listed on the attached schedule. We will also prepare audit schedules and function as a liaison with the City's external auditor for all related schedules and any additional inquiries, as deemed necessary.

2) We will prepare bank and bond trustee reconciliations for all accounts listed in the attached schedule for the months of July 2021 through June 2023 and work with City personnel to prepare all journal entries necessary to ensure that the City's trial balance reconciles to the June 2022 and June 2023 bank reconciliations.

3) We will assist the City in responding to all inquiries derived from its external auditor's analytical procedures for June 30, 2022 and June 30, 2023 financial statement audits.

All workpapers or other documents used by us during this engagement will be maintained in segregated files, and such originals and all copies will be returned to you upon the completion of our engagement.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to the City, we may communicate by facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the City 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 and document management 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 data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of 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 data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and consent to our use of these

570 N. Magnolia Avenue, Suite 100
Clovis, CA 93611

tel 559.299.9540
fax 559.299.2344

www.ppc.cpa

electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees and Other

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

It is our policy to keep records related to this engagement for a minimum of seven years after the report release date.

Our fees for the above services are $184,000, which are based on the expected hours required to perform the service at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your consulting engagement. Our billing rates are reviewed annually and, where appropriate, adjusted for any increases due to inflation and other factors. We will issue a monthly billing statement for the work completed in that month. Payments for services are due when rendered and interim billings may be submitted as work progresses and expenses are incurred. Our fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the services listed above. Cooperation from your staff includes timely responses to our inquiries and providing all requested documentation on or before the agreed-upon dates. If significant additional time is necessary, we will discuss it with you before we incur additional costs. The fees for these services will be billed at the hourly billing rate for the individual involved, plus out-of-pocket expenses.

If any dispute pertaining to our work product arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

All work will be suspended if your account becomes 90 days past due. No work will be resumed until your account is fully paid. You acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services. Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

If information becomes known that would make our continued involvement in this engagement inappropriate, or parties involved change, we reserve the right to withdraw from this engagement. In addition, we will refuse to perform any requested act that we deem a violation of law, public policy, or our professional ethical standards, and may, as a result, withdraw from the engagement without penalty.

In no event will our firm be liable for incidental or consequential damages resulting from our performance on this engagement, even if we have been advised of the possibility of such damages.

If these terms are in accordance with your understanding and meet with your approval, please return a signed copy via email or regular mail at your earliest convenience. This agreement will become effective when you return the signed copy to us.

If the need for additional services arises, our agreement with you will need to be revised. It is customary for us to describe these revisions in an addendum to this letter.

Sincerely,

Joshua Giosa, CPA
Price Paige & Company

- - - - - - -

RESPONSE:

This letter correctly sets forth the understanding of the **City of Compton, California**.

[signature]	City Controller	8-14-23
Management Signature	*Title*	*Date*

Exhibit A

Item #1 – We will assist the City in the year-end close of its financial records for the year ending June 30, 2022 and 2023, by performing reconciliations of balance sheet and income statement balances for the following audit areas:

1) Investments
2) Inventory
3) Interest Receivable
4) Claims Payable
5) Compensated Absences
6) Deposits Payable
7) Land Held for Resale
8) Transfers In/Out

Item #2 – We will prepare the bank and bond trustee statement reconciliations for all accounts related to the following:

1) Housing Authority Fund
2) Low-Cost Housing Fund
3) Successor Agency Fund
4) Metropolitan Transit Authority
5) Local Agency Investment Fund (LAIF)
6) Trustee accounts for all City's bonds

RESOLUTION NO. 25,857

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENTS WITH AND TO ISSUE PURCHASE ORDERS TO BADAWI AND ASSOCIATES ($240,000) AND WITH PRICE PAIGE AND COMPANY ($184,000) FOR CERTIFIED PUBLIC ACCOUNTANT (C.P.A.) FIRM PROFESSIONAL SERVICES, AND TO AUTHORIZE A BUDGET AMENDMENT TO THE CITY CONTROLLER'S FY2022-2023 DEPARTMENT BUDGET.

WHEREAS, the State of California State Auditor's Department issued an Audit report to the City in October of 2022. This report had findings and recommendations for various areas of improvement needed for the City. A few of the recommendations included in this report were (on page 4 and 6 of the report) stated that (1) the Controller's Department needs to be fully staffed with qualified individuals by July 2023, (2) the City's audits need to be done on time, and (3) the City should resolve all audit findings by December of 2024.

WHEREAS, prior to the State Auditor's Report of October of 2022, there were also audit findings and recommendations to enhance the ability for the City Controller's department to meet its deliverables that were published in the City's Single Audit Report and in the State Controller's Audit Report of 2018. The audit findings from the State Controller's Audit Report which were combined with the City's external auditor (Eadie & Payne LLC)'s audit findings were stated in the Fiscal Year 2019-2020 Single Audit report as follows. They display the urgent need to staff the City Controller's department with sufficient and qualified staffing:

The City has received 8 findings from the State Controller's office and from Eadie and Payne LLP external audit firm during FY2018- FY2020 with finding numbers as follows:

- 2014-074B-Commitment to Competence (SD)
- 2014-064A-Lack of Adequate Staff Performing Critical Functions (MW)
- 2014-085B-Management Philosophy and Operating Style (SD)
- 2014-089B-Organizational Structure (MW)
- 2014-091B-Organizational Structure (MW)
- 2014-116B-Information (SD)
- 2014-072B-Commitment to Competence (SD)
- 2014-073B-Commitment to Competence (SD)

WHEREAS, the City Controller's Department is currently deficient in being fully staff with qualified staff. In order comply with the State Auditor, State Controller, and External Auditor recommendations for increases in qualified staffing in the department, and for catching up on all audits, the City Controller is requesting that an agreement with more than one C.P.A. firm be approved so that operations can be maintained and so that the City Controller's office can catch up on the backlog of account reconciliations, audit preparation work, accounting and bookkeeping work that has been delayed. The catching up would directly affect the City Controller Department's ability to adhere to the audit recommendations to catch up on all delayed audits and to implement all audit findings.

WHEREAS, an agreement with affected Bargaining Unit representatives has already been reached on May 25th, 2023, that all other routine avenues of staffing the department were exhausted and that a CPA firm would be the only avenue at this time to assist the Controller's Department to catch up on its late audits.

WHEREAS, Controller staff has issued an RFP for CPA firms in order to search for the firm or firms that could provide the needed services at the best prices.

WHEREAS, an RFP was issued for C.P.A. firm help by the City Controller's Office a total of 5 times. The first three times the RFP was issued (on May 18, 2022, on June 22, 2022, on July 20, 2022, and on December 7, 2022), the RFP received zero qualified responses. The fourth RFP issued on February 15, 2023 received only two respondents.

With the fifth RFP issuance, three firms responded. the amount of work needed to assist the City Controller's Department to achieve its goals of fulfilling the auditing authority requirements will be a time intensive task. Therefore, agreements with two firms are being requested so that the City can take advantage of a greater number of C.P.A.'s to be able to complete the needed work in-time for the State Auditor's recommended due date. This approach increases the opportunities for the City to achieve its objectives at the soonest possible time-frame.

WHEREAS, two Purchase Orders are being requested, one for each firm with a total-combined not-to-exceed-spending-amount of Four-Hundred Twenty-Four-Thousand Dollars ($424,000.00).

WHEREAS, the cost for these services is Four-Hundred Twenty-Four-Thousand Dollars ($424,000.00), which is made up of two purchase orders, one to Badawi and Associates for Two-Hundred Forty-Thousand Dollars ($240,000.00), and another to Price Paige and Company for One-Hundred-Eighty-Four-Thousand Dollars ($184,000.00) for Certified Public Accountant (C.P.A.) Firm Professional Services. A budget amendment to the FY2022-2023 City Controller's Department Budget is being requested for the following:

Increase in Revenue appropriations:

Account Code	Account Name	Amount
2810-000-000-3565	American Rescue Plan Fund Other Federal Grant Revenue	$224,000.00

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Salaries	$200,000.00

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
2810-650-000-4262	American Rescue Plan Fund Other Professional Services	$224,000.00
1001-650-000-4262	General Fund, Controller's Other Professional Services	$200,000.00
		$424,000.00

WHEREAS, two purchase orders totaling Four-Hundred Twenty-Four-Thousand Dollars ($424,000.00) which is made up of one to Badawi and Associates for Two-Hundred Forty-Thousand Dollars ($240,000.00), and another to Price Paige and Company for One-Hundred-Eighty-Four-Thousand Dollars ($184,000.00) for Certified Public Accountant (C.P.A.) Firm Professional Services are requested to be issued out of the following account:

Account Code	Account Name	Amount
2810-650-000-4262	American Rescue Plan Fund Other Professional Services	$224,000.00
1001-650-000-4262	General Fund, Controller's Other Professional Services	$200,000.00
		$424,000.00

WHEREAS, it is recommended that the City Council adopt the attached Resolution to approve the agreements and to authorize the City Manager to open a purchase order to Badawi and Associates and to Price Paige and Company for Certified Public Accountant (C.P.A.) Firm Professional Services.

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

SECTION 1. That the City Manager is hereby authorized to enter into professional services agreements with Badawi and Associates and with Price Paige and Company for Certified Public Accountant (C.P.A.) Firm Professional Services.

SECTION 2. That the City Council hereby authorizes a term ending August 31st, 2024 for Certified Public Accountant (C.P.A.) Firm Professional Services with Badawi and Associates and with Price Paige and Company at a combined cost of Four-Hundred Twenty-Four-Thousand Dollars ($424,000.00), which is made up of one agreement with Badawi and Associates for Two-Hundred Forty-Thousand Dollars ($240,000.00), and another agreement to Price Paige and Company for One-Hundred-Eighty-Four-Thousand Dollars ($184,000.00).

SECTION 3. That the term of the agreements will begin on June 27th, 2023 and end on August 31, 2024.

SECTION 4. That the City Controller's Department Fiscal Year 2022-2023 Budget is authorized to be amended as follows:

Increase in Revenue appropriations:

Account Code	Account Name	Amount
2810-000-000-3565	American Rescue Plan Fund Other Federal Grant Revenue	$224,000.00

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Salaries	$200,000.00

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
2810-650-000-4262	American Rescue Plan Fund Other Professional Services	$224,000.00
1001-650-000-4262	General Fund, Controller's Other Professional Services	$200,000.00 $424,000.00

SECTION 5. That the amount of Four-Hundred Twenty-Four-Thousand Dollars ($424,000.00) will be available in the Fiscal Year 2022-2023 Budget allocated from the following account numbers:

Account Code	Account Name	Amount
2810-650-000-4262	American Rescue Plan Fund Other Professional Services	$224,000.00
1001-650-000-4262	General Fund, Controller's Other Professional Services	$200,000.00 $424,000.00

SECTION 6. That purchase orders shall be issued to Badawi and Associates for Two-Hundred Forty-Thousand Dollars ($240,000.00), and to Price Paige and Company for One-Hundred-Eighty-Four-Thousand Dollars ($184,000.00) for Certified Public Accountant (C.P.A.) Firm Professional Services from the following account with a combined total of Four-Hundred Twenty-Four-Thousand Dollars ($424,000.00):

Account Code	Account Name	Amount
2810-650-000-4262	American Rescue Plan Fund Other Professional Services	$224,000.00
1001-650-000-4262	General Fund, Controller's Other Professional Services	$200,000.00 $424,000.00

SECTION 7. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, and City Controller.

SECTION 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 27th day of JUNE, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 27th day of JUNE, 2023.

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

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

CITY CLERK OF THE CITY OF COMPTON

PRICPAI-01 SHARRIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC P.O. Box 5479 Fresno, CA 93755-5479	CONTACT NAME: PHONE (A/C, No, Ext): (559) 432-0222 FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Citizens Insurance Company of America — 31534
INSURED Price Paige & Company, Certified Public Accountants, LLP 570 N Magnolia Ave., Ste 100 Clovis, CA 93611	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		OBFH50334802	3/8/2023	3/8/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS			OBFH50334802	3/8/2023	3/8/2024	BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Compton is an Additional Insured per attached endorsement 391-1006 0816 of the General Liability policy.

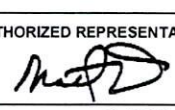
CERTIFICATE HOLDER

City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	$50,000 Aggregate	5
Product Recall Deductible	$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY:**

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

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c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.

(4) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

b. The insurance afforded to such vendor described above:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;

(3) Will not be broader than coverage provided to any other insured; and

(4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.

(10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph **a.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. **Alienated Premises**

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph **(2)** is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. **Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**

a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property**:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Customers goods" means property of your customer on your premises for the purpose of being:
   a. Worked on; or
   b. Used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. **Incidental Malpractice - Employed Nurses, EMT's and Paramedics**

SECTION II - LIABILITY, C. Who Is An Insured, paragraph **2.a.(1)(d)** does not apply to a nurse,

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emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. **Personal Injury - Broad Form**

   a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury",** paragraph **e.** is deleted.

   b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14.** "Personal and advertising injury", paragraph **b.** is replaced by the following:

      b. Malicious prosecution or abuse of process.

   c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions,** Definition **14.** "Personal and advertising injury":

      "Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

      (1) Not done intentionally by or at the direction of:

         (a) The insured;

         (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

      (2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

   d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

      1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

   e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. **Product Recall Expense**

   a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, o. Recall of Products, Work or Impaired Property** is replaced by the following:

      o. Recall of Products, Work or Impaired Property

      Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

      (1) "Your product";

      (2) "Your work"; or

      (3) "Impaired property";

      If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

      However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

      (4) Failure of any products to accomplish their intended purpose;

      (5) Breach of warranties of fitness, quality, durability or performance;

      (6) Loss of customer approval, or any cost incurred to regain customer approval;

      (7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

      (8) Caprice or whim of the insured;

      (9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

      (10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

      (11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

   b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured,** paragraph **3.b.**:

      "Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

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c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**:

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds;

(2) "Covered Recalls" initiated; or

(3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. **Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the $500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

e. For the purpoess of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

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(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

f. This Product Recall Expense Coverage does not apply:

(1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or

(2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

8. Unintentional Failure to Disclose Hazards

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**

Representations

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

9. Unintentional Failure to Notify

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

Summary of Insurance
Coverage as of: 3/8/2023

Named Insured: Price, Paige & Company, Certified Public Accountants, LLP		**DiBuduo & DeFendis Insurance Brokers, LLC License No. 0E02096**	
Issuing Company:	Citizens Insurance Company of America	Policy Term:	3/8/2023 to 3/8/2024
Policy Type:	Commercial Package	Policy #:	OBFH50334802
A.M. Best Rating:	A XV	Premium:	$3,578.00

Property

Named Insured
Price, Paige & Company, Certified Public Accountants, LLP

Replacement Cost Estimator
If we have obtained a replacement cost estimator, you will find it enclosed with this summary. The replacement cost estimator is based on the information you provided. Please let us know if any changes need to be made to this information so that we can provide you with an updated replacement cost estimator and quote.

DiBuduo & DeFendis Insurance Brokers, LLC must rely on you to determine the value of your property for purposes of coverage and policy limits. DiBuduo & DeFendis Insurance Brokers LLC is not an appraiser of property and cannot be responsible for determining values to establish your limits of coverage.

Property Insurance

570 N Magnolia, Suite 100, Clovis, CA 93611, Office

Loc	Bldg	Haz	Subject of Ins.	Amount of Ins.	Co-Ins	Valuation	Cause of Loss	Deductible
1	1	1	Business Personal Property	$ 1,814,400		Replacement Cost	Special (Including theft)	$ 1,000
1	1	2	Tenants I&B (Improvements and Betterments)	$ 1,000,000			Special (Including theft)	$ 1,000
1	1	3	Business Income Actual Loss Sustained				Special (Including theft)	$ 48

Additional Interests

Loc	Bldg	Name
1	1	Lenders Loss Payable: PITNEY BOWES GLOBAL FINANCIAL SERVICES, PO BOX 909 , Shelton, CT 06484 Loan/Reference:

Forms & Endorsements

Name
3911326 Accountants Deluxe Broadening Endorsement

Summary of Insurance
Coverage as of: 3/8/2023

Named Insured: Price, Paige & Company, Certified Public Accountants, LLP		**DiBuduo & DeFendis Insurance Brokers, LLC License No. 0E02096**	
Issuing Company:	Citizens Insurance Company of America	Policy Term:	3/8/2023 to 3/8/2024
Policy Type:	Commercial Package	Policy #:	OBFH50334802
A.M. Best Rating:	A XV	Premium:	$3,578.00

General Liability

Named Insured
Price, Paige & Company, Certified Public Accountants, LLP

Coverage
Coverage Form: Occurrence

Coverage Description	Limits
General Aggregate	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Damage to Rented Premises (Each Occurrence)	$1,000,000
Medical Expense (Any One Person)	$10,000
Employee Benefits – Claims Made Retroactive Date	$1,000,000
Deductibles -	Bodily Injury: Property Damage: Other:

Location

Loc	Bldg	Address	Operations
1	1	570 N Magnolia, Suite 100 , Clovis, CA	

Hazards

Loc	Haz	Classification	Description	Premium Basis	Exposure
1	1	85088	Accounting & Bookkeeping Offices	Area - Per 1,000/Sq Ft	12,300

Additional Coverages

Loc	Description	Deductible	Limit 1	Limit 2
1	Employee Benefits Liability	$1,000	$1,000,000	$1,000,000
1	Data Breach	$1,000	$10,000	$10,000

Summary of Insurance
Coverage as of: 3/8/2023

Forms & Endorsements
Name
3911006 Liability Special Broadening Endorsement

Summary of Insurance
Coverage as of: 3/8/2023

Named Insured: Price, Paige & Company, Certified Public Accountants, LLP		**DiBuduo & DeFendis Insurance Brokers, LLC License No. 0E02096**	
Issuing Company:	Citizens Insurance Company of America	Policy Term:	3/8/2023 to 3/8/2024
Policy Type:	Commercial Package	Policy #:	OBFH50334802
A.M. Best Rating:	A XV	Premium:	$3,578.00

Commercial Auto

Named Insured

Price, Paige & Company, Certified Public Accountants, LLP

Coverages	Covered Auto Symbols	Limits
Liability	8 9	$1,000,000 Each Accident
Medical Payments		Each Person
Uninsured Motorist		Each Accident
Underinsured Motorist		Included in Uninsured Motorist
Towing & Labor		
Comprehensive/Other than Collision Deductible		
Specified Causes of Loss Deductible		
Collision Deductible		
Hired/Borrowed Auto Liability	Y	States:
Non-Owned Auto Liability	Y	States: CA
Hired Auto Physical Damage		States:

COVERED AUTO SYMBOLS		
(1) ANY AUTO	(4) OWNED AUTOS OTHER THAN PRIVATE PASSENGER	(7) AUTOS SPECIFIED ON SCHEDULE
(2) ALL OWNED AUTOS	(5) ALL OWNED AUTOS WHICH REQUIRE NO-FAULT COVERAGE	(8) HIRED AUTOS
(3) OWNED PRIVATE PASSENGER AUTOS	(6) OWNED AUTOS SUBJECT TO COMPULSORY U.M. LAW	(9) NON-OWNED AUTOS

Forms & Endorsements

Form	Description
BP0686	CA - Hired Auto and Non-Owned Auto Liability

Summary of Insurance
Coverage as of: 3/8/2023

Named Insured: Price, Paige & Company, Certified Public Accountants, LLP		**DiBuduo & DeFendis Insurance Brokers, LLC License No. 0E02096**	
Issuing Company:	Citizens Insurance Company of America	Policy Term:	3/8/2023 to 3/8/2024
Policy Type:	Commercial Package	Policy #:	OBFH50334802
A.M. Best Rating:	A XV	Premium:	$3,578.00

Crime (Includes Burglary)

Named Insured
Price, Paige & Company, Certified Public Accountants, LLP

Coverage

Description	Limit	Deductible
Employee Theft	$10,000	$1,000
ERISA		
Aggregate		
ERISA excess amount over blanket limit		
Total asset value		
Total asset value (per plan)		
Employee Theft Governmental Crime		
Forgery or alteration		
Inside the Premises – Theft of money and securities		
Inside the Premises – Robbery or burglary of other property		
Outside the Premises – Money and Securities		
Outside the Premises – Other Property		
Computer Fraud		
Funds Transfer Fraud		
Money Orders and Counterfeit Paper Currency		

Location

Loc	Bldg	Address	City	State	Operations
1	1	570 N Magnolia, Suite 100	Clovis	CA	

THIS CERTIFICATE IS NON TRANSFERABLE
POST IN A CONSPICUOUS PLACE

CITY OF COMPTON BUSINESS LICENSE CERTIFICATE

BUSINESS LICENSE DIVISION ~ 205 S. WILLOWBROOK AVE, COMPTON, CA 90220 ~ (310) 605-5508

The below named license holder has paid a business license fee to engage in, carry on or conduct a business trade, calling, profession, exhibition or occupation coded below until this certificate expires. Granting of this license does not entitle the license holder to operate or maintain a business license in violation of any other law or ordinance. In addition this license is not transferable to any other party, and no refunds will be issued for the license once a certificate has been issued.

LICENSE NO:	BL23-000769	**EXPIRATION DATE:**	07/18/2024
BUSINESS:	Price Paige & Company, CPA's, LLP	**ISSUE DATE:**	07/18/2023
LOCATION:	570 N Magnolia Avenue Suite 100	**OWNERSHIP TYPE:**	Partnership / LLP
OWNER NAME:	Price Paige & Company, CPA's, LLP-Fausto Hinojosa	**CLASSIFICATION:**	5412
MAILING ADDRESS:	570 N Magnolia Avenue Suite 100 Clovis, CA 93611	**DESCRIPTION:**	Accounting Services
RESTRICTIONS:			

Price Paige & Company, CPA's, LLP
570 N Magnolia Avenue Suite 100
Clovis, CA 93611

City Controller's Office
Contract Administration
Ext. 5576

CONTRACT EXECUTION BUCK SLIP

Date: October 1, 2024

To: City Attorney
City Manager
City Clerk

PLEASE RETURN ATTACHED CONTRACTS BY:

CONTRACT INFORMATION:

Contractor/Consultant: Price Paige, & Company

Type of Document: First Amendment to the Professional Services Agreement for Certified Public Accountant Services

Originating Department: City Controller's

Resolution Number: 25,857 Adopted: June 27, 2023

EXECUTION SIGN OFF:

Eric Perodin — CITY ATTORNEY — 10-2-24 — DATE

CITY MANAGER — 2 Oct 24 — DATE

CITY CLERK — 10/3/24 — DATE

Willie Hopkins Jr.
City Manager

Distribution of copies: City Clerk, City Manager, City Attorney, City Controller (if money involved), Originating Dept. and other signing party.

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
PRICE PAIGE & COMPANY

This **FIRST AMENDMENT** to the Professional Service Agreement is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"City"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **PRICE PAIGE & COMPANY.** (hereinafter referred to as **"Consultant"**), located at 570 N. Magnolia Ave., Suite 100, Clovis, California 93611.

RECITALS:

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced Certified Public Accountant firm to assist the City with Bookkeeping, Audit Preparation and Consulting Services; and

WHEREAS, by Resolution # 25,857, adopted on the 27th day of June 2023, the City Council authorized the City Manager to enter into a professional services agreement with Consultant; and

WHEREAS, Services provided by Price Paige & Company were expected to expire by August 31, 2024; and

WHEREAS, an amendment to extend the expiration date to February 28, 2025 is requested; and

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

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

NOW, THEREFORE, Consultant and City**,** for the consideration, terms and conditions herein described, do hereby mutually agree to amend the original Agreement as follows:

AMENDMENTS:

1. The parties agree to amend Section 2 – **Duration of Contract** of the original Agreement to extend the term of the Agreement to provide that the Agreement shall terminate on February 28, 2025, and the continued performance of rendering services regarding the bookkeeping, audit preparation and consulting services, specified within the original Agreement.

2. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Contractor all remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **FIRST AMENDMENT** to the above-identified **PROFESSIONAL SERVICES AGREEMENT**.

PRICE PAIGE & COMPANY

Dated: 9/23/24 **By** _____
Joshua Giosa, CPA, Partner

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated:** 10-1-24
Sharon Rahban Navizadeh, City Controller
City Controller Department

Approved by:

Dated: 10-2-24 **By** _____
Willie A. Hopkins Jr., City Manager

Approved as to form:

By _____ **Dated:** 10-2-24
Eric Perrodin, City Attorney

ATTEST:

Dated: 10/3/24 **By** _____
Vernell McDaniel, City Clerk

CITY OF COMPTON INCORPORATED A. D. 1888 CALIFORNIA

THIS CERTIFICATE IS NON TRANSFERABLE
POST IN A CONSPICIOUS PLACE

CITY OF COMPTON BUSINESS LICENSE CERTIFICATE

BUSINESS LICENSE DIVISION ~ 205 S. WILLOWBROOK AVE, COMPTON, CA 90220 ~ (310) 605-5508

The below named license holder has paid a business license fee to engage in, carry on or conduct a business trade, calling, profession, exhibition or occupation coded below until this certificate expires. Granting of this license does not entitle the license holder to operate or maintain a business license in violation of any other law or ordinance. In addition this license is not transferable to any other party, and no refunds will be issued for the license once a certificate has been issued.

LICENSE NO:	BL23-000769	**EXPIRATION DATE:**	07/18/2025
BUSINESS:	Price Paige & Company, CPA's, LLP	**ISSUE DATE:**	07/09/2024
LOCATION:	570 N Magnolia Avenue Suite 100	**OWNERSHIP TYPE:**	Partnership / LLP
OWNER NAME:	Price Paige & Company, CPA's, LLPFausto Hinojosa	**CLASSIFICATION:**	5412
MAILING ADDRESS:	570 N Magnolia Avenue Suite 100 Clovis, CA 93611	**DESCRIPTION:**	Accounting Services
RESTRICTIONS:			

Price Paige & Company, CPA's, LLP
570 N Magnolia Avenue Suite 100
Clovis, CA 93611

PRICPAI-01 ABUKASIM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC 6873 N. West Ave, Ste 101 Fresno, CA 93711	CONTACT NAME: Susan Harris PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: susan.harris@dibu.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Citizens Insurance Company of America — 31534
INSURED Price Paige & Company, Certified Public Accountants, LLP 570 N Magnolia Ave., Ste 100 Clovis, CA 93611	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		OBFH50334803	3/8/2024	3/8/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			OBFH50334803	3/8/2024	3/8/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Compton is an Additional Insured per attached endorsement 391-1006 0816 of the General Liability policy.

CERTIFICATE HOLDER

City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	$50,000 Aggregate	5
Product Recall Deductible	$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY:**

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

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c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.

(4) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

b. The insurance afforded to such vendor described above:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;

(3) Will not be broader than coverage provided to any other insured; and

(4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

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(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained within the exclusion in subparagraphs **(4)** or **(6)** above; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.

(10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph **a.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. Alienated Premises

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph **(2)** is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property**:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph **(3)**, **(4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Customers goods" means property of your customer on your premises for the purpose of being:
   a. Worked on; or
   b. Used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics

SECTION II - LIABILITY, C. Who Is An Insured, paragraph **2.a.(1)(d)** does not apply to a nurse,

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emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. **Personal Injury - Broad Form**

   a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury",** paragraph **e.** is deleted.

   b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14.** "Personal and advertising injury", paragraph **b.** is replaced by the following:

      b. Malicious prosecution or abuse of process.

   c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions,** Definition **14.** "Personal and advertising injury":

      "Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

      (1) Not done intentionally by or at the direction of:

         (a) The insured;

         (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

      (2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

   d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

      1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

   e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. **Product Recall Expense**

   a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, o. Recall of Products, Work or Impaired Property** is replaced by the following:

      o. Recall of Products, Work or Impaired Property

      Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

      (1) "Your product";

      (2) "Your work"; or

      (3) "Impaired property";

      If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

      However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

      (4) Failure of any products to accomplish their intended purpose;

      (5) Breach of warranties of fitness, quality, durability or performance;

      (6) Loss of customer approval, or any cost incurred to regain customer approval;

      (7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

      (8) Caprice or whim of the insured;

      (9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

      (10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

      (11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

   b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured,** paragraph **3.b.:**

      "Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

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c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**:

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds;

(2) "Covered Recalls" initiated; or

(3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. **Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the $500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

e. For the purpoess of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

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(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

f. This Product Recall Expense Coverage does not apply:

(1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or

(2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

8. Unintentional Failure to Disclose Hazards

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**

Representations

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

9. Unintentional Failure to Notify

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
PRICE PAIGE & COMPANY LLP

This **SECOND AMENDMENT** to the Professional Service Agreement is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"City"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **PRICE PAIGE & COMPANY LLP.** (hereinafter referred to as **"Consultant"**), located at 570 N. Magnolia Ave., Suite 100, Clovis, California 93611.

RECITALS:

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced Certified Public Accountant (CPA) firm to assist the City with Bookkeeping, Audit Preparation and Consulting Services; and

WHEREAS, by Resolution # 25,857, adopted on the 27th day of June 2023, the City Council authorized the City Manager to enter into a professional services agreement with Consultant; and

WHEREAS, Resolution # 25,857 authorized the City Manager to open a Purchase Order in the amount of $184,000 for Certified Public Accountant Services provided the consultant; and

WHEREAS, to assist in the preparation of the City's FY2023-2024 audit, the consultant projects the cost will be $68,050; and

WHEREAS, approximately $34,000 remain available in the previously established Purchase Order, and an amendment is requested to establish an additional Purchase Order in the amount of $34,050 to the consultant for Certified Public Accountant services; and

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

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

NOW, THEREFORE, Consultant and City**,** for the consideration, terms and conditions herein described, do hereby mutually agree to amend the original Agreement as follows:

AMENDMENTS:

1. The parties agree to amend Section 3 – **Compensation** of the original Agreement to adjust the total compensation for an additional $34,050 for the continued performance of rendering services regarding the bookkeeping, audit preparation and consulting services, specified within the original Agreement.

2. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Contractor all remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **FIRST AMENDMENT** to the above-identified **PROFESSIONAL SERVICES AGREEMENT**.

PRICE PAIGE & COMPANY

Dated: _____ **By _____**
Joshua Giosa, CPA, Partner

CITY OF COMPTON
Recommended for Approval:

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

Approved by:

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

Approved as to form:

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

ATTEST:

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

January 14, 2025

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **COMPTON FIRE DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER TO THE CITY OF DOWNEY FOR FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES ($800,000)**

SUMMARY

Adoption of this resolution by the City Council will authorize the City Manager to establish a purchase order in the amount of Eight Hundred Thousand Dollars ($800,000.00) for the City of Downey to provide Fire and Emergency Medical Services dispatching services for the Compton Fire Department during Fiscal Year 2024-2025. The purchase order will provide funds to cover anticipated invoices for Fire and Emergency dispatching services that are generated quarterly for the Fiscal Year 2024-2025.

BACKGROUND

The Compton Fire Department ("Department") has been a member of the Joint Powers Association ("JPA") for a number of years. Through the JPA, each member entity (i.e. the cities of Downey, Santa Fe Springs and Compton) contract to share in the costs of the infrastructural and operational services required to provide emergency communication and dispatch services. On January 17, 2017, the City Council authorized Compton's continued participation in this cooperative by adoption of Resolution No. 24,509, which approved a three (3) year (i.e. July 1, 2016 through June 30, 2019) agreement with the City of Downey, which provides, through its Communication Center, communication and dispatch services for emergency fire and medical response to the member cities. Pursuant to the terms of the agreement the term is automatically renewed for consecutive one (1) terms until terminated by one of the JPA parties by providing six (6) months advance written notice of termination. Agreeing to this provision assures that these vital and lifesaving services are not interrupted or discontinued due to inadvertent failure to timely renew the agreement.

STATEMENT OF ISSUE

911 Fire and Emergency Medical Services dispatching services are required to properly manage and direct responding units to an emergency and while on the scene of an emergency. This service is best delivered to the citizens of Compton through the JPA where all the needed aspects of a communications center are best done through shared processes.

The current year of the agreement began July 1, 2024. In accordance with the terms of the agreement, the City will be billed for its share of the costs quarterly, forty-five (45) days after each of the following intervals: September 31st, December 31st, March 31st and June 30th. Since the fourth (4th) quarter payment is not submitted to the City until 45 days after June 30th, the authorized purchase order should be held at least 60 days past the end of Fiscal Year 2024-2025 to assure that funds are available to pay the invoice.

ALTERNATIVE

The alternative is to find a new dispatching center and purchase the hardware and software that is required for their system. This alternative will cost the City a greater impact on the budget.

FISCAL IMPACT

The cost for services provided is based on a charge of Sixty-Three Dollars ($63.00) per call. Over the last several years, Compton has responded to more than 12,000 – 911 calls per year. Compton's cost for services to be rendered during Fiscal Year 2024-2025 is anticipated to be approximately $800,000.00.

Funds for this expenditure are available in the Fire Department's 2024-2025 Fiscal Year budget in Account No. 1001-690-000-4266.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

RONERICK SIMPSON
FIRE CHIEF

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER TO THE CITY OF DOWNEY FOR FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES ($800,000)

WHEREAS, 911 Fire and Emergency Medical Services dispatching services are required to properly manage and direct responding units to an emergency and while on the scene of an emergency; and

WHEREAS, the Compton Fire Department ("Department") has been a member of the Joint Powers Association ("JPA") for a number of years, which provides each member entity (i.e. the cities of Downey, Santa Fe Springs and Compton) with the ability to share in the costs of the infrastructural and operational services required to provide emergency communication and dispatch services; and

WHEREAS, on January 17, 2017, the City Council authorized Compton's continued participation in this cooperative by adoption of Resolution No. 24,509, which approved a three (3) year (i.e. July 1, 2016 through June 30, 2019) agreement with the City of Downey, which provides, through its Downey Communication Center, communication and dispatch services for emergency fire and medical response to the JPA member cities; and

WHEREAS, pursuant to the terms of the agreement the term is automatically renewed for consecutive one (1) terms until terminated by one of the JPA parties by providing six (6) months advance written notice of termination; and

WHEREAS, the current year of the agreement began July 1, 2024 and in accordance with the terms of the agreement, the City will be billed for its share of the costs quarterly, forty-five (45) days after each of the following intervals: September 31st, December 31st, March 31st and June 30th; however, since the fourth (4th) quarter payment is not submitted to the City until 45 days after June 30th, the authorized purchase order should be held at least 60 days past the end of Fiscal Year 2024-2025 to assure that funds are available to pay the invoice; and

WHEREAS, over the last several years, Compton has responded to more than an approximate 12,000 – 911 calls per year and the cost for services provided is based on a charge of Sixty-Three Dollars ($63.00) per call; thus, staff estimates that the cost for services to be rendered during Fiscal Year 2024-2025 to be approximately $800,000.00; and

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

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

Section 1. That the City Manager is hereby authorized to establish a purchase order in the amount of Eight Hundred Thousand Dollars ($800,000.00), which shall be held at least 60 days past the end of Fiscal Year 2024-2025, for the City of Downey for provision of Fire and Emergency Medical Services communication and dispatching services during the 2024-2025 Fiscal Year.

Section 2. That funds for this expenditure are available in the Fire Department's 2024-2025 Fiscal Year budget in Account No. 1001-690-000-4266.

Section 3. That a certified copy of this Resolution shall be provided to the City Clerk, City Manager, City Attorney, City Controller and the Fire Department.

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

ADOPTED this _____ day of _____, 2025.

_____
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, Satra D. Zurita, City Clerk of the City of Compton, do hereby certify that the forgoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on _____ day of _____, 2025.

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

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

ORIGINAL

AGREEMENT BETWEEN THE CITY OF DOWNEY AND THE CITY OF COMPTON FOR COMMUNICATION AND DISPATCH SERVICES

This Agreement ("Agreement") is made on this 1st, day of March, 2017 ~~2016~~ by and between the CITY OF DOWNEY ("DOWNEY") a California municipal corporation and charter city, and the CITY OF COMPTON ("CITY") , a California municipal corporation and collectively referred to herein as the "Parties".

WHEREAS, DOWNEY, to minimize the effect of fire and disaster and to provide the basis for effective mobilization and dispatch of all available firefighting and emergency medical resources, DOWNEY provides fire communication and dispatch services ("DOWNEY SYSTEM") to CITY;

WHEREAS, CITY desires to contract with DOWNEY to provide communication and dispatch services for emergency fire and medical response pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Parties acknowledge that DOWNEY has substantial operational experience providing communication and dispatch services to local fire agencies and wishes to provide the services as described herein.

NOW, THEREFORE, the Parties agree as follows:

A. RESPONSIBILITIES OF DOWNEY. It shall be the responsibility of DOWNEY to operate the DOWNEY SYSTEM and to do all of the following:

1. Receive 911 and wireless emergency calls;
2. Transfer 911 and wireless emergency calls to other agencies as appropriate;
3. Receive 7-digit emergency and direct connect (ring-down,) calls on numbers/circuits maintained by Downey (if applicable);
4. Provide Teletypewriter Device (TTY) and foreign language translation;
5. Provide Emergency Medical Dispatch pre-arrival and life-saving protocols as established by the Priority Dispatch Corporation;
6. Enter incident information into computer aided dispatch system (CAD), including verified incident address/location, specific location information, informant's location, informant's telephone number, source code for call, basic EMD information, appropriate text and incident type codes;
7. Time stamp receipt of 911 calls, enter information into CAD, dispatch, and track status changes from mobile units. Electronically document all incident and pertinent non-incident information;
8. Review CAD recommended quantity and type of equipment and alert fire stations by electronic transmission;
9. Provide incident information via a hard copy printout (Rip-Run Printer), over mobile data system, over the voice system inside of the fire station, and broadcast vocal dispatch on designated frequency(ies);
10. Provide routine and emergency voice communications;
11. Track and record equipment status, location and availability;

12. Coordinate Area, Regional and specific agency Mutual Aid, Initial Action and Automatic Aid agreements for dispatch purposes only;
13. Formulate, dispatch and track Strike Team responses;
14. Provide CAD database, Records Management System (RMS), storage and standard reports;
15. Provide access to CAD information;
16. Provide access to unit histories;
17. Request and coordinate incident resources;
18. Coordinate station move-ups in accordance with Automatic and Mutual Aid agreements.
19. Provide staff notification by alarm level and/or incident type via wireless device;
20. Coordinate with other city departments and outside agencies as required;
21. Provide recording and retention of radio and telephone transmissions consistent with California law;
22. Provide management and supervision of the Downey Dispatch staff and system in the performance of this Agreement;
23. Provide an Annual Report of operations;
24. Provide access to the ReddiNet hospital status system;
25. Provide one Rip Run Printer at each fire station;
26. Provide privileges to the Area "E" web site;
27. Provide a cost per incident estimate for the following fiscal year to CITY by March 31st of each calendar year, including any Annual Contract Increase, if applicable.

B. RESPONSIBILITIES OF CITY. It shall be the responsibility of CITY to do all of the following:

1. Provide equipment and software which interface with the DOWNEY SYSTEM, (unless otherwise agreed to by all Parties), which include but are not limited to:
   (a) Telephone numbers and routing coordination with features consistent with the DOWNEY SYSTEM (9-1-1 and seven digit lines). Voice radio system comprised of a sufficient number of channels which adequately covers area of operation, using reliable equipment and sites.
   (b) Voice radio system comprised of a sufficient number of channels which adequately covers area of operation, using reliable equipment and sites.
   (c) Dispatching resources in all fire stations which receive and transmit voice and data signals with features consistent with the DOWNEY SYSTEM.
   (d) Reliable voice and data mobile radios and terminals in all fire apparatus, with capabilities and features consistent with the DOWNEY SYSTEM.
   (e) Reliable voice portable radios for all personnel, with the capabilities and features consistent with the DOWNEY SYSTEM.
   (f) Geographic file information suitable for entry into DOWNEY SYSTEM CAD, including street location data, including plot, city maps and other landmark/common place addresses, high value or brush areas, freeway information, and target hazards.
   (g) CITY may install special or extra telephone and/or electronic equipment in addition to the standard equipment required by this Agreement. CITY shall

be responsible for obtaining prior approval from DOWNEY for such installations. CITY shall pay for all installations in their entirety.

2. Provide listing of all apparatus, including radio designations, cross-staffed manned units and special response vehicles.
3. Provide dispatch tables, algorithms, file protocols, dispatch recommendations, and move-ups to formulate dispatch recommendations.
4. Provide Fire Department personnel list including titles, radio call signs, office and home phone numbers, and cellular telephone numbers.
5. Provide a list of key City personnel and telephone directory.
6. Provide a list of receiving hospitals and access method for paramedics.
7. Provide copies of mutual aid, automatic aid, initial action or other inter-agency agreements.
8. Provide initial and ongoing DOWNEY SYSTEM training to all radio users.
9. Provide copies of FCC licenses, if applicable.
10. Comply with DOWNEY SYSTEM Policies.
11. Use DOWNEY SYSTEM incident type codes, priorities and categories.

C. INFORMATION TECHNOLOGY SUPPORT

RESPONSIBILITIES OF DOWNEY. It shall be the responsibility of DOWNEY to do all of the following:

1. Provide technical assistance to CITY with connectivity to the DOWNEY Maintain and secure all critical hardware and software providing services to the DOWNEY SYSTEM. This includes, but is not limited to, regularly scheduled maintenance of routers, switches, servers, and firewalls. CITY will be given prior notice of all scheduled maintenance via email or phone.
2. Provide I.T. assistance by phone, remote assistance, or onsite if needed. All I.T. related service request(s) shall be submitted to: ITSupport@areaefire.org. Urgent or emergency requests can be initiated by calling (562) 904-7266 during regular business hours, M-F 7:30am - 5:30pm. After hours support or emergency I.T requests can be arranged if work cannot be completed during regular business hours.
3. Provide Terminal Services access to FDM software.
4. Provide VPN access from Mobile Data Computer (MDC) to Mobile-CAD and Mobile-RMS.
5. Provide Rip and Run printer network connectivity.
6. Provide network connectivity to Pre-Alert System.

RESPONSIBILITIES OF CITY. It shall be the responsibility of CITY to do all of the following:

1. CITY shall maintain and secure its computer equipment that provides connection to the DOWNEY SYSTEM with industry standard levels of security. This includes but is not limited to: anti-virus software which is maintained and updated regularly, regular updating of security patches and

"hotfixes" to agency computer and operating systems such as: Adobe, Flash, Java, Silverlight, Office suite, Internet browser, and any application used on the device to connect to the DOWNEY SYSTEM. CITY staff shall be responsible for proper operation of all connected computer equipment to the DOWNEY SYSTEM. Equipment and devices shall be checked for errors and Internet connectivity prior to contacting DOWNEY for support. Such equipment includes Mobile Devices, Laptops, Desktop workstations and/or any equipment connecting to the DOWNEY SYSTEM.

2. Approved mobile devices requiring access to the DOWNEY SYSTEM (Mobile Data Computer, laptops, tablets) shall be assigned a static IP address. Failure to comply will result in denial of access to the DOWNEY SYSTEM.

3. Notify DOWNEY of any changes to Mobile device IP address assignments or ISP carrier change(s) prior to implementation. Submit all information to ITSupport@areaefire.org

4. Provide VLAN and IP subnet(s) including topology drawings of your Agencies network(s) in order to meet and comply with the DOWNEY SYSTEMS' security standards and protocols.

5. CITY shall allow the DOWNEY SYSTEM access to the following systems: RipRun printers, Pre-Alert System, Fire Station computer workstations for Terminal Services (FDM) access, network printers and network share folders.

6. Maintain consumable supplies (paper, ink, toners, etc.) and provide regular maintenance of assigned RipRun Printers at each Fire station.

7. Notify DOWNEY regarding any disruption of services or scheduled maintenance of communications equipment or software upgrades.

D. TERM

This Agreement shall become effective on July 1, 2016, or on the date that the dispatching begins, whichever is earlier, ("EFFECTIVE DATE"). The Agreement shall remain operative and effective for three (3) years from the EFFECTIVE DATE, ("INITIAL TERM") or until terminated in accordance with the termination provisions herein, whichever occurs earlier. Unless terminated earlier, after the expiration of the INITIAL TERM, this Agreement shall thereafter be automatically renewed for consecutive one year terms for an indefinite period of time, without further action by the Parties hereto, until or unless terminated in accordance with the termination provisions herein.

E. TERMINATION

1. DOWNEY, acting by majority vote, may terminate this Agreement with CITY by giving written notice of such intent to CITY at least six (6) months prior to the effective date of such termination.

2. CITY may terminate this Agreement by giving written notice of such intent to DOWNEY at least six (6) months prior to the effective date of such termination.

F. COSTS AND BILLING STRUCTURE

1. **Per Incident Charge.** Beginning with the EFFECTIVE DATE and until July 1, 2019, CITY shall be charged on a per incident cost formula. Per Incident Costs for Fiscal Year (FY) 2016-17 is $63.00. Cost per Incident includes all dispatched incidents within the CITY and any mutual and automatic aid responses outside of the DOWNEY SYSTEM.

2. **Annual Contract Increase Calculation**. Each year the Cost per Incident fee may be increased by an amount not to exceed 5%. DOWNEY will include any annual contract increase in its proposed budget for the following fiscal year.

3. **Billing Cycle.** CITY shall be billed by written invoice for the services provided in this Agreement on a quarterly basis no later than forty five (45) days after the end of each fiscal quarter. All invoices shall be payable within thirty (30) days after receipt. The billing schedule is as follows:

4. **Fiscal Year Billing Quarters**

FY 1st Quarter (July 1 – September 31)
- Billed 45 days after end of quarter

FY 2nd Quarter (October 1 – December 31)
- Billed 45 days after end of quarter

FY 3st Quarter (January 1 – March 31)
- Billed 45 days after end of quarter

FY 4st Quarter (April 1 – June 30)
- Billed 45 days after end of quarter

5. **No Cost to DOWNEY.** Nothing in this Agreement shall be construed to require DOWNEY to incur any non-reimbursable cost and/or expense for the purpose of implementing this Agreement, or any of its provisions, or to require the DOWNEY SYSTEM to modify, alter, add to, remove or transform any of its existing equipment, system or facilities to implement any of the provisions of this Agreement. It is the intent of this Agreement, and the Parties acknowledge and agree, that any such changes, modifications or alterations shall be at the sole cost of CITY.

6. **Annual Budget Projection.** By March 31st of each calendar year, DOWNEY will provide CITY with a cost per incident estimate for the following fiscal year to CITY, including the Annual Contract Increase, if applicable.

G. INDEMNITY

1. **Assumption of Risk.** Each Party to this Agreement assumes full and sole responsibility for all risks of injury and damages, including damage to all operating equipment, arising from its own operation and use of, and its own

repairs and maintenance performed on the equipment and each shall be solely responsible for all claims, liability, loss, suits, damages, costs, and expenses (including attorneys, fees and costs of litigation) and personal injuries (including death at any time) resulting directly or indirectly from, or arising out of, its own operation and use of, and its own repairs and maintenance performed on the equipment and accessories. Each Party shall bear the full legal and financial responsibility for its own conduct, actions and omissions carried out in the performance of that Party's obligations and responsibilities under this Agreement.

2. Worker's Compensation. Worker's Compensation claims shall be paid by the employer of any injured worker, and subrogation rights against all Parties are expressly waived.

3. Liability for Mutual/Automatic Aid. Notwithstanding any other provisions of this Agreement and with respect to Section A.12, above, CITY shall indemnify, defend and hold harmless DOWNEY, and its officers, officials, employees, volunteers and any other public service provider, from and against any claims, damages, losses, expenses or liability, including death, injury or property damage, and including the costs of defense, arising out of the making of any calls, initiating any contract, or other actions or omissions relating to Area, Regional and/or specific agency mutual aid and/or automatic aid whenever such aid is contacted or otherwise summoned to respond from outside of the jurisdiction of CITY. The Parties acknowledge and agree that whenever such mutual aid and/or automatic aid is contacted or otherwise summoned by DOWNEY, such contact is made as a courtesy in order to facilitate the implementation of such mutual aid and/or automatic aid and is not intended to create any liability on the part of DOWNEY or any public service provider which provides such mutual air or automatic aid.

H. INSURANCE.

a. CITY's Insurance.

(1) Minimum Scope of Coverage.

CITY shall procure and maintain for the duration of the Agreement insurance or comparable coverage through a Joint Powers Authority (JPA) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement and the results of that work by CITY, its officials, officers, employees, agents and volunteers.

Coverage shall be at least as broad as:

- **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$5,000,000** per occurrence.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$5,000,000** per accident for bodily injury and property damage.

- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
- **Professional Liability (Errors and Omissions):** Insurance appropriates to the Contractor's profession, with limit no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate.

If CITY maintains broader coverage and/or higher limits than the minimums shown above, DOWNEY shall be entitled to the broader coverage and/or higher limits maintained by CITY.

(2) Other Insurance Provisions.

The coverages provided are to contain, or be endorsed to contain, the following provisions:

i. ***Additional Insured/ Additional Covered Party Status***

DOWNEY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds/covered parties on the CGL policy or Liability Memorandum of Coverage with respect to liability arising out of work or operations performed in accordance with this Agreement, including materials, parts or equipment furnished in connection with such work or operations. This coverage can be provided in the form of an endorsement to the CITY coverage (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms, if later revisions used).

ii. ***Primary Coverage***

For any claims related to this Agreement, CITY's coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects to DOWNEY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by DOWNEY, its officers, officials, employees, agents or volunteers shall be excess of CITY's coverage and shall not contribute with it.

(3) Notice of Cancellation

Coverage shall not be canceled, except with notice to DOWNEY.

(4) Waiver of Subrogation

CITY hereby grants to DOWNEY a waiver of any right to subrogation which any insurer or JPA providing liability coverage to DOWNEY which said CITY may acquire against DOWNEY by virtue of the payment of any loss under such insurance or liability coverage. CITY agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DOWNEY has received a waiver of subrogation endorsement from CITY or the insurer/ coverage provider.

(5) Self-Insured Retentions

Self-insured retentions must be declared.

(6) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to DOWNEY. Coverage placed through a JPA must be with a JPA that has been accredited with excellence by the California Association of Joint Powers Authorities (CAJPA) or equivalent.

(7) Verification of Coverage

CITY shall furnish DOWNEY with original certificates and amendatory endorsements or copies of the applicable coverage language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by DOWNEY before performance of this Agreement commences. However, failure to obtain the required documents prior to the work beginning shall not waive CITY's obligation to provide them. DOWNEY reserves the right to require complete, certified copies of all required insurance policies, or JPA coverage memoranda including endorsements required by these specifications, at any time.

(8) Special Risks or Circumstances

DOWNEY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, coverage, or other special circumstances.

b. DOWNEY's Insurance.

(1) Minimum Scope of Coverage.

DOWNEY shall procure and maintain for the duration of the Agreement insurance or comparable coverage through a Joint Powers Authority (JPA) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement and the results of that work by DOWNEY, its officials, officers, employees, agents and volunteers.

Coverage shall be at least as broad as:

- **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$5,000,000** per occurrence.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$5,000,000** per accident for bodily injury and property damage.
- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
- **Professional Liability (Errors and Omissions):** Insurance appropriates to the Contractor's profession, with limit no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate.

If DOWNEY maintains broader coverage and/or higher limits than the minimums shown above, CITY shall be entitled to the broader coverage and/or higher limits maintained by DOWNEY.

(2) Other Insurance Provisions.

The coverages provided are to contain, or be endorsed to contain, the following provisions:

i. ***Additional Insured/ Additional Covered Party Status***

CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds/covered parties on the CGL policy or Liability Memorandum of Coverage with respect to liability arising out of work or operations performed in accordance with this Agreement, including

materials, parts or equipment furnished in connection with such work or operations. This coverage can be provided in the form of an endorsement to the DOWNEY coverage (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms, if later revisions used).

ii. ***Primary Coverage***

For any claims related to this Agreement, DOWNEY's coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects to CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or volunteers shall be excess of DOWNEY's coverage and shall not contribute with it.

(3) Notice of Cancellation

Coverage shall not be canceled, except with notice to CITY.

(4) Waiver of Subrogation

DOWNEY hereby grants to CITY a waiver of any right to subrogation which any insurer or JPA providing liability coverage to DOWNEY which said DOWNEY may acquire against CITY by virtue of the payment of any loss under such insurance or liability coverage. DOWNEY agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from DOWNEY or the insurer/ coverage provider.

(5) Self-Insured Retentions

Self-insured retentions must be declared.

(6) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CITY. Coverage placed through a JPA must be with a JPA that has been accredited with excellence by the California Association of Joint Powers Authorities (CAJPA) or equivalent.

(7) Verification of Coverage

DOWNEY shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable coverage language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before performance of this Agreement commences. However, failure to obtain the required documents prior to the work beginning shall not waive DOWNEY's obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, or JPA coverage memoranda including endorsements required by these specifications, at any time.

(8) Special Risks or Circumstances

CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, coverage, or other special circumstances.

I. EQUIPMENT

1. Purchase and Maintenance of Equipment. CITY shall purchase, install, test and maintain the following equipment and hardware: Fire Alerting System; Mobile Data Computers (MDC), Mobile Radios, Portable Radios, Personnel Alerting, and any

other Downey approved systems. In addition to the equipment, CITY shall be solely responsible for the cost of any additional or related equipment or hardware needed to implement this Agreement. This includes, but is not limited to, installation, testing, light/audio relays, shipping, insurance, taxes, antennas, coax, public address systems, speakers, power supplies or any other Downey approved equipment.

2. Radio Backbone Ownership. Title and ownership of the radio backbone including, but not limited to, base stations, repeaters, microwave and related equipment shall belong to DOWNEY.

J. GENERAL PROVISIONS

1. Entire Agreement. This Agreement supersedes any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments.

2. Interpretation. This Agreement is the product of negotiation and compromise on each Party's part. Every provision in this Agreement shall be interpreted as though the Parties equally participated in its drafting. Therefore, notwithstanding the provisions in California *Civil Code* Section 1654 to the contrary, if this Agreement's language is uncertain, the Agreement shall not be construed against the Party causing the uncertainty to exist.

3. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of California.

4. Severability. Should any part, term or provision of this Agreement or any document required herein to bet executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

5. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which he/she/it may be entitled. "Prevailing party" means a party who dismisses the action or proceeding in exchange for payment of a sum(s) allegedly due; performance of the term(s) or covenant(s) allegedly breached or violated; or consideration substantially equal to the relief sought in the action.

6. Waiver of Breach. The waiver of either Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision.

7. **Assignment.** Nothing under this Agreement shall be construed to give any rights or benefits to any party other than DOWNEY and CITY. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of DOWNEY and CITY, and not for the benefit of any other party. CITY shall not assign any right or interest in this Agreement, and shall not delegate any duty owed, without DOWNEY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material beach upon which DOWNEY may immediately terminate or suspend this Agreement. In the event DOWNEY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform and be bound by this Agreement's covenants, conditions, obligations and provisions.

8. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties.

9. **Time is of the Essence.** Whenever a task is to be performed by CITY herein, the same shall be performed consistent with any time constraints set forth hereunder, including exhibits, time being considered of essence of this Agreement. Unless otherwise specified in this Agreement, all references to "days" refer to calendar days.

10. **Force Majeure.** None of the Parties shall be considered in default in the performance of their obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such Party which include but are not limited to acts of God, labor disputes or civil unrest. Any delays beyond the control of the Parties shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

11. **Notices.** Notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a Party at the facsimile number set forth below or to such other or further facsimile number provided in the notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should any of the Parties have a change of address, they shall immediately notify the other Parties in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests shall be given to the following addresses:

City of Downey:
11111 Brookshire Avenue
Downey, CA 90241
ATTN: Fire Chief
(562) 299-5400

City of Compton:
201 S. Acacia
Compton, CA, 90221
ATTN: Chief Bryan Batiste
(310)605-6500

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the Parties shall sign a sufficient number of counterparts, so that each Party will receive a fully executed original of this Agreement.

13. **Prior Agreements**. This Agreement supersedes all prior agreements between DOWNEY AND CITY for Dispatch Services.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year opposite each of their respective signatures.

CITY OF DOWNEY

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF COMPTON

2/9/17
City Manager

ATTEST:

2-9-17
City Clerk

APPROVED AS TO FORM:

1/31/17
City Attorney

January 14, 2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING PAYMENT OF ANNUAL FEES TO THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR CONTINUED ADMINISTRATION OF THE CITY'S WORKERS' COMPENSATION SELF-INSURANCE PROGRAM ($33,011.97).

SUMMARY

The City Council will consider adopting a resolution authorizing the City Manager to issue payment of the annual fees for Fiscal Year 2024-2025 in the amount of Thirty-Three Thousand Eleven Dollars and Ninety-Seven Cents ($33,011.97) to the State of California Department of Industrial Relations for continued administration of the City's Workers' Compensation Self-Insurance Program.

BACKGROUND

The City of Compton is self-insured/self-administered for provision of workers' compensation benefits to City employees who are injured on the job.

STATEMENT OF ISSUE

As an employer that is permissibly self-insured for workers' compensation liabilities in California, the City is required to pay certain assessments, consisting of the following: Workers' Compensation Administration Revolving Fund Assessment, Uninsured Employers Benefits Trust Fund Assessment, Subsequent Injuries Benefits Trust Fund Assessment, Occupational Safety and Health Fund Assessment, Workers' Compensation Fraud Account Assessment and Labor Enforcement and Compliance Fund. These fees are required by the State to legally administer a workers' compensation self-insured/administered program at the City.

FINANCIAL IMPACT

The fee assessment invoice was E-mailed to the City on December 4, 2024 and must be paid by January 2, 2025 to avoid a ten percent (10%) penalty.

The City's fees for Fiscal Year 2024-2025 (i.e. July 1, 2024 through June 30, 2025) have been assessed at $33,011.97 based on the State 2023/2024 Annual Report as submitted by the Risk Management Division of the City Manager's Office.

That the funds for this expenditure in the amount of Thirty-Three Thousand Eleven Dollars and Ninety-Seven Cents ($33,011.97) are available in the City Manager Office Fiscal Year 2024-2025 Budget in Account No. 6300-510-000-4265.

RECOMMENDATION

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

DESMOND FLETCHER
RISK MANAGER

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING PAYMENT OF ANNUAL FEES TO THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR CONTINUED ADMINISTRATION OF THE CITY'S WORKERS' COMPENSATION SELF-INSURANCE PROGRAM ($33,011.97).

WHEREAS, the City of Compton is self-insured and administered for provision of workers' compensation benefits to City employees who are injured on the job; and

WHEREAS, as an employer that is permissibly self-insured for workers' compensation liabilities in California, the City is required to pay certain assessments, consisting of the following: Workers' Compensation Administration Revolving Fund Assessment, Uninsured Employers Benefits Trust Fund Assessment, Subsequent Injuries Benefits Trust Fund Assessment, Occupational Safety and Health Fund Assessment, Workers' Compensation Fraud Account Assessment and Labor Enforcement and Compliance Fund; and

WHEREAS, the City' fee assessment for Fiscal Year 2024-2025 have been assessed at $33,011.97 and is now due to the State of California Department of Industrial Relations for continued administration of the City's Workers' Compensation Self-Insurance Program and must be remitted in order to avoid assessment of a ten percent (10%) penalty; and

WHEREAS, funds for this payment have been allocated in the 2024-2025 budget of the City Manager's office.

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 purchase order in the amount of Thirty-Three Thousand Eleven Dollars and Ninety-Seven Cents ($33,011.97) Account No. 6300-510-000-4265 for the annual assessment fees for Fiscal Year 2024-2025 to the State of California Department of Industrial Relations for continued administration of the City's Workers' Compensation Self-Insurance Program.

Section 2. That the funds for this expenditure in the amount of Thirty-Three Thousand Eleven Dollars and Ninety-Seven Cents ($33,011.97) are available in the City Manager Office Fiscal Year 2024-2025 Budget in Account No. 6300-510-000-4265.

Section 3. That a certified copy of this Resolution will be filed in the offices of the City Manager, City Attorney, City Controller and the City Clerk.

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

ADOPTED this _____ day of _____, 2025.

_____

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, Satra D. Zurita, 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 _____, 2025.

That said Resolution was adopted by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAINS: COUNCIL MEMBERS –

_____
CITY CLERK OF THE CITY OF COMPTON

Department of Industrial Relations
Office of Self-Insurance Plans
1750 Howe Avenue, Suite 215
Sacramento,CA 95825
(916) 464-7000
Fax: (916) 464-7007

INVOICE

Invoice Number: OSIP 72332
Certificate No.: 7153
Invoice Date: December 3, 2024
Due Date: January 2, 2025
OSIP Federal Tax ID.: 94-3160882

Customer Information:

Billing Address:		**Send Payment To:**	
Company:	CITY OF COMPTON	Company:	Department Of Industrial Relations
Name:	DESMOND FLETCHER	Name:	Office of Self Insurance Plans
Address:	205 S. WILLOWBROOK AVE	Address:	1750 Howe Avenue, Suite 215
City/State/Zip	COMPTON, CA 90220	City/State/Zip	Sacramento,CA 95825

For : City of Compton

Terms: Due and payable within 30 days

Factor	Assessment for fiscal year July 1, 2024 through June 30, 2025 using 2023 / 2024 Public Annual Report	Paid Indemnity (Line4 minus Line11 on the annual report)	Assessment Due
0.018754	Workers' Compensation Administration Revolving Fund Assessment (WCARF)	$ 389,274	$ 7,300.44
0.001085	Uninsured Employers Benefits Trust Fund Assessment (UEBTF)	$ 389,274	$ 422.36
0.057041	Subsequent Injuries Benefits Trust Fund Assessment (SIBTF)	$ 389,274	$ 22,204.57
0.001177	Occupational Safety and Health Fund Assessment (OSHF)	$ 389,274	$ 458.17
0.006624	Workers's Compensation Fraud Account Assessment (FRAUD)	$ 389,274	$ 2,578.55
0.000123	Labor Enforcement and Compliance Fund (LECF)	$ 389,274	$ 47.88
	License Fee Assessment:		
	Base Fee (determined by total number of employees)		$ 0.00
	Additional Location Fee (No. of Locations)		$ 0.00
	Per Capita Employee Charge (# of ee's * 0)	License Fee Assessment Subtotal:	$ 0.00
		Invoice Totals:	**$ 33,011.97**
		Amount Paid:	**$ 0.00**
		Balance Due:	**$ 33,011.97**

Notes:

The letter establishing the assessment factors and methodology used for calculation are available on the OSIP website at http://sip.dir.ca.go You can also make an electronic funds transfer(EFT)payment online at http://www.dir.ca.gov/osip It is very important to enter the correct invoice number when making an online payment.

January 14, 2025

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **MUNICIPAL WATER DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) FOR THE PAYMENT OF WATER SYSTEM ANNUAL FEES IN THE AMOUNT OF FIFTY-THREE THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS AND FORTY CENTS ($53,975.40) FOR FISCAL YEAR 2024-2025.**

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a purchase order to the State Water Resources Control Board (SWRCB) for payment of the water system annual fees in the amount of Fifty-Three Thousand Nine Hundred Seventy-Five Dollars and Forty Cents ($53,975.40) for fiscal year 2024-2025 (7/1/2024 – 6/30/2025).

BACKGROUND

The State Water Resources Control Board (SWRCB) and nine Regional Water Quality Control Boards (RWQCB) collectively known as the California Water Boards, are dedicated to a single vision; abundant clean water for human use and environmental protection to sustain California's future.

Under the federal Clean Water Act (CWA) and the State's pioneering Porter-Cologne Water Quality Control Act, the State and Regional Water Boards have regulatory responsibility for protecting the water quality of nearly 1.6 million acres of lakes, 1.3 million bays and estuaries, 211,00 miles of rivers and streams, and about 1,100 miles of exquisite California coastline.

The State Water Resources Control Board's mission is to preserve, enhance and restore the quality of California's water resources and drinking water for the protection of the environment, public health, proper water resource allocation and efficiencies for the benefit of present and future generations.

To uphold this mission, the State Water Resources Control Board (SWRCB) has established a series of regulations addressing drinking water issues, and has imposed an annual fee to public water systems. The fees ensure that the SWRCB has adequate funding to implement the California Drinking Water Program.

The SWRCB is promulgating the regulations pursuant to its authority under the Safe Drinking Water Act, which applies to all entities who supply water for human consumption, and meet the law's definition of a "public water system".

STATEMENT OF THE ISSUE

A public water system is defined as a system that provides water for human consumption to 15 or more connections or regularly serves 25 or more people daily for at least 60 days out of a year.

The Compton Municipal Water Department represents a public water system and is legally distinct as a Community Water System that has over 14,000 connections and provides safe drinking water to its customers.

The Compton Municipal Water Department, as a public water system, is obligated to pay the annual water system fees to the State Water Resources Control Board, as prescribed in the Drinking Water Fee Regulations (Section 64300).

For fiscal year 2024-2025 the annual water system fees are Fifty-Three Thousand Nine Hundred Seventy-Five Dollars and Forty Cents.

FISCAL IMPACT

Funds in the amount of Fifty-Three Thousand Nine Hundred Seventy-Five Dollars and Forty Cents ($53,975.40) are available in the Compton Municipal Water Department's Fiscal Year 2024-2025 Budget in Account No. 5000-90-0000-4262.

RECOMMENDATION

Staff recommends that Council adopt this resolution.

JOSE GARFIAS, INTERIM GENERAL MANAGER
GENERAL MANAGER
MUNICIPAL WATER DEPARTMENT

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS
CITY MANGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) FOR THE PAYMENT OF WATER SYSTEM ANNUAL FEES IN THE AMOUNT OF FIFTY-THREE THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS AND FORTY CENTS ($53,975.40) FOR FISCAL YEAR 2024-2025.

WHEREAS, the State Water Resources Control Board (SWRCB) and nine Regional Water Quality Control Boards (RWQCB) collectively known as the California Water Boards are dedicated to a single vision: abundant clean water for human use and environmental protection to sustain California's future; and

WHEREAS, the State Water Resources Control Board's (SWRCB) mission is to preserve, enhance and restore the quality of California's water resources and drinking water for the protection of the environment, public health, proper water resource allocation and efficiencies for the benefit of present and future generations; and

WHEREAS to uphold this mission, the SWRCB has established a series of regulations addressing drinking water issues, and has imposed an annual fee to public water systems; and

WHEREAS, a public water system is defined as a system that provides water for human consumption to 15 or more connections or regularly serves 25 or more people daily for at least 60 days out of a year; and

WHEREAS, the Compton Municipal Water Department is a public water system and is legally distinct as a Community Water System that has over 14,000 connections and provides safe drinking water to its customers; and

WHEREAS, the Compton Municipal Water Department, as a public water system, is obligated to pay the annual water system fee to the State Water Resources Control Board, as prescribed in the Drinking Water Fee Regulations, Section 64300; and

WHEREAS, funds for this expenditure are available in the Compton Municipal Water Department's Fiscal Year 2024-2025 Budget in Account No. 5000-90-0000-4262 in the amount of Fifty-Three Thousand Nine Hundred Seventy-Five Dollars and Forty Cents ($53,975.40).

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

Section 1. That the City Manager is hereby authorized to issue a purchase order to the State Water Resources Control Board for water system annual fees in the amount of Fifty-Three Thousand Nine Hundred and Seventy-Five Dollars and Forty Cents.

Section 2. That funds in the amount of Fifty-Three Thousand Nine Hundred Seventy-Five Dollars and Forty Cents ($53,975.40) are available in the Municipal Water Department's Fiscal Year 2024-2025 Budget in Account No.5000-90-0000-4262.

Section 3. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Municipal Water Department.

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

ADOPTED this _____ day of _____, 2025.

_____
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, Satra D. Zurita, 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 _____, 2025.

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

CALIFORNIA
Water Boards
STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARDS

AVILA, SASHA
COMPTON-CITY, WATER DEPT.
205 S Willowbrook Avenue
COMPTON, CA 90220

Date: 12/20/2024
System Type: Community Water System
System No.: 1910026
Invoice No.: LW-1048731

Water System Annual Fees Invoice
Billing Period 07/01/2024 - 06/30/2025

Payment must be received within 90 days from the date of this invoice, or a 10% penalty will be assessed pursuant to section 116565 of the Health & Safety Code.

LINE ITEMS	Connections	FEES
CONNECTIONS 0 - 100 Disadvantaged Community ($339 Flat Fee)	100	$339.00
CONNECTIONS 101 - 15,000 Disadvantaged Community ($3.76 per connection)	14,265	$53,636.40
CONNECTIONS 15,001+ Disadvantaged Community ($2.56 per connection)	---	$0.00

(AMOUNT IF PAID BY 03/20/2025): **$53,975.40**

OR

LATE AMOUNT (including 5397.54 penalty if postmarked AFTER 03/20/2025): **$59,372.94** (if applicable)

You may submit payment via check, money order, credit card, or EFT. Payment information is available on our website at https://www.waterboards.ca.gov/make_a_payment/

FY 2024/25 (07/01/2024 - 06/30/2025)

SYSTEM TYPE: **Community Water System**
INVOICE NUMBER: **LW-1048731**
SYSTEM NUMBER: **1910026**
(Please print the above numbers on check or money order)

AMOUNT IF PAID BY 03/20/2025: **$53,975.40**
LATE AMOUNT DUE: (if postmarked AFTER 03/20/2025): **$59,372.94**
DISTRICT: **22**

PLEASE REMIT PAYMENT TO:

SWRCB Accounting Office
ATTN: Drinking Water Program Fees
P.O. Box 1888
Sacramento, CA 95812-1888

Invoicing Date: December 20, 2024

AVILA, SASHA
COMPTON-CITY, WATER DEPT.
205 S Willowbrook Avenue
COMPTON, CA 90220

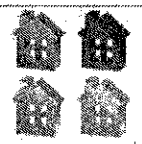
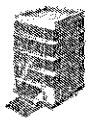
For Regulatory or Water System inquiries, change of address, phone, or e-mail, please contact:
DWPDist22@waterboards.ca.gov or call 818-551-2004
For payment questions, please contact DAS-DrinkingWaterFees@waterboards.ca.gov or call (916) 341-5082

What is a Public Water System?

A public water system is defined as a system that provides water for human consumption[1] to 15 or more connections or regularly serves 25 or more people daily for at least 60 days out of the year.

What types of Public Water Systems are there?

Many people think of public water systems as large city or regional water suppliers, but they also include small housing communities, businesses and even schools and restaurants that provide water. A public water system is not necessarily a public entity, and most public water systems are privately owned. There are three legal distinctions between the types of public water systems: community, non-transient non-community, and transient. The type of water system is based on how often people consume the water. Drinking water regulations impose the most stringent monitoring requirements on community and non-transient non- community water systems because the people they serve obtain all or much of their water from that system each day.

	**Community Water Systems** are city, county, regulated utilities, regional water systems and even small water companies and districts where people live.
	**Non-community non-transient water systems** are places like schools and businesses that provide their own water. The same people have a regular opportunity to consume the water, but they do not reside there.
	**Transient water systems** include entities like rural gas stations, restaurants and State and National parks that provide their own potable water source. Most people that consume the water neither reside nor regularly spend time there.

What does it take to be a public water system?

Being a public water system means providing affordable, safe drinking water to your customers 24 hours a day, 7 days a week, 365 day a year. This includes the associated legal, fiscal, and operational responsibilities, and future planning. Public water systems typically are run more efficiently when costs can be spread out over a large group of people to obtain good economies of scale. Small public water systems without a very high level of managerial, technical and financial capacity tend to be unsustainable.

Public water systems are required to have domestic water supply permits. The first step of the process to obtain a permit for a new public water system is to complete a preliminary technical report. The report involves contacting other existing public water systems to see if the service area of the proposed system could, instead, be served by an existing system. It also evaluates the long-term costs of creating a new public water system. **The preliminary technical report must be submitted at least 6-months prior to any water related construction.** A copy of the preliminary technical report template and the subsequent permit application materials can be obtained by contacting the State Water Resources Control Board, Division of Drinking Water's District Office. A map with District Offices can be found at the following website:

http://www.waterboards.ca.gov/drinking_water/programs/documents/ddwem/DDWdistrictofficesmap.pdf

[1] Human consumption means the use of water for drinking, bathing or showering, hand washing, oral hygiene, or cooking, including but not limited to, preparing food and washing dishes per Section §116275(e) of the Health and Safety Code.

January 14, 2025

TO: **MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER**

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-10 OF THE COMPTON MUNICIPAL CODE AND CREATING AN "OLYMPICS/TOURISM COMMITTEE"**

SUMMARY

The City Council will consider adopting an Ordinance that will amend Section 2-10 of the Compton Municipal Code and create an "Olympics/Tourism 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 Olympics and other special tourist events.

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 "Olympics/Tourism 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 and other special tourist events 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 "Olympics/Tourism Committee" appointees.

RECOMMENDATION

It is recommended that the Council adopt the Ordinance establishing "Olympics/Tourism 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 AN OLYMPICS/TOURISM 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 Olympic Games and other special tourist events; and

WHEREAS, the goal of drawing visitors to the City during these historical special events 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 "Olympics/Tourist 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 an Olympics/Tourism Committee, which shall consist of five (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 Olympics/Tourism 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 Olympics/Tourist 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 Olympics/Tourism Committee, any three (3) members of the Olympics/Tourism 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 and other special tourist events.

ADOPTED this _____ day of _____, 2025.

_____
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, Satra D. Zurita, 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 _____, 2025.

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

January 14, 2025

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 ENTER INTO A FIRST AMENDMENT OF THE CONSTRUCTION SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR MDJ MANAGEMENT, LLC. FOR THE SITE RECONSTRUCTION AND UPGRADED SECURITY FEATURES PROJECT AT 404 NORTH ALAMEDA ST. IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED SIXTEEN THOUSAND FOUR HUNDRED TWENTY-EIGHT DOLLARS AND TWENTY CENTS ($416,428.20)**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a first amendment of the construction services agreement with and establish a purchase order in the amount not to exceed Four Hundred Sixteen Thousand Four Hundred Twenty-Eight Dollars and Twenty Cents ($416,428.20) for MDJ Management, LLC. for the site reconstruction, security upgrade project and supplement work at 404 North Alameda St.

BACKGROUND

The City of Compton owns property located at 404 North Alameda Street which is currently occupied by the Community Improvement Services Department (“CISD”). The CISD is comprised of Code Enforcement, Parking Enforcement, and Security Services Divisions. These divisions utilize city-vehicles during the course of their duties which are stored at this location.

This property required reconstruction of the existing perimeter wall, demolition of an unused building, improved lighting and security features, as well as reconstruction of the parking lot. These features will mitigate the risk of theft of new and existing City vehicles and property.

On January 19, 2023, City of Compton staff and MDJ Management, LLC, a state-licensed building contractor inspected and evaluated the facility and recommended repairs. After reviewing the condition of the perimeter wall and the multiple deficiencies that were noted, staff agreed that any temporary repairs to the wall would be inefficient.

On June 20, 2023, pursuant to Resolution No. 25, 849, City Council authorized the City Manager to enter into a Construction Services Agreement with MDJ Management, LLC (MDJ) to provide services in accordance with their specified plans to rehabilitate, reconstruct and install security upgrades at the 404 North Alameda site. MDJ Management, LLC has provided a proposal for the rehabilitation of the entire perimeter

security wall, demolition of a 2,300 square foot dormant building, lighting improvements, installation of new security cameras and removal of existing asphalt and re-pavement of the facility parking lot.

City Council authorized a purchase order to be issued for the aforementioned construction services in the amount of One Million Eight Hundred Twenty-one Thousand Two-hundred and Thirty-three Dollars ($1,821,233).

On April 22, 2024, construction commenced at the 404 North Alameda job site. Initially, the project focused solely on addressing upgraded security features and site reconstruction. However, as work progressed, it became evident that significant modifications and adjustments to the original scope of work were needed.

Furthermore, it became evident that additional work would be required to address the unsafe conditions on the sidewalk in front of the 404 North Alameda site and address drainage issues that arose as a result of constructing the north wall dividing the parking lots between 404 N. Alameda and 600 N. Alameda.

STATEMENT OF ISSUE

MDJ Management, LLC has submitted the below amendments requesting an increase in funding due to unforeseen circumstances and additional requirements that were not anticipated in the initial scope of work. The additional funds are crucial to adequately address the new developments and ensure the project is completed in a timely manner.

The table below outlines the requested amendments along with their anticipated costs:

Amendment No.	Description	Estimated Cost
1	Access Control for Gates/Antenna	$ 83,158.16
2	Bio-Retention Basins	$ 49,297.40
3	Curbs	$ 40,342.56
4	General	$ 8,110.15
5	Interior Cameras	$ 35,501.50
6	Pad for Containers	$ 59,459.70
7	Parking Lot Light Poles	$ 55,114.37
8	Sidewalk	$ 7,785.32
9	Wall Footing additions	$ 37,983.75
Sub-Total		**$ 376,752.91**
10% Contingency Fee		$ 37,675.29
Grand Total		**$ 416,428.20**

In addition to the estimated costs, we propose adding a 10% contingency fee to cover any potential fluctuations in expenses. This contingency will provide a buffer to manage

unexpected cost variations and ensure the project remains on track without financial interruptions.

Therefore, in order to authorize the City Manager to enter into a first amendment of the construction services agreement with and establish a purchase order for MDJ Management, LLC. in the amount not to exceed Four Hundred Sixteen Thousand Four Hundred Twenty-Eight Dollars and Twenty Cents ($416,428.20), City Council's authorization is necessary.

FISCAL IMPACT

Funds in an amount not to exceed Four Hundred Sixteen Thousand Four Hundred Twenty-Eight Dollars and Twenty Cents ($416,428.20) are available in Account No. 1004-610-000-4266.

ALTERNATIVE

There are no alternatives that are being recommended at this time. The progression and completion of the Project requires construction services to be performed by MDJ Management, LLC.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

ANTHONY WARD
COMMUNITY IMPROVEMENT SERVICES DEPARTMENT

APPROVED AS TO 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 FIRST AMENDMENT OF THE CONSTRUCTION SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR MDJ MANAGEMENT, LLC. FOR THE SITE RECONSTRUCTION AND UPGRADED SECURITY FEATURES PROJECT AT 404 NORTH ALAMEDA ST. IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED SIXTEEN THOUSAND FOUR HUNDRED TWENTY-EIGHT DOLLARS AND TWENTY CENTS ($416,428.20)

WHEREAS, adoption of this resolution will authorize the City Manager to enter into a first amendment of the construction services agreement with and establish a purchase order in the amount not to exceed Four Hundred Sixteen Thousand Four Hundred Twenty-Eight Dollars and Twenty Cents ($416,428.20) for MDJ Management, LLC. for the site reconstruction and upgraded security features project at 404 North Alameda St; and

WHEREAS, the City of Compton owns property located at 404 North Alameda Street which is currently occupied by the Community Improvement Services Department ("CISD"). The CISD is comprised of Code Enforcement, Parking Enforcement, and Security Services Divisions. These divisions utilize city-vehicles during the course of their duties which are stored at this location; and

WHEREAS, the property required reconstruction of the existing perimeter wall, demolition of an unused building, improved lighting and upgraded security features as well as the reconstruction of the parking lot. These features will mitigate the risk of theft of new and existing City vehicles and property; and

WHEREAS, on January 19, 2023, City of Compton staff and MDJ Management, LLC, a state-licensed building contractor inspected and evaluated the facility and recommended repairs. After reviewing the condition of the perimeter wall and the multiple deficiencies that were noted, staff agreed that any temporary repairs to the wall would be inefficient; and

WHEREAS, on June 20, 2023, pursuant to Resolution No. 25, 849, City Council authorized the City Manager to enter into a Construction Services Agreement with MDJ Management, LLC (MDJ) to provide services in accordance with their specified plans to rehabilitate, reconstruct and install security upgrades at the 404 North Alameda site. MDJ Management, LLC has provided a proposal for the rehabilitation of the entire perimeter security wall, demolition of a 2,300 square foot dormant building, lighting improvements, installation of new security cameras and removal of existing asphalt and re-pavement of the facility parking lot; and

WHEREAS, City Council authorized a purchase order to be issued for the aforementioned construction services in the amount of One Million Eight Hundred Twenty-one Thousand Two-hundred and Thirty-three Dollars ($1,821,233); and

WHEREAS, on April 22, 2024, construction commenced at the 404 North Alameda job site. Initially, the project focused solely on addressing upgraded security features and site reconstruction. However, as work progressed, it became evident that significant modifications and adjustments to the original scope of work were needed.

WHEREAS, furthermore, it became evident that additional work would be required to address the unsafe conditions on the sidewalk in front of the 404 North Alameda site and address drainage issues that arose as a result of constructing the north wall dividing the parking lots; and

WHEREAS, MDJ Management, LLC has submitted the below amendments requesting an increase in funding due to unforeseen circumstances and additional requirements that were not anticipated in the initial scope of work; and

Amendment No.	Description	Estimated Cost
1	Access Control for Gates/Antenna	$ 83,158.16
2	Bio-Retention Basins	$ 49,297.40
3	Curbs	$ 40,342.56
4	General	$ 8,110.15
5	Interior Cameras	$ 35,501.50
6	Pad for Containers	$ 59,459.70
7	Parking Lot Light Poles	$ 55,114.37
8	Sidewalk	$ 7,785.32
9	Wall Footing additions	$ 37,983.75
Sub-Total		**$ 376,752.91**
10% Contingency Fee		$ 37,675.29
Grand Total		**$ 416,428.20**

WHEREAS, the additional funds are crucial to adequately address the new developments and ensure the project is completed in a timely manner; and

WHEREAS, in addition to the estimated costs, we propose adding a 10% contingency fee to cover any potential fluctuations in expenses and this contingency will provide a buffer to manage unexpected cost variations and ensure the project remains on track without financial interruptions.

WHEREAS, funds in an amount not to exceed Four Hundred Sixteen Thousand Four Hundred Twenty-Eight Dollars and Twenty Cents ($416,428.20) are available in Account No. 1004-610-000-4266; and

WHEREAS, in order to authorize the City Manager to enter into a first amendment of the construction services agreement with and establish a purchase order for MDJ Management, LLC. in the amount not to exceed Four Hundred Sixteen Thousand Four Hundred Twenty-Eight Dollars and Twenty Cents ($416,428.20), 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, upon the advice of the City Attorney, is hereby authorized to enter into a first amendment to the contract MDJ Management, LLC in the amount not to exceed Four Hundred Sixteen Thousand Four Hundred Twenty-Eight Dollars and Twenty Cents ($416,428.20).

SECTION 2. That Funds in an amount not to exceed Four Hundred Sixteen Thousand Four Hundred Twenty-Eight Dollars and Twenty Cents ($416,428.20) are available in Account No. 1004-610-000-4266.

SECTION 3. That a purchase order in an amount not to exceed Four Hundred Sixteen Thousand Four Hundred Twenty-Eight Dollars and Twenty Cents ($416,428.20) be issued for MDJ Management, LLC

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

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

ADOPTED this _____ day of _____, 2025.

_____
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, Satra D. Zurita, 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 _____, 2025.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

Work Order Signature Document

EZIQC Contract No.: CA-R8-GB13-123021-MDJ

[ ] **New Work Order** [X] **Modify an Existing Work Order**

Work Order Number.: 111841.01 Work Order Date: 10/22/2024

Work Order Title: Compton - Community Security Services Supp. 01

Owner Name:	City of Compton	Contractor Name:	MDJ Management
Contact:	Anthony Ward	Contact:	Matt McMillon
Phone:	310-605-6260	Phone:	310-490-1521

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-GB13-123021-MDJ.

Brief Work Order Description:

Time of Performance Estimated Start Date:

Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $376,752.91

Owner Purchase Order Number:

Approvals

City of Compton Date

MDJ Management Date

Detailed Scope of Work

To: Matt McMillon
MDJ Management
531 Main St #611
El Segundo, CA 90245
310-490-1521

From: Triphenia Simmons
City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
310-605-6260

Date Printed: October 22, 2024

Work Order Number: 111841.01

Work Order Title: Compton - Community Security Services Supp. 01

Brief Scope:

☐ **Preliminary** ☐ **Revised** ☒ **Final**

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

See attached

Subject to the terms and conditions of ezIQC Contract **CA-R8-GB13-123021-MDJ**.

MDJ Management _____ Date _____

City of Compton _____ Date _____

MDJ Management, LLC
License # 1044711
DIR # 1000061313
531 Main St. #611 El Segundo CA 90245
310-490-1521

Job Name: Compton Security Services Security Wall and Gates
Location: 404 N Alameda St, Los Angeles, CA 90013
Customer: City of Compton

Submission Date: 10/16/24

Detailed Scope of Work
CHANGE ORDER #1

Interior Cameras

- Installation of 7 new cameras for interior of building
    - Includes all wires in conduit
    - Will connect to the new camera control and monitoring system being installed as part of original exterior scope

Gate Access

- For the 2 vehicle gates and 1 pedestrian gates accessing the Security Services lot client requested access controls and remote control from building
    - Other 2 vehicle and 1 pedestrian gates for adjacent properties to remain manual operation
- Upgraded camera system
- Keypad and remote access capability
- Long range RFID reader for employees
- Includes 1 year of Cloud recording

Parking Lot Lights

- Existing power to feed adjacent parking lot lights ran under parking lot, into building to be demolished, and back out to lights
- After demolition new feeds from adjacent building to existing light poles required
- Client requested existing light fixture on poles be upgraded to LED to match new light as part of original scope

Concrete Work

- Block wall footing increases
    - Due to city planner requirements, the footings for the block wall needed to be increased in size
- Bio-Retention Basins
    - Due to city requirements, rain water control is required
        - City planner required 2 bio-retention basins installed
    - Installation of additional curbs with curb cuts for water flow
    - Removal of existing dirt down to 5’
    - Installation of 5 layers for water to seep through per plans
    - Finished look to be pea gravel or decomposed granite (DG)
        - All vegetation and irrigation excluded
- Concrete Sidewalk in front of building
    - Due to ADA requirements an addition of a sidewalk with ADA ramp and truncated domes required to be installed in from of building
- Storage Container Pad
    - Due to size and weight of client owner storage containers a thick structural pad is required
    - Excavate and haul off existing soil
    - 3’ feet deep concrete pad with curb
    - Install #6 rebar every 8 inches top and bottom mat
    - Pour 4500 psi concrete

CLARIFICATIONS AND EXCLUSIONS:

- Exclusions
    - Sidewalk/Driveway repairs next to work performed
    - Parking lot in adjacent lot next to work performed
- Price to include all labor (**Normal Working Hours - Prevailing Wage**), materials, and equipment to complete this scope of work.
- Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.
- Warranty
    - One year warranty against workmanship
    - Manufacturer's warranty varies
- We exclude plans, permits, permit fees, related fees, testing and/or testing fees, inspection fees, survey or survey fees, and engineering fees unless specified above
- We exclude utilities and hazardous or contaminated material
- Construction water, power, and sanitary facilities available on site for MDJ’s use at no cost
- We exclude premium time unless specified above
- We exclude anything not specifically mentioned above
- MDJ reserves the right to review, change, and/or delete any provisions of any prime contract or subcontract, which results from this quotation
- All terms to be net 30 days in full upon receipt of invoice. Interest will be charged at the rate of 2% monthly on the unpaid balance.

BID PRICE: See Price Proposal

All work to be completed in a substantial and workmanlike manner according to standard practices for the sum of **See Price Proposal.** Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.

Bid price is good for thirty (30) days only.

Any controversy or claim based on, arising out of, or relating to this agreement, or breach thereof, including any claim based on the work performed pursuant to this agreement, shall be submitted to the American Arbitration Association for binding arbitration in accordance with its rules. If any arbitration, legal action is brought to enforce this agreement, or arising out of or relating to the agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees and costs incurred, in addition to any and all other relief to which that party may be entitled.

Submitted by:



Matthew McMillon
President MDJ
310.490.1521
matt@buildwithmdj.com

Contractor's Price Proposal - Summary

Date: October 22, 2024

Re:

IQC Master Contract #:	CA-R8-GB13-123021-MDJ
Work Order #:	111841.01
Owner PO #:	
Title:	Compton - Community Security Services Supp. 01
Contractor:	MDJ Management
Proposal Value:	$376,752.91

Access Control for Gates	**$83,158.16**
Bio-Retention Basins	**$49,297.40**
Curbs	**$40,342.56**
General	**$8,110.15**
Interior Cameras	**$35,501.50**
Pad for Containers	**$59,459.70**
Parking Lot Light Poles	**$55,114.37**
Sidewalk	**$7,785.32**
Wall Footing additions	**$37,983.75**
Proposal Total	**$376,752.91**

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

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: October 22, 2024

Re:

IQC Master Contract #:	CA-R8-GB13-123021-MDJ
Work Order #:	111841.01
Owner PO #:	
Title:	Compton - Community Security Services Supp. 01
Contractor:	MDJ Management
Proposal Value:	$376,752.91

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			

Access Control for Gates

1 01 22 23 00 0352 — MO — 3/4 CY Hydraulic Excavator With Full-Time Operator — $26,058.33

	Quantity		Unit Price		Factor	=	Total
Installation	1.00	x	23,682.93	x	1.1003	=	26,058.33

for additional trenching required

2 01 22 23 00 0352 0066 — MOD — For Equipment Without Operator, Deduct — -$4,855.26

	Quantity		Unit Price		Factor	=	Total
Installation	0.25	x	-17,650.66	x	1.1003	=	-4,855.26

3 26 05 33 13 1802 — LF — 2" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Coupled End, Direct Burial — $1,566.83

	Quantity		Unit Price		Factor	=	Total
Installation	200.00	x	7.12	x	1.1003	=	1,566.83

conduit to access controls for gates

4 26 05 33 13 1802 0054 — MOD — For Schedule 80, Add — $321.29

	Quantity		Unit Price		Factor	=	Total
Installation	200.00	x	1.46	x	1.1003	=	321.29

5 26 05 33 13 1815 — EA — 2" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial — $1,431.49

	Quantity		Unit Price		Factor	=	Total
Installation	25.00	x	52.04	x	1.1003	=	1,431.49

conduit to access controls for gates

6 26 05 33 13 1815 0054 — MOD — For Schedule 80, Add — $186.23

	Quantity		Unit Price		Factor	=	Total
Installation	25.00	x	6.77	x	1.1003	=	186.23

7 26 05 33 13 1828 — EA — 2" Schedule 40 Polyvinyl Chloride (PVC) Conduit 45 Degree Elbow, Direct Burial — $567.75

	Quantity		Unit Price		Factor	=	Total
Installation	10.00	x	51.60	x	1.1003	=	567.75

conduit to access controls for gates

8 26 05 33 13 1828 0054 — MOD — For Schedule 80, Add — $72.84

	Quantity		Unit Price		Factor	=	Total
Installation	10.00	x	6.62	x	1.1003	=	72.84

9 27 15 13 00 0504 — MLF — 4-Pair Solid STP, 22 AWG, Category 7, Indoor Telecommunications Plenum Cable, Installed In Conduit — $15,983.64

	Quantity		Unit Price		Factor	=	Total
Installation	2.00	x	7,263.31	x	1.1003	=	15,983.64

for access controls to gates

10 28 16 11 00 0026 — EA — 1000 Code Memory, Keypad Controls With Push Button Intercom, Exterior Stand Alone Access ControlsIncludes lighted keypad. Stores one thousand 4-digit entry codes and six 5-digit entry codes. — $2,422.71

	Quantity		Unit Price		Factor	=	Total
Installation	2.00	x	1,100.93	x	1.1003	=	2,422.71

for access controls to 2 gates

Work Order Number: 111841.01
Work Order Title: Compton - Community Security Services Supp. 01

Access Control for Gates

11	28 16 11 00 0038		EA	1 Button, RF Transmitter, RF Controls, Exterior Stand Alone Access Controls								$95.04
			Installation	Quantity 2.00	x	Unit Price 43.19	x	Factor 1.1003	=	Total 95.04		
				for access controls to 2 gates								
12	28 16 11 00 0038	0009	MOD	For Built In Proximity Tags, Add								$19.01
			Installation	Quantity 2.00	x	Unit Price 8.64	x	Factor 1.1003	=	Total 19.01		
13	28 16 11 00 0062		EA	Toggle Switch, Interior Access Controls For Gate OperatorsControls mount into a single gang electrical box. Excludes electrical box.								$241.71
			Installation	Quantity 2.00	x	Unit Price 109.84	x	Factor 1.1003	=	Total 241.71		
				for access controls to 2 gates								
14	28 16 11 00 0126		EA	73" Tall, Gooseneck Style, Dual Mount, 2" x 2" Steel, Exterior Mounting Post For Gate Operator Access ControlsIncludes an 8" x 8" base plate.								$1,348.95
			Installation	Quantity 2.00	x	Unit Price 612.99	x	Factor 1.1003	=	Total 1,348.95		
				for access controls to 2 gates								
15	28 16 11 00 0188		EA	Intelligent Controller With Paired Reader Interface for One Physical Barrier (Mercury Security EP-1501)								$2,505.45
			Installation	Quantity 2.00	x	Unit Price 1,138.53	x	Factor 1.1003	=	Total 2,505.45		
				for access controls to 2 gates								
16	28 16 11 00 0192		EA	CA 3000 Bundled System, Supports 25 Users (Continental Instrument CA3B250P4O3V0R0)System includes PC, monitor, keyboard, mouse, OS, Card Access 3000 file server software, MS SQL 2000, 1 SQL host license, and security key.								$35,192.15
			Installation	Quantity 1.00	x	Unit Price 31,984.14	x	Factor 1.1003	=	Total 35,192.15		
				control system for access controls to 2 gates								

Subtotal for Access Control for Gates **$83,158.16**

Bio-Retention Basins

17	01 74 19 00 0019		EA	15 CY Low-Boy Dumpster Mixed RecyclableFor mixed dirt, rock, concrete brick or asphalt with no trash or organics. Includes service to deliver and pick-up dumpster, hauling, rental and disposal fee.								$13,852.09
			Installation	Quantity 18.00	x	Unit Price 699.41	x	Factor 1.1003	=	Total 13,852.09		
				270 CY of dirt to be removed								
18	31 05 13 00 0006		CY	3/32" Minus, Screened/Washed Masonry/Mortar Sand								$4,460.37
			Installation	Quantity 54.00	x	Unit Price 75.07	x	Factor 1.1003	=	Total 4,460.37		
				Layer 2 for Bio-Retention basin per plans								
19	31 05 13 00 0007		CY	Common Fill, Native Soil/Dirt								$2,178.79
			Installation	Quantity 54.00	x	Unit Price 36.67	x	Factor 1.1003	=	Total 2,178.79		
				Layer 5 for Bio-Retention basin per plans								
20	31 05 13 00 0009		CY	Crushed Lime Rock Maximum 3-1/2"								$1,984.50
			Installation	Quantity 54.00	x	Unit Price 33.40	x	Factor 1.1003	=	Total 1,984.50		
				Layer 4 for Bio-Retention basin per plans								

Work Order Number: 111841.01
Work Order Title: Compton - Community Security Services Supp. 01

Bio-Retention Basins

21	31 05 16 00 0002		CY	#2 Stone Aggregate Fill (1-1/2" To 2-1/2" Clean)								$2,610.15
			Installation	Quantity 54.00	x	Unit Price 43.93	x	Factor 1.1003	=	Total 2,610.15		
				Layer 3 for Bio-Retention basin per plans								
22	31 23 16 36 0003		CY	Excavation For Building Foundations And Other Structures By Skid-Steer Loader In Soil								$2,563.81
			Installation	Quantity 270.00	x	Unit Price 8.63	x	Factor 1.1003	=	Total 2,563.81		
				removal of existing dirt for Bio-Retention basin per plans								
23	31 23 16 36 0003	0017	MOD	For >250 To 500, Add								$383.23
			Installation	Quantity 270.00	x	Unit Price 1.29	x	Factor 1.1003	=	Total 383.23		
24	31 23 16 36 0022		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Hand								$11,529.71
			Installation	Quantity 270.00	x	Unit Price 38.81	x	Factor 1.1003	=	Total 11,529.71		
				54 CY per layer to be compacted. 5 total layers								
25	31 23 16 36 0028		CY	Load Excess Material For Removal From Excavation For Building Foundations and Other Structures by Machine								$1,711.19
			Installation	Quantity 270.00	x	Unit Price 5.76	x	Factor 1.1003	=	Total 1,711.19		
				load excavated material into low boys for haul away.								
26	31 23 16 36 0028	0029	MOD	For >250 To 500, Add								$255.49
			Installation	Quantity 270.00	x	Unit Price 0.86	x	Factor 1.1003	=	Total 255.49		
27	32 91 13 16 0004		CY	Stone Mulch, Decomposed Granite Chips								$7,768.07
			Installation	Quantity 54.00	x	Unit Price 130.74	x	Factor 1.1003	=	Total 7,768.07		
				Layer 1 for Bio-Retention basin per plans								

Subtotal for Bio-Retention Basins **$49,297.40**

Curbs

28	32 16 13 13 0022		LF	6" x 30" Cast In Place Concrete Gutter With 6" Curb And Face - Straight								$34,376.51
			Installation	Quantity 685.00	x	Unit Price 45.61	x	Factor 1.1003	=	Total 34,376.51		
				Installation of required curbs added by plan check								
29	32 16 23 00 0008		EA	Finish Concrete Handicap Drop Section In SidewalkExcludes patterned (tactile) finish.								$5,966.05
			Installation	Quantity 42.00	x	Unit Price 129.10	x	Factor 1.1003	=	Total 5,966.05		
				2' curb cut for water pathway at bioretention basins. Every 8' OC per plans. Using half of LI per curb cut due to length								

Subtotal for Curbs **$40,342.56**

General

Work Order Number: 111841.01
Work Order Title: Compton - Community Security Services Supp. 01

General

30	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.						$8,110.15
			Installation		Quantity 7,372.86	x	Unit Price 1.00	x	Factor 1.1000	=	Total 8,110.15
			Bond 2%								

Subtotal for General **$8,110.15**

Interior Cameras

31	27 15 13 00 0504		MLF	4-Pair Solid STP, 22 AWG, Category 7, Indoor Telecommunications Plenum Cable, Installed In Conduit							$29,569.73
			Installation		Quantity 3.70	x	Unit Price 7,263.31	x	Factor 1.1003	=	Total 29,569.73
			Wiring for interior camera system								
32	28 21 31 00 0092		EA	5.5-82.5 mm, Direct Drive Auto Iris, Varifocal, High Resolution Day/Night, Camerapak (Pelco C1390H-6V55A)							$5,931.77
			Installation		Quantity 7.00	x	Unit Price 770.15	x	Factor 1.1003	=	Total 5,931.77
			installation of 7 additional interior camers								

Subtotal for Interior Cameras **$35,501.50**

Pad for Containers

33	01 74 19 00 0019		EA	15 CY Low-Boy Dumpster Mixed RecyclableFor mixed dirt, rock, concrete brick or asphalt with no trash or organics. Includes service to deliver and pick-up dumpster, hauling, rental and disposal fee.							$8,465.17
			Installation		Quantity 11.00	x	Unit Price 699.41	x	Factor 1.1003	=	Total 8,465.17
			excavation for concrete pad for storage containers.								
34	03 11 13 00 0011		SF	>12" High Slab Edge and Block-Out Wood Formwork							$9,292.25
			Installation		Quantity 860.00	x	Unit Price 9.82	x	Factor 1.1003	=	Total 9,292.25
			forms for concrete pad for storage containers.								
35	03 11 13 00 0011	0005	MOD	For <1,000, Add							$1,750.58
			Installation		Quantity 860.00	x	Unit Price 1.85	x	Factor 1.1003	=	Total 1,750.58
36	03 21 13 00 0096		LF	#5, Grade 60, Slab On Grade, Galvanized Steel Reinforcement Bar							$3,141.58
			Installation		Quantity 1,720.00	x	Unit Price 1.66	x	Factor 1.1003	=	Total 3,141.58
			rebar for concrete pad for storage containers. Plans call for top and bottom.								
37	03 31 13 00 0036		CY	>6", By Direct Chute, Place 3,000 PSI Concrete Slab On Grade							$20,843.73
			Installation		Quantity 96.00	x	Unit Price 197.33	x	Factor 1.1003	=	Total 20,843.73
			concrete pad for storage containers. Plans call for 3' thick								
38	03 31 13 00 0036	0031	MOD	For 4,500 PSI Concrete, Add							$1,777.73
			Installation		Quantity 96.00	x	Unit Price 16.83	x	Factor 1.1003	=	Total 1,777.73

Work Order Number: 111841.01
Work Order Title: Compton - Community Security Services Supp. 01

Pad for Containers

39	03 31 13 00 0036	0038	MOD	For Lightweight Aggregate, ASTM C330, Add								$5,332.14
			Installation	Quantity 96.00	x	Unit Price 50.48	x	Factor 1.1003	=	Total 5,332.14		
40	31 05 16 00 0002		CY	#2 Stone Aggregate Fill (1-1/2" To 2-1/2" Clean)								$3,045.18
			Installation	Quantity 63.00	x	Unit Price 43.93	x	Factor 1.1003	=	Total 3,045.18		
			base for concrete pad for storage containers.									
41	31 23 16 36 0003		CY	Excavation For Building Foundations And Other Structures By Skid-Steer Loader In Soil								$1,509.80
			Installation	Quantity 159.00	x	Unit Price 8.63	x	Factor 1.1003	=	Total 1,509.80		
			excavation for concrete pad for storage containers.									
42	31 23 16 36 0003	0016	MOD	For >50 To 250, Add								$603.57
			Installation	Quantity 159.00	x	Unit Price 3.45	x	Factor 1.1003	=	Total 603.57		
43	31 23 16 36 0022		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Hand								$2,690.27
			Installation	Quantity 63.00	x	Unit Price 38.81	x	Factor 1.1003	=	Total 2,690.27		
			base for concrete pad for storage containers.									
44	31 23 16 36 0028		CY	Load Excess Material For Removal From Excavation For Building Foundations and Other Structures by Machine								$1,007.70
			Installation	Quantity 159.00	x	Unit Price 5.76	x	Factor 1.1003	=	Total 1,007.70		
			excavation for concrete pad for storage containers.									

Subtotal for Pad for Containers **$59,459.70**

Parking Lot Light Poles

45	01 22 23 00 1026		WK	5,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator								$5,883.78
			Installation	Quantity 1.00	x	Unit Price 5,347.43	x	Factor 1.1003	=	Total 5,883.78		
			to access existing light poles for new fixtures									
46	02 41 13 13 0020		SY	>3" To 6" By Machine, Break-up And Remove Bituminous Paving								$726.20
			Installation	Quantity 33.00	x	Unit Price 20.00	x	Factor 1.1003	=	Total 726.20		
			trenching for new power to existing light poles									
47	26 05 19 16 0299		MLF	#6 AWG, Type THHN-THWN, 600 Volt, Copper, Single Stranded Cable, Installed In Conduit								$6,909.48
			Installation	Quantity 3.00	x	Unit Price 2,093.21	x	Factor 1.1003	=	Total 6,909.48		
			new power to existing light poles									
48	26 05 33 13 1802		LF	2" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Coupled End, Direct Burial								$2,350.24
			Installation	Quantity 300.00	x	Unit Price 7.12	x	Factor 1.1003	=	Total 2,350.24		
			conduit for new power to existing light poles and to access controls for gates									
49	26 05 33 13 1802	0054	MOD	For Schedule 80, Add								$481.93
			Installation	Quantity 300.00	x	Unit Price 1.46	x	Factor 1.1003	=	Total 481.93		

Work Order Number: 111841.01
Work Order Title: Compton - Community Security Services Supp. 01

Parking Lot Light Poles

50	26 05 33 13 1815		EA	2" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial									$2,004.09
					Quantity		Unit Price		Factor	=	Total		
				Installation	35.00	x	52.04	x	1.1003	=	2,004.09		
				conduit for new power to existing light poles and to access controls for gates									
51	26 05 33 13 1815	0054	MOD	For Schedule 80, Add									$260.72
					Quantity		Unit Price		Factor	=	Total		
				Installation	35.00	x	6.77	x	1.1003	=	260.72		
52	26 05 33 13 1828		EA	2" Schedule 40 Polyvinyl Chloride (PVC) Conduit 45 Degree Elbow, Direct Burial									$851.63
					Quantity		Unit Price		Factor	=	Total		
				Installation	15.00	x	51.60	x	1.1003	=	851.63		
				conduit for new power to existing light poles and to access controls for gates									
53	26 05 33 13 1828	0054	MOD	For Schedule 80, Add									$109.26
					Quantity		Unit Price		Factor	=	Total		
				Installation	15.00	x	6.62	x	1.1003	=	109.26		
54	26 56 19 00 0193		EA	100 LEDs, 111 Watt, Arm Mount, Rectangular, LED Area Fixture (CREE® BetaLED® Edge® ARE-EDG)									$29,696.05
					Quantity		Unit Price		Factor	=	Total		
				Installation	15.00	x	1,673.71	x	1.1003	=	27,623.75		
				Demolition	15.00	x	125.56	x	1.1003	=	2,072.31		
				removal of existing lights on light poles and installation of new LED to match in new adjacent parking lot									
55	31 05 16 00 0002		CY	#2 Stone Aggregate Fill (1-1/2" To 2-1/2" Clean)									$797.55
					Quantity		Unit Price		Factor	=	Total		
				Installation	16.50	x	43.93	x	1.1003	=	797.55		
				for additional trenching									
56	31 23 16 13 0002		CY	12" Wide or Less, Excavation for Trenching by Machine in Soil									$379.80
					Quantity		Unit Price		Factor	=	Total		
				Installation	33.00	x	10.46	x	1.1003	=	379.80		
				for additional trenching									
57	31 23 16 13 0010		CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Machine									$135.44
					Quantity		Unit Price		Factor	=	Total		
				Installation	33.00	x	3.73	x	1.1003	=	135.44		
				for additional trenching									
58	31 23 16 13 0013		CY	Compaction of Fill or Subbase for Trenches by Vibratory Plate , Air Tamper, Etcetera									$261.43
					Quantity		Unit Price		Factor	=	Total		
				Installation	33.00	x	7.20	x	1.1003	=	261.43		
				for additional trenching									
59	32 11 26 19 0002		CY	Bituminous Stabilized Base Course3/4" ASTM C33.									$3,921.83
					Quantity		Unit Price		Factor	=	Total		
				Installation	33.00	x	108.01	x	1.1003	=	3,921.83		
				for patch back of asphalt									
60	32 12 16 13 0016		SY	1" Thick Bituminous Hot Mix Surface CourseIncludes placement, rolling, finishing and sweeping.									$300.28
					Quantity		Unit Price		Factor	=	Total		
				Installation	33.00	x	8.27	x	1.1003	=	300.28		
				for patch back of asphalt									

Work Order Number: 111841.01
Work Order Title: Compton - Community Security Services Supp. 01

Parking Lot Light Poles

61	32	12	16	13 0016	0424	MOD	For Up To 1,000, Add							$44.66
							Installation	Quantity 33.00	x	Unit Price 1.23	x	Factor 1.1003	=	Total 44.66

Subtotal for Parking Lot Light Poles **$55,114.37**

Sidewalk

62	04	05	19	26 0049		LF	#5, Grade 60, Vertical Placed, Galvanized Steel Masonry Reinforcement Bar							$1,243.12
							Installation	Quantity 420.00	x	Unit Price 2.69	x	Factor 1.1003	=	Total 1,243.12
							rebar for sidewalk in front of building. 105LF							
63	31	05	16	00 0002		CY	#2 Stone Aggregate Fill (1-1/2" To 2-1/2" Clean)							$338.35
							Installation	Quantity 7.00	x	Unit Price 43.93	x	Factor 1.1003	=	Total 338.35
							base for sidewalk in front of building. 105LF							
64	31	05	16	00 0002	0053	MOD	For Up To 8, Add							$67.70
							Installation	Quantity 7.00	x	Unit Price 8.79	x	Factor 1.1003	=	Total 67.70
65	31	23	16	13 0010		CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Machine							$28.73
							Installation	Quantity 7.00	x	Unit Price 3.73	x	Factor 1.1003	=	Total 28.73
							base for sidewalk in front of building. 105LF							
66	31	23	16	13 0010	0065	MOD	For Up To 20, Add							$22.95
							Installation	Quantity 7.00	x	Unit Price 2.98	x	Factor 1.1003	=	Total 22.95
67	31	23	16	13 0013		CY	Compaction of Fill or Subbase for Trenches by Vibratory Plate , Air Tamper, Etcetera							$55.46
							Installation	Quantity 7.00	x	Unit Price 7.20	x	Factor 1.1003	=	Total 55.46
							compaction of base for sidewalk in front of building. 105LF							
68	31	23	16	13 0013	0070	MOD	For Up To 20, Add							$44.36
							Installation	Quantity 7.00	x	Unit Price 5.76	x	Factor 1.1003	=	Total 44.36
69	32	16	23	00 0004		SF	6" Cast In Place Concrete Sidewalk							$4,699.82
							Installation	Quantity 420.00	x	Unit Price 10.17	x	Factor 1.1003	=	Total 4,699.82
							for sidewalk in front of building. 105LF							
70	32	16	23	00 0004	0095	MOD	For >100 To 500, Add							$536.07
							Installation	Quantity 420.00	x	Unit Price 1.16	x	Factor 1.1003	=	Total 536.07
71	32	16	23	00 0008		EA	Finish Concrete Handicap Drop Section In SidewalkExcludes patterned (tactile) finish.							$142.05
							Installation	Quantity 1.00	x	Unit Price 129.10	x	Factor 1.1003	=	Total 142.05
							ADA ramp for sidewalk in front of building.							
72	32	17	26	00 0003		SF	Embedded, VPC Truncated Dome Detectable Warning SurfaceAlso raised strips or directional bars. All colors.							$606.71
							Installation	Quantity 12.00	x	Unit Price 45.95	x	Factor 1.1003	=	Total 606.71
							for handicap access ramp							

Work Order Number: 111841.01
Work Order Title: Compton - Community Security Services Supp. 01

Subtotal for Sidewalk **$7,785.32**

Wall Footing additions

73	01 22 23 00 0352		MO	3/4 CY Hydraulic Excavator With Full-Time Operator								$26,058.33
			Installation		Quantity 1.00	x	Unit Price 23,682.93	x	Factor 1.1003	=	Total 26,058.33	
			additional time required for excavator									
74	01 22 23 00 0352	0066	MOD	For Equipment Without Operator, Deduct								-$14,565.77
			Installation		Quantity 0.75	x	Unit Price -17,650.66	x	Factor 1.1003	=	Total -14,565.77	
75	03 11 13 00 0003		SF	Continuous Footings Foundation Wood Formwork								$2,763.07
			Installation		Quantity 365.00	x	Unit Price 6.88	x	Factor 1.1003	=	Total 2,763.07	
			additional forms required for added footings									
76	03 31 13 00 0018		CY	Direct Chute, Place 3,000 PSI Concrete Continuous Footings								$20,586.86
			Installation		Quantity 87.00	x	Unit Price 215.06	x	Factor 1.1003	=	Total 20,586.86	
			concrete for additional footings									
77	04 05 19 26 0049		LF	#5, Grade 60, Vertical Placed, Galvanized Steel Masonry Reinforcement Bar								$2,175.46
			Installation		Quantity 735.00	x	Unit Price 2.69	x	Factor 1.1003	=	Total 2,175.46	
			rebar for additional footings									
78	31 05 16 00 0002		CY	#2 Stone Aggregate Fill (1-1/2" To 2-1/2" Clean)								$773.38
			Installation		Quantity 16.00	x	Unit Price 43.93	x	Factor 1.1003	=	Total 773.38	
			base for additional footings									
79	31 23 16 13 0010		CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Machine								$65.67
			Installation		Quantity 16.00	x	Unit Price 3.73	x	Factor 1.1003	=	Total 65.67	
			placing base for additional footings									
80	31 23 16 13 0013		CY	Compaction of Fill or Subbase for Trenches by Vibratory Plate , Air Tamper, Etcetera								$126.75
			Installation		Quantity 16.00	x	Unit Price 7.20	x	Factor 1.1003	=	Total 126.75	
			compacting base for additional footings									

Subtotal for Wall Footing additions **$37,983.75**

Proposal Total **$376,752.91**

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

The Percentage of NPP on this Proposal: **%**

Subcontractor Listing

Date: October 22, 2024

Re:

IQC Master Contract #:	CA-R8-GB13-123021-MDJ
Work Order #:	111841.01
Owner PO #:	
Title:	Compton - Community Security Services Supp. 01
Contractor:	MDJ Management
Proposal Value:	$376,752.91

Name of Contractor	Duties	Amount	%
Express Energy Services, Inc.		$140,000.00	37.16
Refined Construction		$150,000.00	39.81

January 14, 2025

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

FROM: **COMMUNITY DEVELOPMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT WITH THE WIN PROJECT TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF HOUSING SUCCESSOR AGENCY- OWNED PROPERTY LOCATED AT 1716 EAST ROSECRANS AVENUE TO DEVELOP TWENTY - ONE (21) AFFORDABLE MULTI-FAMILY HOMES**

SUMMARY

Staff respectfully requests the City Council, acting as the Housing Successor Agency authorize the City Manager to enter into an Exclusive Negotiation Agreement ("ENA") with The WIN Project to work out the terms and conditions of a Purchase and Sale Agreement for the Disposition and Development of Housing Successor Agency-owned property located at 1716 East Rosecrans Avenue, Compton, to develop up to twenty - one (21) affordable multifamily homes ("Project").

BACKGROUND

The former Community Redevelopment Agency ("CRA") of the City of Compton acquired the land located at 1716 East Rosecrans Avenue ("subject property"), and following the dissolution of the CRA, the subject property, consisting of approximately 15,920 square feet, was conveyed to the City, acting as the Housing Successor Agency.

On November 24, 2020, the Housing Successor Agency released a Request for Proposals inviting qualified developers to submit proposals to develop affordable housing units on various properties, including the subject property.

Staff reviewed the proposals submitted and determined that the proposal of The WIN Project to develop affordable "multi-family homes was the highest and best use for the site and would accomplish the City's goal of new affordable housing. The proposed development would include a site plan of 21 live-work affordable apartments with 1,100 square feet of retail work space. Additionally, the Project will include a community garden, and illuminated walking paths.

STATEMENT OF ISSUE

The subject property has experienced blight, and the proposed development meets the goals of the City to improve the neighborhood conditions and provide affordable homeownership opportunities to low to moderate-income families.

Staff is recommending that an ENA with The WIN Project be approved and a six (6) months or one hundred eighty (180) days ENA period be authorized.

DEVELOPER PROFILE

The WIN Project has over twenty (20) years of experience as a non-profit Affordable Housing Developer specializing in high-impact affordable and general housing development projects in urban neighborhoods. The key members of the Win Project team collectively have 90 years of experience in the affordable housing industry. The WIN Project owns and manages four (4) low-income housing properties in the City of Compton.

FINANCIAL IMPACT

There is no fiscal impact resulting from the adoption of this Resolution. Upon successful negotiation of a Purchase and Sale Agreement, staff will present a proposed purchase price to the Housing Successor Agency at a future date for consideration.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

CECIL FLOURNOY
COMMUNITY DEVELOPMENT DIRECTOR

APPROVED FOR FORWARDING

WILLIE A. HOPKINS JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT WITH THE WIN PROJECT TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF HOUSING SUCCESSOR AGENCY- OWNED PROPERTY LOCATED AT 1716 EAST ROSECRANS AVENUE TO DEVELOP TWENTY - ONE (21) AFFORDABLE MULTI-FAMILY HOMES

WHEREAS, the former Community Redevelopment Agency ("CRA") of the City of Compton acquired the land located at 1716 East Rosecrans Avenue ("subject property"), and following the dissolution of the CRA, the subject property, consisting of approximately 15,920 square feet, was conveyed to the City, acting as the Housing Successor Agency; and

WHEREAS, on November 24, 2020, the Housing Successor Agency released a Request for Proposals inviting qualified developers to submit proposals to develop affordable housing units on various properties, including the subject property; and

WHEREAS, staff reviewed the proposals submitted and determined that the proposal of The WIN Project to develop twenty- one (21) affordable multi-family homes was the highest and best use for the site and would accomplish the City's goal of new affordable housing; and

WHEREAS, the proposed development would include a site plan of 21 live-work affordable apartments with 1,100 square feet of retail work space, in addition to a community garden and illuminated walking paths; and

WHEREAS, the subject property has experienced blight and the proposed development meets the goals of the City to improve the neighborhood conditions and provide affordable home ownership opportunities to low to moderate income families. The Project will stimulate further private investment in the area and beautify the Rosecrans Avenue corridor; and

WHEREAS, The WIN Project has over twenty (20) years of experience as a non-profit Affordable Housing Developer specializing in high-impact affordable and general housing development projects in urban neighborhoods; and

WHEREAS, staff is recommending that the City, acting as the Housing Successor Agency enter into an ENA with The WIN Project for a six (6) months or one hundred eighty (180) days period; and

WHEREAS, upon successful negotiation of a Purchase and Sale Agreement, staff will present a proposed purchase price to the Housing Successor Agency at a future date for consideration.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS THE HOUSING SUCCESSOR AGENCY HEREBY RESOLVES AS FOLLOWS:

Section 1. That the City Manager, upon the advice and approval of the City Attorney, is hereby authorized to enter into an Exclusive Negotiation Agreement, for a period of six (6) months or one hundred eighty (180) days, with The WIN Project to work out the terms and conditions of a Purchase and Sale Agreement for the Disposition and Development of Housing Successor Agency-owned property located at 1716 East Rosecrans Avenue, Compton, to develop up to twenty - one (21) affordable multi-family homes.

Section 2. That there is no negative fiscal impact to the General Fund with the approval of this Resolution.

Section 3. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, Housing Successor Agency, and City Clerk.

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

ADOPTED this _____ day of _____, 2025.

_____
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, Satra Zurita, 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 _____, 2025.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

EXCLUSIVE NEGOTIATION AGREEMENT
(1716 East Rosecrans Avenue)

THIS EXCLUSIVE NEGOTIATION AGREEMENT (the "Agreement") is entered into as of ___ _____, 2024 ("Reference Date"), by and between the City of Compton, a municipal corporation (the "City") and The WIN Project, a California nonprofit public benefit corporation (the "Developer"), on the terms and provisions set forth below.

THE CITY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

I. [§100] Negotiations.

A. [§101] Good Faith Negotiations.

The City and the Developer, acknowledging that time is of the essence, agree for the Negotiation Period (as defined in Section 102 below) to negotiate diligently and in good faith the terms and conditions pursuant to which the City may dispose of and the Developer may develop a certain approximately .365-acre portion of real property (the "Site"). The Site is more particularly described in Exhibit A, "Legal Description," attached hereto and incorporated herein by reference, and is shown on the "Map of the Site," attached hereto as Exhibit B and incorporated herein by reference. Subject to the terms and conditions contained herein, the City agrees, for the Negotiation Period, not to negotiate with any other person or entity regarding the disposition or development of the Site or any portion thereof.

Among the issues to be addressed during the Negotiation Period are: (1) the terms and conditions under which the Site will be conveyed by the City to the Developer; (2) the Developer's affordable housing financing program to develop the Site; (3) the design and aesthetic considerations of the development of the Site, including but not limited to configuration of the development, site density, site circulation and access to surrounding properties; (4) all planning and land entitlement processes and requirements; and (5) all permitting and environmental reviews and processes.

B. [§102] Duration of this Agreement.

1. Except as hereafter provided, this Agreement shall expire on the first anniversary of the Reference Date (the "Negotiation Period").

2. Either party shall have the right to extend the Negotiation Period for up to an aggregate of one hundred eighty (180) days.

3. In the event the Developer has not during the Negotiation Period continued to negotiate diligently and in good faith, the City shall give written notice thereof to the Developer. Following the receipt of such notice and the failure of the Developer to thereafter commence negotiating diligently and in good faith within ten (10) business days thereafter, this Agreement may be terminated. by the City Manager.

4. This Agreement shall be superseded upon mutual approval by the parties of a purchase and sale agreement, disposition and development agreement or similar binding agreement with respect to the disposition and development of the Site (the "Binding Agreement").

C. [§ 103] Deposit.

The parties acknowledge and agree that the City will expend, and has expended, considerable resources in the negotiation and review of the proposed development of the Site. To offset a portion of the staff, legal and other consulting costs that the City will incur during the Negotiation Period, and in consideration of the costs to be incurred in furtherance of this Agreement, the City shall use the Five Thousand Dollars ($5,000.00) that the Developer deposited with the City prior to the Reference Date ("Deposit") for the purpose of reimbursing the City for reasonable, third-party out-of-pocket costs it incurs during the course of negotiating a Binding Agreement as provided herein. Subject to Developer's rights as provided in this Section 103 below, the City shall from time to time and no more frequently than once every thirty (30) days during the Negotiation Period withdraw monies from the Deposit to reimburse it for out-of-pocket costs and expenses incurred and paid by the City. Prior to the date of such withdrawal, the City shall notify the Developer and include with such notice a copy of invoices to be paid with the proceeds of each such withdrawal (collectively, the "Draw Request"). If Developer, in its reasonable good faith discretion, determines that the City is not entitled to disbursement for the amount set forth in the applicable Draw Request, then Developer shall deliver to the City written notice of such objection to all or any portion of such Draw Request within five (5) business days following Developer's receipt of such Draw Request (including a statement in reasonable detail of the reason(s) for such objection). If Developer so objects to all or any portion of a Draw Request, then Developer and the City acting reasonably and in good faith shall seek to promptly resolve their differences so that such Draw Request can be agreed and funded. If Developer does not timely deliver such written objection notice, then the City shall withdraw the amount set forth in such Draw Request.

Subject to the foregoing, including Developer's right to dispute any such Draw Request as provided in this Section 103 above, upon the expiration or termination of the Negotiation Period as herein provided, the Deposit (less the amount of out-of-pocket expenses then incurred by the City and not previously reimbursed or paid by withdrawals from the Deposit), shall be returned to the Developer, and neither party shall have any further rights against or liability to the other under this Agreement.

II. [§200] Development Concept.

A. [§201] Scope of Development.

The negotiations hereunder shall be based on a development concept that shall include the development on the Site as a mixed-use multi-family development that provides ground floor commercial with work force housing on the remaining floors .

Within One Hundred Eighty (180) days following the Reference Date, the Developer shall do the following:

- Submit a project scope, conceptual architectural rendering, and unit counts that identify the proposed number of bedrooms, bathrooms, and square footage.

- Submit a development budget, description of sources and uses of funds for development, and pro forma showing income and operational expenses.

- Submit a description of the unit mix, rental rates and tenant income restrictions.

B. [§202] Developer's Findings, Determinations Studies and Reports.

Upon reasonable notice, as from time-to-time requested by the City, the Developer agrees to make oral and written progress reports advising the City on all matters and all studies being made by the Developer.

III. [§300] The Developer.

A. [§301] Office of the Developer.

The principal office of the Developer is:

The WIN Project
2945 Westwood Blvd.
Los Angeles, CA 90064

B. [§302] Full Disclosure.

The Developer confirms that it has as of the Reference Date made full disclosure to the City of its principals, officers, major stockholders, major partners, joint venturers, key managerial employees and other associates, and all other material information concerning the Developer and its associates. The Developer shall promptly notify the City in writing of any significant change in the principals, associates, partners, joint venturers, negotiators, development manager, consultants, professional and directly-involved managerial employees of the Developer. The Developer will be required to make and maintain full disclosure to the City of its methods of proposed financing to be used in the acquisition and development of the Site.

IV. [§400] City Assistance and Cooperation.

Within One Hundred Twenty (120) days of the Reference Date, the City shall cooperate fully in providing the Developer with all requested information as may be available to the City and relevant to the proposed development of the Site, including, but not limited to a preliminary title report, and Phase I and Phase II environmental reports pertaining to the Site.

Within One Hundred Twenty (120) days of the Reference Date, the City shall either (1) obtain an appraisal of the Property in order to help determine the purchase price and deliver a copy to the Developer, or (2) agree to use the former appraisal for the Property, dated January 28, 2022. Likewise, the City shall provide a title report of the Property to the Developer.

During the Negotiation Period, the City shall upon execution of an access agreement reasonably acceptable to the Developer and the City, permit the Developer access to the Site for the purpose of carrying out physical and environmental inspections and tests.

A. [§401] Counterpart Provision.

This Agreement may be executed in counterparts, which counterparts shall be construed as a single document and have the same effect as if all of the parties had executed the same instrument.

B. [§402] City Council's Public Hearing.

A Binding Agreement resulting from the negotiations hereunder shall become effective only after and if the Binding Agreement has been considered and approved by the City Council of the City at a public hearing called for such purpose.

V. [§500] Real Estate Commissions.

The City shall not be liable for any real estate commissions or brokerage fees which may arise therefrom.

VI. [§600] Limitations of this Agreement.

The City and Developer understand and agree that: (a) neither the City nor the Developer are under any obligation whatsoever to enter into a Binding Agreement with respect to the disposition or development of the Site; and (b) the City is not hereby committing itself to undertake any other acts or activities requiring the subsequent independent exercise of discretion by the City or any department thereof. In the event the Developer and the City shall fail to enter into a Binding Agreement prior to the expiration or termination of this Agreement, subject to parties' right to extend the Negotiation Period as provided in Section 102 of this Agreement above, the City shall be free to negotiate with any individual or entity with respect to the disposition and development of the Site.

This Agreement does not constitute a disposition of property or exercise of control over property by the City. Execution of this Agreement by the City is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the City as to any binding agreement with respect to the disposition or development of the Site and all land decisions in connection therewith.

VII. [§700] Assignment.

This Agreement may not be assigned or otherwise transferred by the Developer without the prior written consent of the City Manager, which consent shall not be unreasonably withheld, conditioned or delayed.

VIII. [§ 800] Notices.

A notice or communication under this Agreement by either party to the other shall be sufficiently given or delivered, if in writing and delivered by reputable overnight messenger, or

certified first class mail with return receipt requested (for U.S. mailings) or when sent by electronic mail ("email") to the appropriate party at its address as follows:

In the case of a notice or communication to the City:

City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
Attn: Willie A. Hopkins Jr., City Manager
Telephone: (310) 605-5585
Email: whopkins@comptoncity.org

with a copy to:

City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
Attn: Eric J. Perrodin, City Attorney
Telephone: (310) 605-5582
Email: eperrodin@comptoncity.org

and

Richards, Watson & Gershon
350 S. Grand Ave., 37th Floor
Los Angeles, CA 90071
Attn: Jim G. Grayson, Esq.
Telephone: (213) 253-0260
Email: jgrayson@rwglaw.com

In the case of a notice or communication sent to the Developer:

The WIN Project
2945 Westwood Blvd.
Los Angeles, CA 90064
Attn: Regina Young, Executive Director
Telephone: _____
Email:

with a copy to:

Allen Matkins
865 S. Figueroa St., Suite 2800
Los Angeles, CA 90017-2795
Attn: Caroline Parks, Esq.
Telephone: (213) 955-5671
Email: cparks@allenmatkins.com

Any such address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. Notices by overnight messenger shall be deemed delivered on the next business day, or, if mailed, on the delivery date or attempted delivery date shown on the return receipt or if by email, when sent.

IX. [§ 900] Amendments.

This Agreement may be amended or modified only by a written instrument signed by both the City and the Developer.

X. [§ 1000] Non-Waiver.

No waiver made by either party with respect to the performance, or manner or time of performance, or any obligation of the other party or any condition to its own obligation under this Agreement will be considered a waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived, to the extent of such waiver, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

XI. [§ 1100] Non-Liability.

No official, agent or employee of the City will be personally liable to the Developer in the event of a default by the City. No director, officer, agent or employee of the Developer will be personally liable to the City in an event of default by the Developer.

XII. [§ 1200] No Third Party Beneficiaries.

This Agreement is for the exclusive benefit of the parties to this Agreement and not for the benefit of any other person and shall not be deemed to have conferred any rights, express or implied, upon any other person.

XIII. [§ 1300] Entire Agreement.

This Agreement (including the attachments and exhibits) contains the entire agreement between the parties with respect to the subject matter of this Agreement.

XIV. [§ 1400] Relationship of the Parties.

The subject of this Agreement is a private development with neither party acting as the agent of the other party in any respect. None of the provisions in this Agreement shall be deemed to render the City a partner in the Developer's business, or joint venturer or member in any joint enterprise with the Developer.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on the day and year first above written.

CITY:

CITY OF COMPTON,
a municipal corporation

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

DEVELOPER:

The WIN Project,
a California nonprofit public benefit corporation

By: _____
Name: Regina Young
Title: Executive Director

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Eric J. Perrodin, City Attorney

ATTEST:

_____
Satra Zurita, City Clerk

EXHIBIT A

DESCRIPTION OF THE SITE

The land referred to herein below is situated in the City of Compton in the County of Los Angeles, State of California, and is described as follows:

That portion of Lot 10 of Tract No. 14585, in the City of Compton, County of Los Angeles, State of California, as per map recorded in Book 313, Pages 12 and 13 of Maps, in the Office of the County Recorder of said county, lying northerly of the northerly line of the land described in deed to the City of Compton, recorded on June 10, 1953 as Instrument No. 2446, Book 41937, Page 148 of Official Records, in the Office of the County Recorder of said county.

Except therefrom the westerly 105 feet of said land.

APN: 6184-002-901, 6184-002-902

EXHIBIT B

MAP OF SITE

[To be provided.]

The WIN Project
2945 Westwood Blvd
Los Angeles, CA 90064
(323) 377-6501 fax (323) 315-9335



A. Proposal Cover Letter

Applicant:

The WIN Project, Inc.

Federal Tax ID/EIN 95-4745476

2945 Westwood Blvd, Los Angeles, CA 90064

Regina Young, Executive Director

win@thewinproject.org

(323) 377-6501

Paul Reyes-Fournier, Development Specialist – Primary Contact

Paulrf46@gmail.com

909 486-8453

The WIN Project wishes to enter into an exclusive negotiation agreement (ENA) for the following three (3) parcels:

1716 E. Rosecrans Ave.- 15,877 square feet- 6184-002-902

1113-1125 W. Rosecrans Ave. – 18,352 square feet – 6144-018-905 & 6144-018-907

1417 S. Long Beach Blvd. – 56,509 square feet – 6164-008-901, 6164-008-902, 6164-008-903, 6164-008-904 & 6164-008-905

The WIN Project will develop affordable resale single family housing. Each house will have a two-car garage in addition to the following square footage:

1716 E. Rosecrans Ave - 5 single family houses (1400sf)

1113-1125 W. Rosecrans Ave - 6 single family houses (1250 sf)

1417 S. Long Beach Blvd. – 18 single family houses – (1440 sf)

The houses will utilize a zoning regulation that will allow for smaller lot sizes and maximum number of houses being built. Each home will be designed with energy efficient technology.

The houses will be built to affordability standards using the HUD HOMES guidelines for resale pricing and household income limits. The WIN Project will work closely with Los Angeles County to assist low-income home buyers to access special homeownership programs including First Home Mortgage Program and Home Ownership Program.

The WIN Project is a 501 (c) 3 nonprofit in good standing. It has been the managing partner of several low-income/homeless housing projects for more than 20 years. We have a long and

accomplished relationship with the City of Compton. We currently own and manage four low-income housing project in Compton. Each were put into service in 2013 with DDA purchase agreement with the City of Compton. All of our projects are current and in good standing.

The WIN Project is an approved partner in good standing of the Los Angeles Homeless Services Authority which serves as the vetting provider for the Los Angeles Continuum of Care.

B. Development Concept for the Site

Narrative description

Type V construction, Single-Family homes. 1200-1400 square foot homes, 360 sq ft 2-car garages

We are striving to maximize the number of high-quality yet affordable, for-sale, single family houses at each site. The city's zoning code mandates that the smallest possible lot for housing should be 5,000 sf per house, typical of most cities in Southern California. What this has done, over the years, has forced builders to build larger, more expensive homes in order to recuperate their land acquisition and development costs. Cities are now trying to help keep costs down for new homeowners by shrinking the minimum lot size, thereby allowing a greater number of houses to be built on a development. This is both more sustainable because houses are smaller, with smaller footprints and less to cool and heat, and yards are smaller so there is less to maintain and water, and then it provides more affordable housing to residents in the Los Angeles area.

Our goal is to provide as many for-sale homes as possible, at as affordable a cost to the homeowner as possible, while preserving the qualities that make single family homes and neighborhoods so desirable. To that end, we have talked to the senior planner in Compton to come up with a strategy, using an approved precedent already being approved in Compton for visually small parcels as a Specific Plan modification, to create actual, smaller single-family lots that are approximately 2,000 sf. This reduced-lot strategy has been adapted in different ways to each of the proposed project sites. At 1113 W Rosecrans, with its tapering size and major street frontage, these lots utilize shared driveways for efficiency, and maximize private outdoor yard space. This allows the public-facing street frontage to be developed as open green space, rather than the typical fences seen along all the backyards of the adjacent single family lots. At 1716 E. Rosecrans and 1117 Long Beach Blvd, where the sites can be accessed via a rear alley, lots can be narrow, linear lots from alley to street, creating private backyard spaces, and large public-facing green front yards.

A common theme to all three sites is keeping a single-family identity - with yards, detached houses, and a private two-car garage - while achieving increased affordability through density and smart design. Plus, these sites are also urban, located on large, wide streets, where the typical open front yard of old subdivisions does not make sense, thus there is an opportunity to create outdoor shared spaces for the residents of each site, that act as a larger buffer between the intimacy of the home and bustle of the boulevard. By creating these neighborhood parks, residents have the opportunities to mingle, relax, grow vegetables even, in a shared space,

encouraging the interaction and overlap of a community, often lost in single family neighborhoods.

Sustainable design is also an essential part of the projects. It is crucial that the design of the homes, and especially the roofs, be driven with energy-efficient solutions. These homes are green, minimizing carbon emissions by maximize south-facing roof surface area for solar panels while creating shaded overhangs to passively protect the large windows, simultaneously lowering energy consumption while increasing energy generation. Green spaces support water table retention and rain-water catchment. Passive cooling design strategies incorporate operable windows to allow for cooling cross breezes. Interior appliances are energy efficient and materials are durable, yet sustainable, using permeable pavers, concrete board instead of wood siding, and materials with low VOC's to reduce harmful chemicals in carpeting, woodwork, and paint throughout the homes. All of these site-wide design elements work to reverse our traditional high-consumption model of single-family home design, because less is more.

List of home and site amenities:

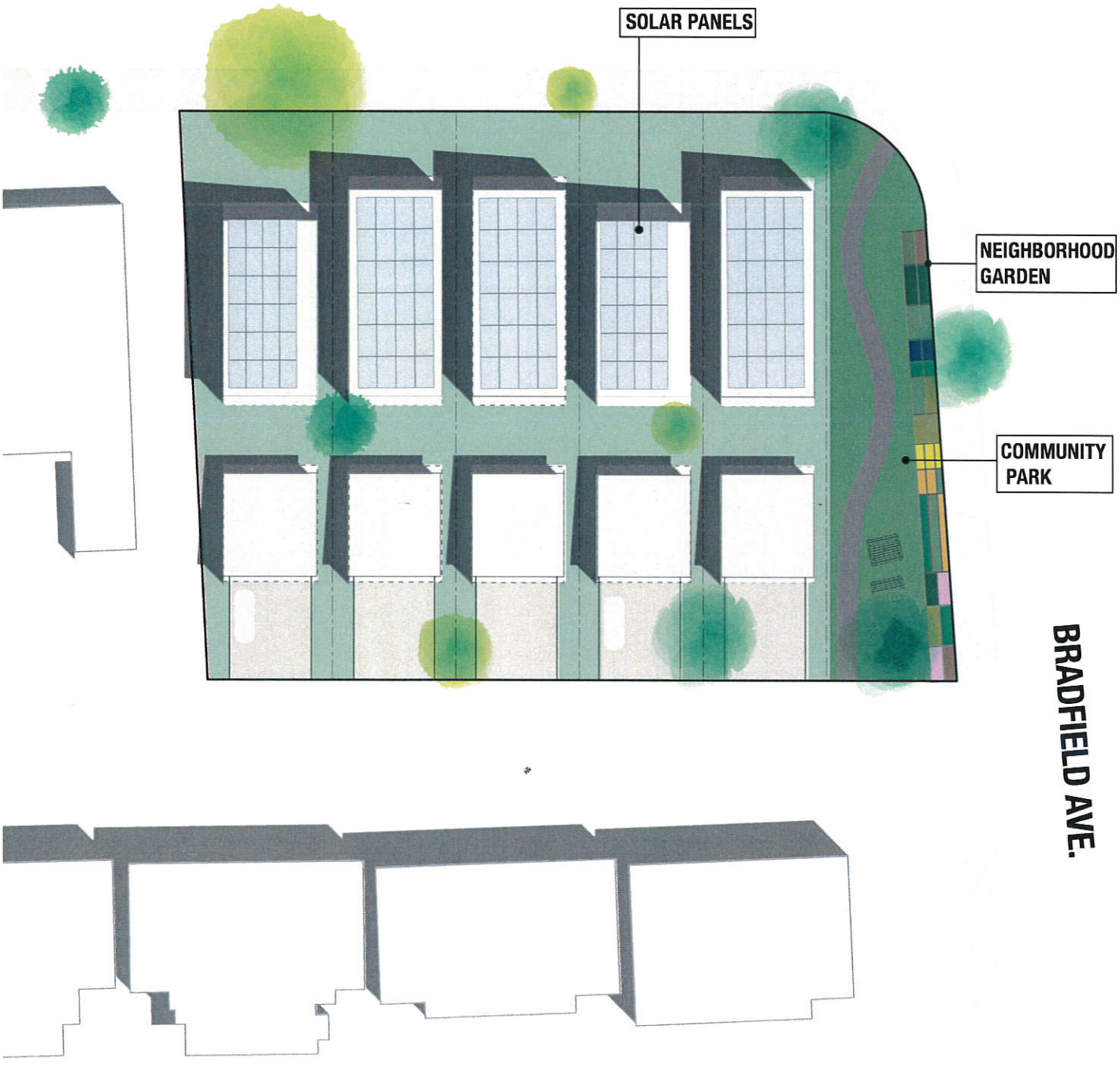
- efficient solar panel strategies for house and garage
- neighborhood gardens
- community park spaces
- illuminated, natural walking paths
- passive cooling and lighting
- cool roof
- high efficiency windows, heating, and cooling systems
- low VOC paint, materials, and millwork
- planned addition to garage or conversion interior spaces to ADU's and JADU's

Rental Income and Additional Housing built in:

Lastly, by utilizing existing State legislation, AB2299 and SB1069, we can further help to support the homeowners of Compton by incorporating into the base single family design the ability to create ADU's above the garage and JADU conversions of interior space to allow homeowners to generate rental income to offset the cost of their mortgage while also providing additional units to the community. This will potentially double, if not triple, the number of dwelling units on each property. It is a win-win for the homeowner and the City. Compton gains a sizable increase in its housing stock, homeowners get the opportunity for increased income, or a separate unit for extended family. These ADU's are being converted and built all around the County of Los Angeles within existing lots, yet building them into new developments from the start is innovative. This approach puts housing first. The ADU's are not shown in the proforma since they are developed after the certificate of occupancy for the houses is given.

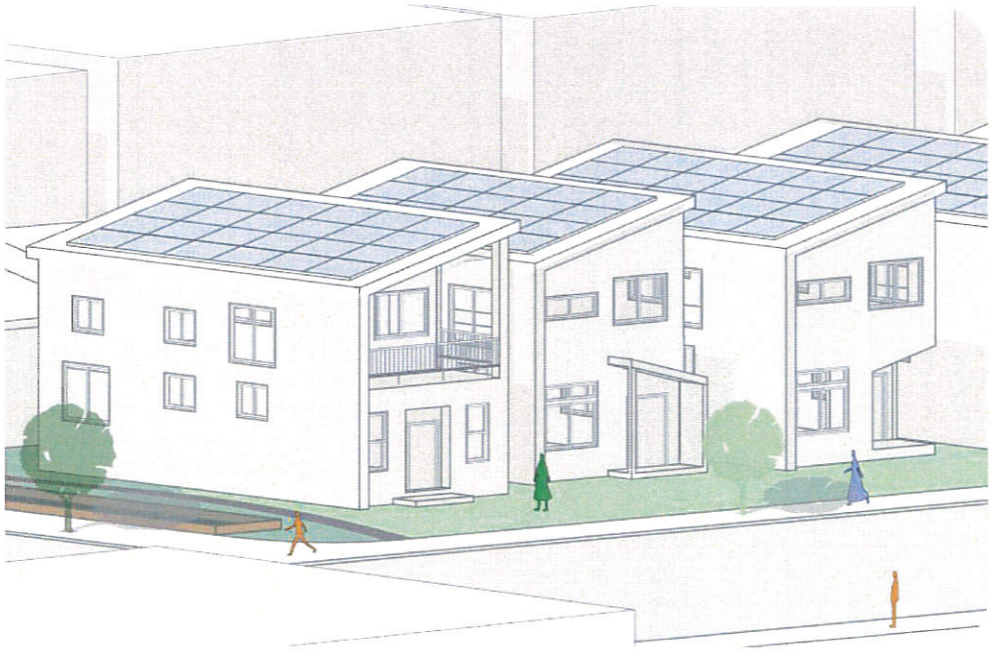
<u>Conceptual site plan</u>

E. ROSECRANS AVE.



1716 E. ROSECRANS AVE.

42 ARCHITECTURE





1716 E. ROSECRANS AVE.

42 ARCHITECTURE

Project's Fiscal Impacts and Fiscal Benefits to the City of Compton

If all three properties are developed, this will increase the affordable housing stock by 29 single family houses. These will be income restricted by deed so that the equity will be gained over the life of ownership, assuming that the single owner does not transfer the property over the life of the loan. We will work with the Los Angeles County housing department to find qualified homeowners that meet the HUD HOME program limits.

Above ground utility lines information

Current sites do not seem to have any above ground utility lines. Development is going to need to probably allow $80,000 at each site for electrical upgrades, to potentially install a parcel-wide transformer with underground power feeds. Long Beach Blvd site could be higher.

Sewer and water line improvements

We didn't find any, but would require further research with the utility companies. It appears each site has not been developed before, which would mean that there is no underground water, sewer or gas services. There might be neighborhood scale through-lines.

Carbon Dioxide Emission Reduction

Reducing carbon dioxide in buildings can be easy if they are designed from the beginning to be efficient and sustainable. Energy use for heating, cooling, and lighting are the largest contributors to CO2 emissions, and passive cooling strategies with overhangs to keep out the sun and natural ventilation are easy building design solutions. High efficiency equipment, low-energy lighting, and continuous insulation keep electricity usage down on those hot days when passive strategies aren't enough. Combined with generous roof areas for generating solar energy, we can dramatically reduce our carbon footprint.

C. Identification of Developer and Associates

Managing General Partner/ Fiscal Agent

Name: The WIN Project

Address: 2945 Westwood Blvd Los Angeles 90064

Phone: (323) 377-6501 Email: win@thewinproject.org

The WIN Project has over 20 years of experience as a non-profit developer specializing in high impact affordable and general housing development projects in urban neighborhoods. We have been involved in countless development projects spanning our history, working as a partner to private developers and other developer agencies and municipalities. Our expertise includes: land use and planning, real estate appraisal, development and sales, consultation for housing, land acquisition and urban blight projects, eminent domain relocation and acquisition and general project management.

Regina Young – Executive Director – The WIN Project

Regina Young is the Executive Director of the WIN Project and has been in real estate since 1988. She is a licensed real estate broker in California and has multiple real estate transaction to her name, including HOME and NSP funded affordable housing developments in Riverside, Los Angeles, Compton, and Lynwood. Since 1999, she has been the executive director of the WIN Project, a 501 (c) 3 nonprofit affordable housing developer. As the executive director of a nonprofit organization, Regina Young has access to more resources than most developers. She understands a large array of funding sources as well as the intricacies of permitting and governmental permission.

REGINA YOUNG
2945 Westwood Blvd
Los Angeles, CA 90064
(323) 377-6501

Summary OF QUALIFICATIONS

- Twenty-Seven years experience in real estate development and sales
- Twenty – Seven years experience project development
- Twenty- Seven years experience project manager
- Extensive experience with low- and moderate-income families in first time home ownership, relocation, and homeowner education
- Work with federal, state, and local government guidelines, reports, forms, contracts

RELEVANT SKILLS AND EXPERIENCE

- Housing development, new construction, rehabilitation, move-on
- Consultation for housing/land acquisition/urban blight projects, affordable housing development
- Real estate, rental negotiations, HUD low income housing guidelines, city, state, and federal regulation guidelines, and report preparation
- Managed and supervised housing developments
- Knowledge of building and safety codes
- Licensed by the California Department of Real Estate
- Computer Literate, Microsoft Word, Excel

WORK HISTORY

1999 – Present	**The WIN Project,** Executive Director 2945 Westwood Blvd Los Angeles, CA 90064
1988 – Present	**C21-Exclusive Reality,** Agent Los Angeles, CA 90065

EDUCATION

1985	Cal State Long Beach Masters, Criminal Justice
1979	Cal State Sacramento Bachelors, Criminal Justice

General Contractor/Project Manager

Name: Quality Building Contractors Co.

Address: 6550 Purdy Ave, Bell Gardens, CA 90201

Phone: (323) 236-0734 Email:

CEO/License qualifier: Jesse Mendoza Trujillo

Jesse Mendoza Trujillo 6550 Purdy Ave,
Bell Gardens, CA 90201|323-236-0734|

EXPERIENCE

Quality Building Contractors Co. *(General Contractor, state lic # 984034)* Bell Gardens, CA **President**

Significant accomplishments include:

- Oversaw the development of over 80 residential properties
- Properties range from single family residences to multi-unit properties

Sample List of Work:

1. The following is a list of projects I have overseen in the last 2 years, as General Contractor of Quality Building Contractors.

    a. Completed Projects:
        1. 1343 Wildwood Dr, Los Angeles, CA 90041(sold on 2/28/19)
        2. 1717 N Avenue 56, Los Angeles, CA 90042 (sold on 1/10/20)
        3. 3801 Cazador St, Los Angeles, CA 90065 (sold on 2/19/20)
        4. 937 Lucile Ave, Los Angeles, CA 90026 (sold on 6/8/20)
        5. 1124 Coronado Terrace, Los Angeles, CA 90026 (sold on 12/1/20)

    b. Active Projects (Current):
        1. 2412 Reservoir St, Los Angeles, CA 90026
        2. 325 Robinson St, Los Angeles, CA 90026

Experience

The WIN Project was founded with the foundational belief that everyone deserves a safe and affordable place to live in which the tenant can have pride and hope for the future. It is around this central truth that this team was formed. The WIN Project has been working with South LA

Development Group for nearly two decades, developing affordable housing targeting at-risk and chronically homeless throughout the county of Los Angeles. As a recent example, the 13 units in the City of Compton, California stand out. In 2008, the City of Compton announced the availability of apartment units that were in disrepair. The WIN Project and South LA Development Group won the right to repair and manage these units using Neighborhood Stabilization funds. The units are entirely low-income at the 60% median or lower income levels. They are being currently being managed and owned by The WIN Project as the managing partner. The WIN Project is in good standing with all the municipalities in which it has worked and the two entities are in conversation about other available land to continue the necessary work of the area. This is only one of many projects that The WIN Project and Quality Building Contractors have created together. The following is a partial list of other projects they have developed that target the homeless, at-risk, and special needs populations, each of which were funded through municipal funds:

- 641 W. Stockwell St., Compton, CA 90222
- 155 Racquet Club, City of Compton
- 9779 Hemlock Hesperia CA
- 7490 Oak Hill Road Hesperia CA
- 21661 Oak Street, Perris CA 92570
- 12698 Hansa Ct, Lynwood, CA 90262 – NSP
- 3686 Virginia St. City of Lynwood CA 90262 – NSP
- 11641 Pope St. City of Lynwood. CA 90262 – Blight Mitigation
- 2971 Fernwood Ave, City of Lynwood – Blight Mitigation
- 2975 Fernwood Ave, City of Lynwood – Blight Mitigation
- 2979 Fernwood Ave, City of Lynwood – Blight Mitigation
- 2981 Fernwood Ave, City of Lynwood – Blight Mitigation
- 1343 Wildwood Dr, Los Angeles, CA 90041
- 1717 N Avenue 56, Los Angeles, CA 90042
- 3801 Cazador St, Los Angeles, CA 90065
- 937 Lucile Ave, Los Angeles, CA 90026
- 1124 Coronado Terrace, Los Angeles, CA 90026

The WIN Project has a current and mutually beneficial relationship with the City of Compton. Currently, it owns and manages four low-income housing developments that were purchased and

developed through the National Stabilization Program through the City. All of the buildings are deed restricted for low-income individuals and are in good standing. The deeds can be delivered upon request. The buildings are located at

- 1418 S. Temple Ave
- 135 E. Caldwell St.
- 110 N. Bradfield Ave.
- 1404 W. 130th St.

Cross-Roads to Housing, Education and Community Opportunities Inc.
2006 East 103rd Street, Los Angeles, CA 90002

Los Angeles County Development Authority
700 West Main Street
Alhambra, CA., 91801

January 20, 2021

To Whom It May Concern,

I am pleased to write this letter of recommendation for the WIN Project.

Cross-Roads to Housing, Education and Community Opportunities (Crossroads) has partnered with the WIN Project on several affordable housing and community betterment projects in Los Angeles County, for over twenty years.

They have served as valuable consultants to us during our partnerships with the City of Los Angeles, City of Compton, City of Lynwood and the County of Los Angeles in providing single unit and multiunit affordable housing.

As such, we strongly recommend them in their application to continue to serve the citizens of Los Angeles County affordable housing needs.

Please contact me if you have any questions at 213.300.7804

Sincerely,

Gregg Bynum, Director

REAL PROPERTY MANAGEMENT

January 19, 2021

Miles Williams

Real Property Management Southland

3450 E. Spring St. STE 209

Long Beach, CA 90806

562.270-1777

To Whom it may concern:

We have worked with Regina Young and The Win Project for five (5) years. Real Property Management Southland is a property management company managing 500 units from our office in Long Beach. We strive to work with owners who take pride in their properties and allow us to deliver a quality living environment.

Over the years working with Regina, and The Win Project has been a pleasure. we have had a great working relationship with both Regina, and her organization. It is evident that Regina cares about her properties and the residents living there. Her Properties are commonly the nicest on the block.

Given the opportunity, we would love to continue working with The Win Project and hope to grow with them.

If you have any further questions, I'd be happy to to speak with you.

Sincerely,

Miles Williams

Owner/CEO-Real Property Management Southland

D. Development Team Qualifications

Architect

Name: office42 Architecture

Address: 1515 Echo Park Avenue Los Angeles, CA 90026

Phone: (213) 278-0703 Email: sragle@o42arch.com

Stephanie Ragle – Principle Managing Architect – office42 Architecture

office42 is an architecture studio founded in 2007 by the husband and wife team Stephanie and Ben Ragle in Los Angeles. It was started on the premise that good design, innovation, and creative solutions should be available to all. After living and working in Europe, India, and New York, they moved back to Los Angeles to synthesize and put into action these diverse experiences and opened a small design studio in Echo Park. Over the last decade, office42 has become rooted in the architectural philosophy of impactful design. Combining good design and social justice, building a community of clients and stakeholders, and empowering homeowners and new business entrepreneurs through innovative design, office42 enjoys working with all types of residential and commercial projects - from single-family homes and multi-family housing, to new ventures like restaurants and offices, to assisting non-profit organizations. For each project, queries not initially obvious are formed and innovative solutions are provided that meet the unique needs and budget of the client. office42 appreciates the problem-solving collaboration that is experienced with supportive clients and enjoys helping people design their lives. From schematic design through the end of construction, clients are guided through the difficult process of turning vision into reality.

It was the shared passion that brought The WIN Project and office42 Architecture together. office42 has experience in both housing and community development in Southern California with some exceptional designs completed in the City of Los Angeles. Among them is the 226 units permanent supportive housing complex at 520 S. Julian in Los Angeles. This SRO complex was completed under budget and with no changes to plans required. This is a feat that is envious among architects. Other projects include:

- 1215 Lodi Place, Los Angeles – 64 units – Interim housing for homeless women
- 1525 W 8th Street, Los Angeles – 14 bed – Senior living facility
- 13604 Sherman Way, Van Nuys – 63 units – Supportive public housing
- 8101 S Vermont, Los Angeles – Community Commission Headquarters – Community Space

Stephanie Ragle
Principal Architect
office42 architecture
2620 n. figueroa street
los angeles, ca 90065
323.352.8982 o
www.o42arch.com

Impactful Design

Innovation and creative solutions should be available to all

office42 architecture was started over a decade ago in apartment #42 in downtown Los Angeles in the Arts District and the firm was founded on one simple premise: Good design, innovation, and creative solutions should be available to all.

office42 architecture is a mission-driven architecture firm that believes in strong communities and providing high-quality design for every budget. Through good design, strong planning, and clear communication, we help individuals, companies, and communities to realize their vision for their homes, offices, and community spaces. We believe that good design can change and improve people's lives and that architecture is a vehicle for positive change. We hope to enable our clients to become partners in their project through knowledge about costs and process so that together we can work as a team to create something amazing. We also design each project's process with a high level of client communication and strategic planning so that the outcome is a success.

The firm's mission is routed in social justice. office42 believes first and foremost in impactful design. That includes bringing a high level of professional experience to as broad of an audience as possible, and that is why we are in the process of becoming a certified B-Corporation. Where people live, how they live, and the design of home environments have such a strong impact on people's lives. We see projects as more than just one building or one lot, more than just one location, but more of an opportunity to affect communities in a distinct and lasting way.

The key to this is to provide high-quality design and architectural services to clients with all types of needs, in all parts of the City, and with all levels of budget. We are problem solvers, often serving clients whose budget constraints would normally limit the design possibilities. We work with residential clients expanding housing - designing additions, new homes, Accessory Dwelling Units, and multi-family housing projects. We also work on commercial projects that are new ventures - designing new restaurants, office spaces, and retail stores. Lastly, we work with community organizations building their headquarters, community and teen centers, and beautifying schools and playgrounds. We take projects from the first conception to the end of construction, leading the team the entire way.

Because of our passion for providing innovative design solutions to all, we often take on projects that other firms won't. Whether the time-line is too short or the budget too small, office42 delivers thoughtful, creative design ideas that go beyond what was expected while maintaining project budget. Our enthusiasm and ability to handle the inevitable hiccups that happen during design and construction processes allows us to take on projects that are too difficult for other architects to complete.

We are small but mighty. We provide the attention and service to every project that only a smaller company can provide, while having the diverse experience and capabilities and management capacity of a much larger firm. We only work for good clients with good causes. The diverse work of office42 all has one common thread – good design for every budget.

o42 office42 ARCHITECTURE

office42



Loann Vu Clark
Studio Director, Architect



Stephanie Ragle
Principal Architect



Benjamin Ragle
Principal Architect



Nikki Moreno
Office Administrator



Jessica Miksanek
Job Captain



Nao Miyamoto
Project Manager 1



Danielle Lockareff
Project Manager 1



Alique Pempejian
Job Captain



James Oh
Architectural Designer 1



Hana Lemseffer
Architectural Designer 2



Eddie Cortez
Architectural Designer 1



Morgan Steinmann
Architectural Designer 1

Stephanie Ragle, RA, AIA

Principal Architect

Credentials:

Bachelors of Architecture, 1998
California Polytechnic State University, San Luis Obispo
Denmark's International Studies, Copenhagen, Denmark 1996-1997

Masters of Architecture, 2006
Southern California Institute of Architecture

Registered Licensed Architect since 2009

Membership & Awards:

SCANPH Member since 2017
AWA+D Member since 2018
American Institute of Architecture, since 2015
TEAM Business Network

Boards and Non-Profits:

Would Works
Girl Scout Leader, Troop #3815, Gold Award Recipient
Hilltop Child Development Center

Relevant Projects:

Skid Row Housing Trust Crest Apartments
13604 Sherman Way
Van Nuys, CA 91405
Design and Furnishing for 63 studio apartments, office and service spaces, community spaces, and outdoor eating and lounge areas

SRO Central and Simone Apartments

520 S. San Julian St	905 E. 6th St	507 S. Maple Ave
Los Angeles, CA 90021	Los Angeles, CA 90021	Los Angeles, CA 90013

226-units in each of these two projects with a total of three buildings - Furnished with beds, wardrobes, and office furniture needed to fill out the needs of the supportive services in these existing SRO apartment buildings

The ReFresh Spot
557 Crocker Street
Los Angeles, CA 90013
2,400 square foot parking lot turned into the City of Los Angeles' first pilot program Hygiene Station

South LA Cafe
3991 South Western Avenue
Los Angeles, CA 90062
Commercial tenant improvement of an existing 927 square foot laundromat to a new coffee shop

YWCA Women's Bridge Transitional Housing
1215 Lodi Place
Los Angeles, CA 90038
ADA upgrades to an existing Historic building in Hollywood to allow for the conversion to a women's shelter

office42 ARCHITECTURE

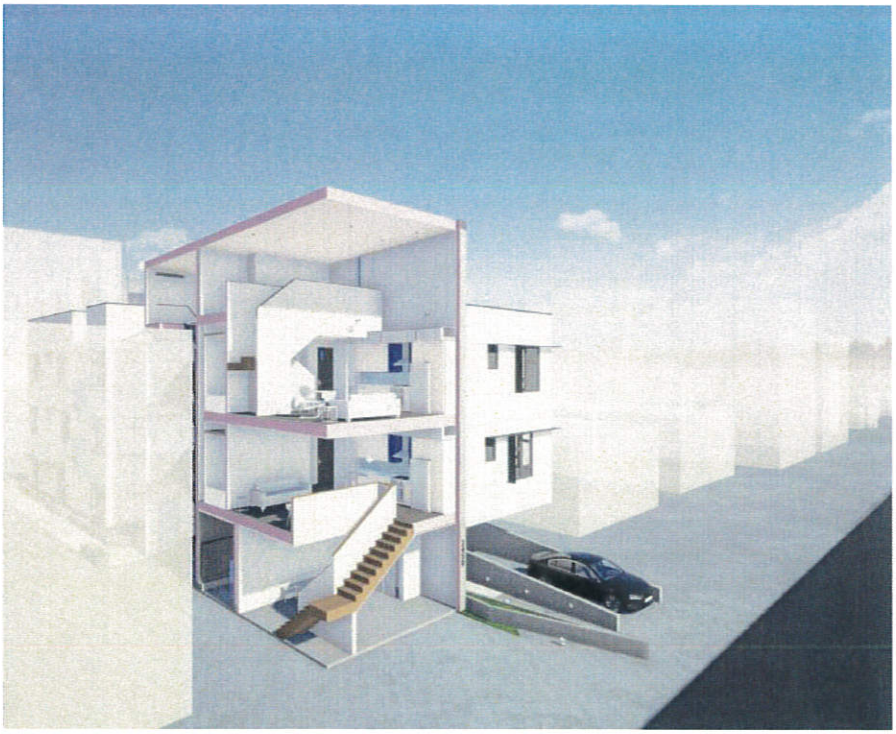


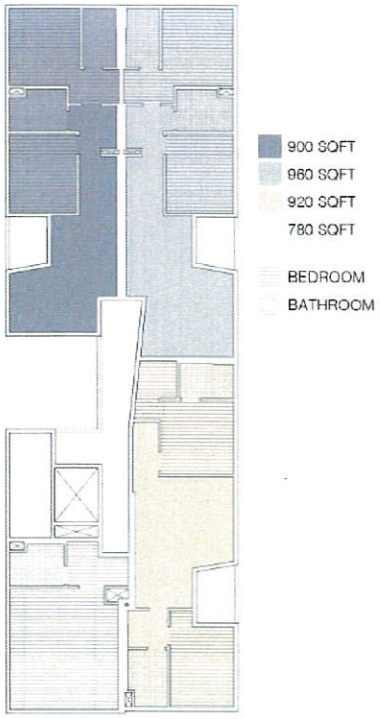
2450 Corinth Avenue
Los Angeles, CA 90064

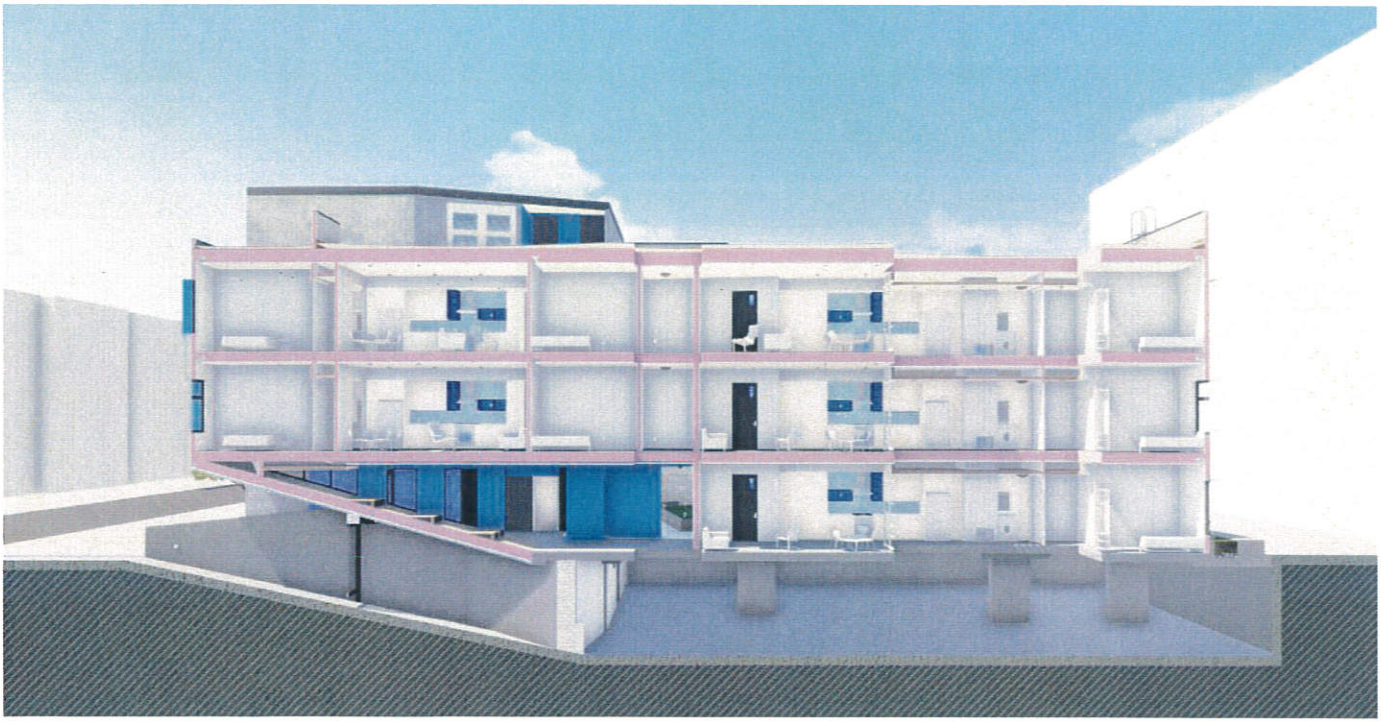
Corinth Apartments is a 10-unit, modern, efficient housing project that has both standard and low-income units to help expand housing in Los Angeles. The site is utilizing the city's Transit Oriented Community density bonus and reduced parking requirements to allow for the site to be maximized to its full potential. The 17,000 sf. three-story building has parking on the ground floor as well as one floor of subterranean parking, allowing for 11 parking spots for the tenants. The light-filled apartments are a mixture of 2-bedroom units wrapping the building from front to back and a front, lifted, vertical tower element that houses two-story studio apartments. Each unit includes a washer/dryer, private balcony, full kitchen with elegant finishes, and a bathroom for every bedroom. The facility also has an elevator for daily use, and provides long and short-term bike storage, individual tenant storage spaces, a ground floor lobby and common movie-theater area, and a tall, open-air, three-story patio space for tenants to enjoy. The site is landscaped throughout with drought tolerant plants and there are angled planters that expand and widen along the building to create spaces for sitting and enjoying the back yard space.

CORINTH HOUSING 10-Unit Apartments

o42 office42 ARCHITECTURE







Project Type
Apartment Complex
Size
17,000 sf.
Total Project Cost
$2,700,000
Construction Budget
$2,400,000

Consultants Utilized
MEP, Civil, Structural Engineers
Status
Construction Begins January 2020

office42 ARCHITECTURE







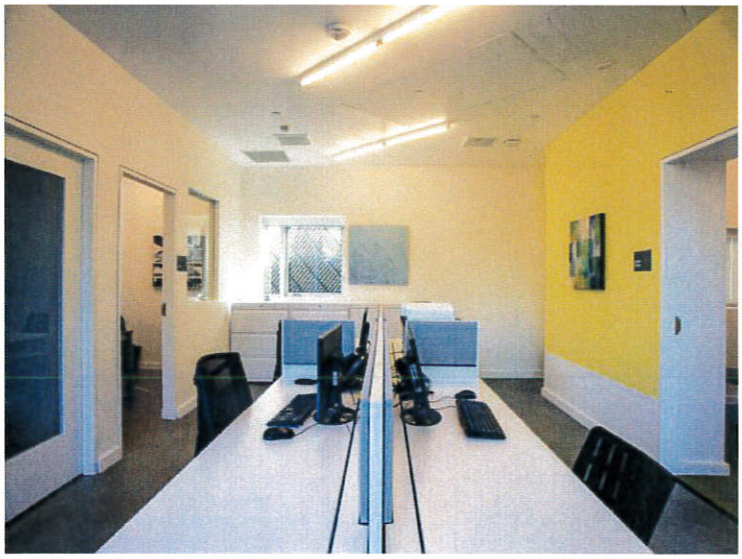
13604 Sherman Way
Van Nuys, CA 91405

The interior material palette and furniture for Crest Apartments, the 63-unit formerly-homeless housing project designed by Michael Maltzan Architecture was driven by the clean, honest, light modern aesthetic of the building design. Items were chosen and coordinated from the larger workstation desk systems down to the clocks and shower curtains for each room. The studio rooms were laid out with custom-designed, minimal metal and walnut wood laminate bed and drawer sets that met the needs of the tenants: easy to clean, bed-bug resistant, and modern but with a warm aesthetic. The exterior lounges and dining areas also have custom tables and benches of white metal powder-coated frames and sealed redwood as well as bright seats and tables for punches of color. Both pre-made and custom furniture areas also met the very tight budget of Skid Row Housing Trust. Timing was critical as well and items were provided in phases to allow for funding, construction, and move-in schedules and office42 met project budget and deadline goals.

SKID ROW HOUSING TRUST Crest Apartments

o42 office42 ARCHITECTURE



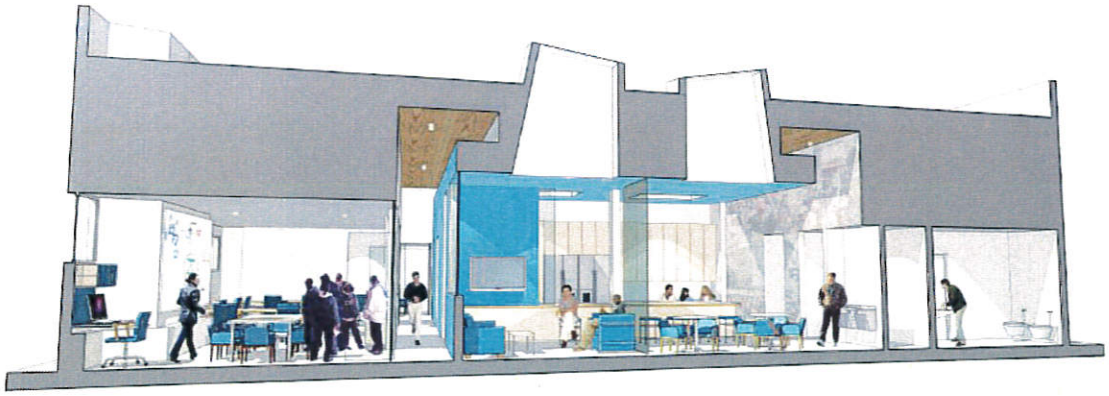




Project Type
Permanent Supportive Formerly Homeless Housing, Furniture and Interiors only
Total Project Cost (Total Building)
$35,000,000
Interior Construction Budget (Furniture Only)
$280,000

Size
24,572 sf. interiors, 1,609 sf. outdoor
Consultants Utilized
Furniture Dealer
Status
Completed December 2016

office42 ARCHITECTURE





8101 S. Vermont Street
Los Angeles, CA 90044

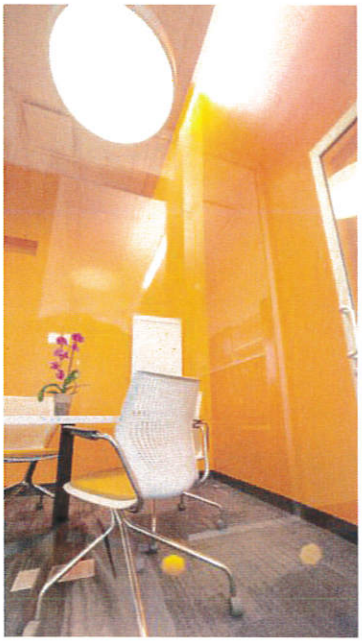
The complete renovation Community Coalition's South L.A. began with the simple gesture of relocating the entrance to its historic location at the corner to welcome people into the building. The ceilings are raised wherever possible to take advantage of the building's height roof structure, and new windows with more glass have been added to bring in natural light. The large conference room is now located along the exterior with direct outdoor access so that the community can see and participate in meetings. The central hub of the building is the open community lounge and large cook's kitchen and break area that have four large skylights washing light into the space. The center of the building is now open and vibrant, spilling energy and activity into the corridors and organizers' rooms. The entire space is state-of-the-art with smart boards and walls to write on with calls to action.

COMMUNITY COALITION HEADQUARTERS Teen & Community Center

o42 office42 ARCHITECTURE







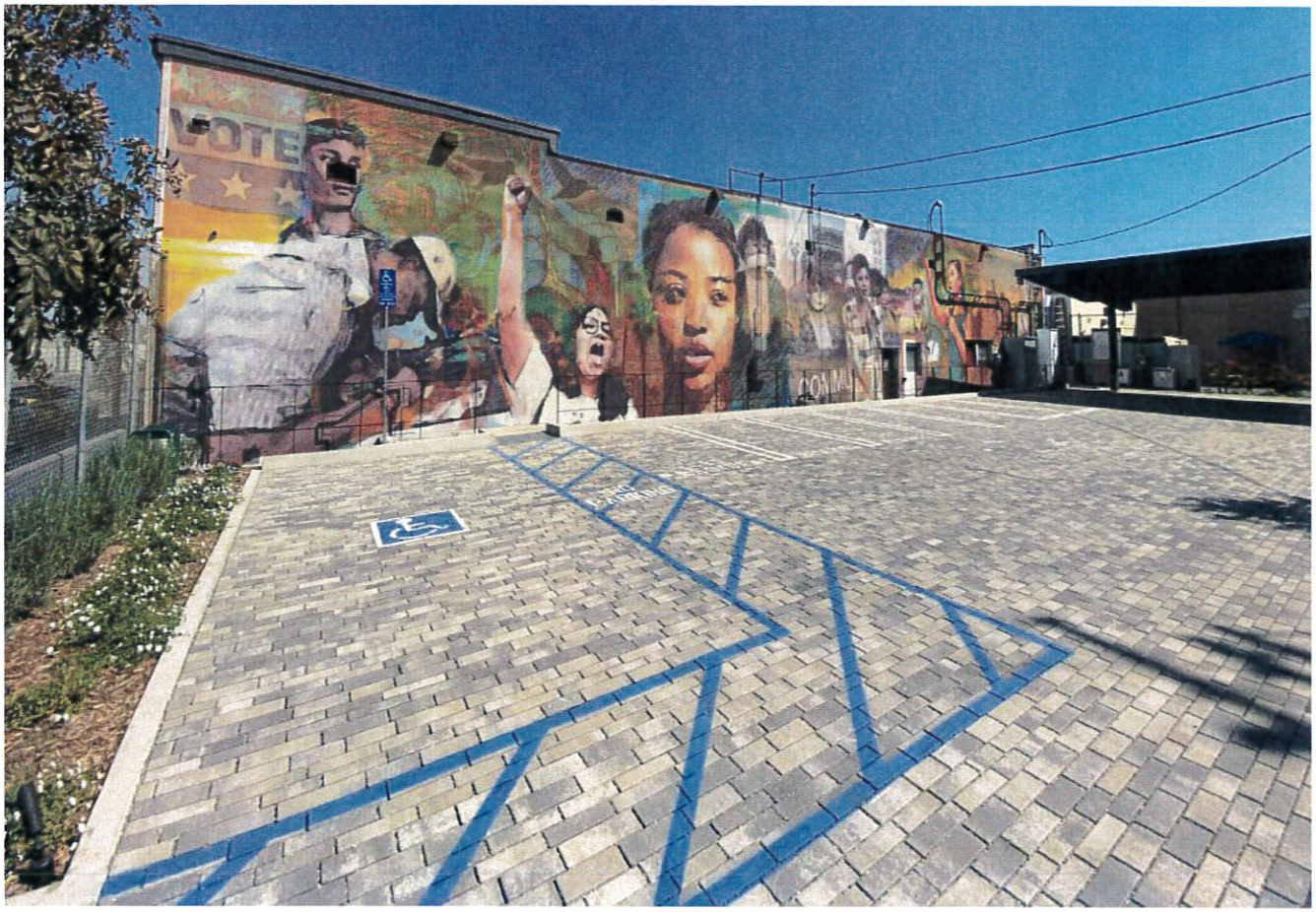
Project Type
Non-Profit/Community/Teen Center
Tenant Improvement Renovation and Structural Upgrade
Size
8,300 sf.
Total Project Cost
$4,000,000
Construction Budget
$2,500,000 interiors, $300,000 furniture

Consultants Utilized
MEP, Civil, Structural Engineers
IT Consultants
Status
Completed August 2015

o42 office42 ARCHITECTURE







8101 S. Vermont Street
Los Angeles, CA 90044

Complete exterior renovation of existing parking lot to include permiable paving for ground water retention, and drought tolorance landscaping. Accessible path or travel and ADA parking installed, new ramp handrails and access to allow for code compliant disabled access. New commissioned mural representing community activists along the entire back facade of the community building. Solar patio cover to be used for gathering and stage space and community events.

COMMUNITY COALITION Exterior Patio and ADA Upgrades

office42 ARCHITECTURE







557 Crocker Street
Los Angeles, CA 90013

We are honored to support a community participatory project between the Skid Row Community Improvement Coalition and the City of Los Angeles for a pilot program Hygiene Center in the heart of Skid Row. Working with the Coalition, the Homelessness Policy Director and the Deputy Mayor of Economic Empowerment in Los Angeles, local vendors and businesses, and homeless support services, we helped to enhance the space with trees, plants, shade, lights, and furniture to aid in making the ReFresh Spot a welcoming place. Through the help of stakeholders and community members, we led Community Build Days to clean the facility, paint pots, plant succulents, and improve the space. office42 met project deadlines and worked to secure over $35,000 in project donations, allowing the limited budget to be stretched further.

The ReFresh Spot Hygiene Station Pilot Program

office42 ARCHITECTURE









Project Type
New Mobile/Temporary Hygiene Center
Size
5,000 sf. outdoor
Total Project Cost
$1,300,000
Construction Budget (Site Beautification)
$0, $35,000 donations acquired

office42 ARCHITECTURE

PAUL REYES-FOURNIER

CONTACT

909-486-8453

paulrf46@gmail.com

www.VisionDrivenConsulting.org

PROFILE

Whether as an educator, consultant, or mentor, I approach each task by looking for the strengths while mitigating the weaknesses. I use scaffolding theory with students as well as organizations since both require growth from a strong foundation. Every person or organization is continually learning and growing. Throughout my career, I have striven to be a facilitator of this growth.

EDUCATION

Keiser University

Doctorate – Industrial/Organizational Psychology

Expected Conferral: 2022

Southern New Hampshire University

Graduate Certificate in Accounting

EXPERIENCE

Freelancer/Consultant

2012-Present

Development Manager

Juza Africa

Generated more than $150,000 in first year cash and in-kind revenue. Created and implemented the development strategy currently being used by the Kenyan-based nonprofit organization. Funds development plan included small and large donor

Keller Graduate School of Management

Masters of Business Administration - Finance Specialization

California State University, Northridge

Bachelors of Science – Physics

University of California, Santa Cruz

Certificate – Bayesian Data Analysis

CERTIFICATIONS

Teaching English as a Foreign Language (TEFL) Certified

Certified Business, Technical Assistance, and Consultation Provider (CBTAC)

Florida State Licensed Building Contractor CBC 058233

engagement as well as foundation and grant requests.

Development Director

The WIN Project

Secured funding for 4 low-income apartment buildings, totally 10 million in assets. Performed financial analysis for affordable housing development projects. Served as compliance officer for governmental reporting.

Beta Tester

Western Governors University

Tested new products and platforms related to marketing, finance, and accounting.

Educator

1995-2018

Curriculum Designer

Agate Publishing

For the end-user CourseHero, developed outline and written lessons for various topics in Accounting, Finance, and Business. Wrote GED and HiSET testing material for a practice test database.

Academic Coach

iConnection

Worked as an engagement liaison between university staff and students. Delivered educational materials using university platforms, including Blackboard and Captivate.

Curriculum Designer/Exam Writer

Study.com

Florida State Licensed Real Estate Broker 0668292

H & R Block Tax Preparer

Department of Juvenile Justice Peer Review Certification

Council on Accreditation

CITI Certified

PROFESSIONAL MEMBERSHIPS

American Institute of CPAs

Society of Industrial/Organizational Psychologists

Society of Professional Journalists

National Realtors Association

National Affordable Housing Association

National Coalition for the Homeless

Global Organization for Humanitarian Work Psychology

PROGRAMMING LANGUAGES, SOFTWARE, AND PLATFORMS

QuickBooks, Blackboard, Moodle, Captivate, Microsoft Office Suites, HTML, Fortran, C++, PHP, Visual Basic, Java, Scratch

Created exam questions for a variety of subjects, including accounting, mathematics, and business.

Instructional Designer, Professor
Mindojo, Inc.

Created content for the Bloomberg educational application (online) developed to teach financial topics and Chartered Financial Analyst exam preparation.

Independent Educational and Business Consultant California Department of Rehabilitation

In collaboration with the consumer, developed and implemented an educational plan. Instructed consumers, using both online and on-the-ground platforms, based on the educational plan. Developed strategies for learning and physical disabilities, including Traumatic Brain Injury, Dyslexia, Blindness, and Dysgraphia. Created business plans with collaboration of the consumer. Developed marketing strategies, financial needs analysis, and strategic planning for DOR consumers.

Tutor A Plus Tutoring

Tutor for federally funded program. Age range is K-12. Online and on-the-ground.

Financial Literacy Instructor
HCCS Inc

Created and taught a financial literacy course to adults in a domestic violence shelter.

Science Department Chairperson
Msgr. Pace High School

Responsible for the creation and maintenance of science curriculum. Supervision of 9 educators including hiring and firing authority, job evaluation, and team building. Responsible for the utilization of school science budget. Wrote a grant, which

PUBLICATIONS
(PARTIAL LIST)

Dysaffirmation: Because This Kind Of
Stupid Takes Work
(ISBN:978-0-615-31653-6)

Why Small Businesses Need to Integrate Marketing Campaigns
(www.andysowards.com/blog/author/paulreyesfournier/)

How the Shift to New EMV Credit Cards Protects Consumers
(https://www.informationsecuritybuzz.com/articles/how-the-shift-to-new-emv-credit-cards-protects-consumers/)

Small Businesses With Low Overhead
(https://www.smallbizdaily.com/small-businesses-with-low-overhead/)

received $250,000 towards math/science education in the Archdiocese of Miami.

AutoCAD **Instructor**
Glendale College

Instructed beginning and intermediate AutoCAD to Magnovox engineers.

Management

1999-2009

Business Manager
Our Lady of the Holy Rosary

Responsible for managing all aspects of business for both the church and school. Creation of marketing plan. Liaison with Archdiocese public relations department. Creation of financial statements. All quality assurance functions. All bookkeeping functions. Payroll. Acted as liaison to business department and the legal department of the Archdiocese.

Chief Financial Officer
The Village South, Inc.

Responsible for managing the $16 million operating budget for this non-profit company. As a member of the Executive Management Team, worked with program directors to maximize revenue. Worked with the development team to generate new cash flow opportunities. Managed the $3 million in real estate holdings and the $1 million in profit sharing. Maintained relationship with 17 different funding sources managing 39 grants.

Chief Financial Officer
South Florida Jail Ministries

Hired as a "turnaround expert", responsible for creating and implementing a financial plan which brought the company to having a positive cash flow in 3 months. Generated $2

million in new grants. Redesigned the company structure and corporate culture such that programmatic components realized positive returns without losing vision.

President
Miramar Realty & Consulting

Responsible for the creation of a real estate development and consulting firm that generated more than $4 million in sales its first year. Specialization in non-profit business sales and development. Consultation on ground-up development of businesses including review of financial statements, grant writing and funds prospecting, feasibility studies, and internal process creation.

Director of Quality Assurance
Agape Family Ministries

Senior management position providing direct programmatic and financial guidance to the directorship. Liaison to governmental organizations including, but not limited to, the Department of Children and Families, the Florida Department of Corrections, the Florida Department of Juvenile Justice, and the Miami-Dade County Homeless Trust. Responsible for contract compliance and quality assurance of all funding sources as well as writing or reviewing all outgoing grant applications. Extensive knowledge of national accreditation processes.

Fiscal Management/Accounting

Name: Roy McGarrell & Co, CPA

Address: 1700 W.Cameron Ave.,#106, West Covina, CA 91790

Phone: (626) 814-4777 Email: romacgroup@yahoo.com

Roy McGarrell & Co, CPA provide the bookkeeping and compilation services for the fiscal management of the organization. Roy McGarrell & Co has more than 20 years offering the best financial solutions for its clients. The members participate in Continuing Professional Education courses offered by local chapters of national accounting and tax associations which keeps the firm on the leading edge of ever-changing tax laws and accounting methods. Computerized offices and internet access ensures clients accurate, efficient, state-of-the-art service at a competitive price.

E. Schedule of Performance and Timeline

Capital Project Milestone Schedule	**Date**
Execute binding agreement between the Recipient and developer of the proposed Capital Project detailing the terms and conditions of the Capital Project development.	2/14/21
Secure all Enforceable Financing Commitments.	4/15/21
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.	7/15/21
Commencement of construction.	9/17/21
Construction complete and the filing of the Notice of Completion.	1/20/22
Begin Presale	7/19/21

F. Financial Capacity

For the resale homes, the land value will convert to a land grant for the purchaser that is prorated depending on lot size. Hard construction costs are estimated at $200 to $210 per square foot.

The construction will be funded with affordable housing pre-development and construction loans. As well as the lender shown below, we have engaged Wells Fargo and Enterprise Foundation for lending.

We are requesting that the City of Compton hold the loan on the land until the time that the houses are sold. At closing for each house, the prorated amounts will be paid to the City. The property tax assessed value was used to determine the purchase price but may be adjusted upwards if the market will bare or downwards for deed restrictions. This pricing can be adjusted as part of the negotiation.

The WIN Project is the fiscally responsible partner in these projects. The WIN Project follows GAAP accounting standards for nonprofit organizations. It currently is not required to have independent audits but it does maintain fiscal accountability through the use of an outside CPA firm, Roy McGarrell & Co., CPA.

Currently, The WIN Project relies on net income to fund its operations. This has the benefit of making all of the organizations funds non-restricted. As part of the funding for these and upcoming projects, The WIN Project will be launching a funds development campaign that focuses on non-governmental grants and donations. The WIN Project has a stable fiscal track

record. Based on its 2018 net income, it can leverage conventional financing of $1.4 million without collateral. A letter of financial commitment is included. We are including financial statements for 2018.

List of proposed government discretionary actions

We will need to go through a zoning plan change, costs of which are outlined in the fees. We should be except from CEQA environmental review due to SB 330 and the fact that we are developing affordable housing.

[redacted]

CITY OF COMPTON
Successor Agency and Housing Successor Agency
REQUEST FOR PROPOSALS AND QUALIFICATIONS

HOUSING DEVELOPMENT OPPORTUNITY

VARIOUS SITES

16208-16216 S. Atlantic Blvd.
2815-2875 & 2901 W. Alondra Blvd.
409, 413 & 415 N. Alameda St.
1716 E. Rosecrans Ave.
413-415 W. Compton Blvd.
110, 114 N. Bowen Ave.
1425 E. Compton Blvd.
1113-1125 W. Rosecrans Ave.
1117 S. Long Beach Blvd.

Due Date: January 21, 2021
No later than 5:00 pm

RFP RELEASE DATE: November 24, 2020
DEADLINE FOR SUBMITTAL: January 21, 2021 by 5:00 p.m.

I. SUMMARY

The Successor Agency and the City of Compton acting as Housing Successor Agency invites qualified developers to submit proposals and their qualifications for the purchase and development of vacant sites located in the City of Compton. This RFP/Q contains descriptions of the properties, description of the goals for the project, proposal submittal process, proposal requirements, proposal evaluation, and terms & conditions.

II. PROPERTY DESCRIPTIONS

Address	Square Footage	APNs	Zoning/ General Plan
16208-16216 S. Atlantic Blvd.	54,447 square feet	7301-002-902 7301-002-901 7301-002-900	Commercial Manufacturing Limited Manufacturing
2815-2875, 2901 W. Alondra Blvd.	789,717 square feet	6139-028-900 6139-024-900	Low density residential, commercial
409, 413, 415 N. Alameda St.	33,387 square feet	6166-010-914	Limited-Commercial Limited-Manufacturing Mixed-Use
1716 E. Rosecrans Ave.	15,877 square feet	6184-002-902	Limited Commercial
413-415 W. Compton Blvd.	24,463 square feet	6157-022-900 6157-022-909	Limited-Commercial
110, 114 N. Bowen Ave.	23, 543 square feet	6183-003-901 6183-003-902 6183-003-903	Limited-Commercial Mixed-Use
1425 E. Compton Blvd.	13,474 square feet	6183-003-900	Limited-Commercial Mixed-Use
1113-1125 W. Rosecrans Ave.	18,352 square feet	6144-018-905 6144-018-907	Limited-Commercial

1117 S. Long Beach Blvd.	56,509 square feet	6164-008-901 6164-008-902 6164-008-903 6164-008-904 6164-008-905	Limited Commercial

III. GOALS FOR DEVELOPMENT

The development of the sites shall accomplish the following goals:

1. **Contribute to the Production of new High-Quality Affordable Housing Stock**- The selected developer is expected to develop, manage and market the housing units to the satisfaction of the City/Housing Successor Agency.

2. **Must develop For Sale Single Family Housing Development or Multi-Family Rental Housing**

3. **Ensure High Design Quality, Construction and Finished Materials, Resident Development Amenities and Compatibility** – The sites are in very conspicuous locations in the City. Therefore, the City is seeking high quality and appropriate design techniques and materials should be utilized to ensure that the development produces a high-quality and attractive building and site that enhance the aesthetic appearance of the area.

IV. RFP SUBMITTAL PROCESS

This is a competitive proposal and selection process. As part of the disposition process, the successful developer can expect to enter into any or all of the following agreements : Exclusive Negotiation Agreement (ENA), Purchase & Sale Agreement ("Agreement") and/or Development Agreement (DA) for the acquisition and development of the Site.

Developers are welcome to submit multiple proposals but each proposal must only be for a single site. Please indicate in the proposal letter and in the footer of each RFP page the site address.

To be considered for evaluation, sealed proposals consisting of all the required forms must be received in the City of Compton - Community Development Department, Attention Mrs. Leslie Nacionales-Tafoya, 205 South Willowbrook Avenue, Compton, CA 90220, on or before January 21, 2021 at 5:00 pm. **Incomplete proposals will not be considered; proposals submitted after the deadline will not be considered and will be returned unopened.**

V. PROPOSAL REQUIREMENTS

All responses to the RFP will be evaluated by a selection committee. The format for the submission of proposals must include the following, but not limited to:

A. Proposal Cover Letter

Summary of key points of proposal (2 pages maximum). Please include the development site location in the letter

B. Development Concept for the Site

Please provide the following:

1. A narrative description of the proposed development, identifying square footage of buildings, amount of parking, and construction type.
2. A conceptual site plan including elevations and rendering. Can be a similar or comparable type of development concept.
3. A list of proposed government discretionary actions that may be required to complete this project (i.e., street widening, utility relocation, entitlements, etc.).
4. A development pro-forma for the site, including the direct and indirect costs (including the purchase price for the Site at Fair Market Value), development cost estimates, income, and operating cost projections for a minimum of ten years in current dollars, and clearly set forth the expected return on investment.
    - Please include a statement of basic assumptions affecting the economic feasibility of the project. Indicate anticipated amount of equity and financing costs within the pro-forma for both the construction loan and for permanent financing.
5. A detailed description of the proposed Project's Fiscal Impacts and Fiscal Benefits to the City of Compton.
6. If any above ground utility lines exist, plans must include how developer will underground them at developer cost.
7. Plans must include sewer and water line improvements to any that are on the property.
8. The City of Compton favors development proposals that use building resources in a manner that include planning for carbon dioxide (CO2) emission reductions, otherwise known as greenhouse gases released into the atmosphere. Proposals that demonstrate the lessening of the City's carbon footprint and/or employs sustainable energy methods will receive subjective partiality in the evaluation process.

C. Identification of Developer and Associates

For each of the key personnel comprising the proposed development team, please provide:

Name, address, telephone number, and e-mail address of Developer and project operator/manager (if appropriate);

1. Identification and organization of Developer (individual, company, corporation, partnership, joint venture, other);
2. Identification of principals of development organization and project operator/manager (corporate officers, principal stockholders, general and limited partners) to be responsible for proposed project.
3. Indication of any relationship the development organization may have with a parent corporation, subsidiaries, joint ventures or other entities. If a joint venture is proposed, percentage of ownership of each entity should be specified. Describe the financial, liability-related and other decision-making relationships.
4. Identification of all key project team members including resumes of assigned personnel, describing relevant project experience as related to the subject proposal and specific required technical skills.
5. Identification of any minority/women business enterprises on the development team and their percentage of interest in ownership, development or management of the proposed Project.

D. Development Team Qualifications

The Developer's ability to assemble and manage a development team including architects, artists, planners, engineers, builders, financial consultants, marketing specialists and management personnel

is of particular interest. Experience in property or site remediation, if necessary for the property, is encouraged. The evaluation process will be heavily weighted on a Developer's experience and record of accomplishment in each of these areas. Please provide:

1. A list of all team participants, including financial partners, owner participants, architectural and other design professionals, and their qualifications and relevant experience;
2. A list of comparable development projects in which the Developer and proposed associates have participated, particularly projects within urban cores, describing the relationships to these projects (i.e., developed, owned, operated or managed), showing the location, cost and scale, type and dollar value of the work. Identify which of the listed comparable projects have been successfully completed, and which have been completed over and under budget. If possible, include photographs of these projects; and
3. Descriptions and illustrations of the proposed architect's work on development projects that have been built or are under construction. These projects should be of a similar magnitude to the proposed development of the Site.
4. Disclosure of any and all foreclosures, loan defaults, other defaults pertaining to projects undertaken within the last ten (10) years. Developer must furnish said information for the lead development entity, parent company and any and all entities owned or under the developer's control over the prior ten (10) year period.

E. Schedule of Performance and Timeline

1. A Schedule of Performance outlining the estimated time for each step and phase (if appropriate), including a summary "time line" or other similar graphic representation, of the development process.

2. The Schedule of Performance should include the time involved in due diligence, finalizing agreements, receiving project entitlements, financing the project, commencing construction and completing construction. Time is of the essence and the ability to close escrow within 6 months or within 30 days of receiving final entitlements from the City of Compton, whichever occurs first, will be a major factor in the Successor Agency's decision.

F. Financial Capacity

The developer is required to provide a description of the proposer's financial strategy to complete the project and proof of funds or ability to purchase the property.

VII. PROPOSAL EVALUATION

Proposals will be evaluated by a selection committee. Upon conclusion of the selection process, the City may invite one or more potential developers for interviews, negotiations or may choose to reject all proposals.

The City of Compton reserves the right, to pursue, but not limited to any or all of the following actions related to proposals submitted in response to this RFP:

1. Reject all proposals.
2. Issue addenda to the RFP.
3. Request additional information and/or clarification of the proposal.
4. Negotiate an Agreement solely on the basis of the original proposal.
5. Negotiate potential terms and conditions with one or more proposers based on their proposal.
6. Negotiate an Agreement on the basis of additional information supplied at the request of the City.
7. Issue subsequent RFPs based on refinement of concepts proposed in response to this RFP.

Submittal Information
Developers desiring to respond to this RFP shall submit proposals consisting of an original and five (5) copies and one digital copy on USB drive, presented in a sealed envelope (by January 21, 2021 at 5:00 pm) and marked on the outside:

City of Compton
City Manager's Office
Attention: Ms. Leslie Nacionales-Tafoya
RFP: Affordable Housing Development
205 South Willowbrook Avenue
Compton, CA, 90220

It is the sole responsibility of each potential developer to ensure that its proposal reaches the City Manager's Office by the time and date specified. Proposals received after the specified time and date shall be returned unopened.

Contact Information
For information/questions regarding this proposal, contact Leslie Nacionales-Tafoya, Administrative Analyst II at: lnacionales-tafoya@comptoncity.org.

January 14, 2025

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY CONTROLLER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER OF TWENTY-EIGHT-THOUSAND SEVEN-HUNDRED NINETY-EIGHT DOLLARS AND FIFTY-FOUR CENTS ($28,798.54) TO HDL FOR INVOICES FOR PROFESSIONAL MUNICIPAL TAX AND AUDIT CONSULTING SERVICES RENDERED.**

SUMMARY

Staff is requesting that the City Council consider adopting a Resolution authorizing the City Manager to issue a Purchase Order for Twenty-Eight-Thousand Seven-Hundred Ninety-Eight Dollars and Fifty-Four Cents ($28,798.54) for providing municipal tax and audit consultant services to the City.

BACKGROUND

In accordance to Section 3-4.25 of the City's Municipal Code, the City shall annually verify that the taxes owed have been properly applied, exempted, collected, remitted, and properly expended. The annual verification shall be performed by a qualified independent third party.

The following City Municipal Codes govern the administration of Sales Taxes, Utility User Taxes, and Business License taxes, and require audits to be performed on these tax transactions:

- Sales Taxes: *Section 3-5.16*
- Utility User Taxes: *Section 3-4.16 a and Section 3-4.16 d*
- Business License Taxes: *Section 9-1.11*

(Please see Attachment "A" for detailed information)

Further, in order to comply with these municipal codes shown above, Resolution #24,943 was adopted authorizing the City Manager to enter into a contract agreement with HDL to provide Utility User Tax Services ("UUT"), Sales Tax Revenue Services, and Business License Discovery and Audit Services in 2019.

STATEMENT OF ISSUE

When the original contract with HDL expired in June of 2022, staff continued to accept audit services from HDL. This was done in order to maintain operational audits and assurance for crucial tax revenue sources. HDL had performed the work in a satisfactory manner consistent with the City achieving its goals for the audits. As a result of HDL's services, the City is still recovering funds from taxpayers from audit efforts established during the initial contract and extension period. In accordance to the contingencies agreed upon in the past agreement, HDL has invoiced the City for a combined total of $28,798.54 for their services that has led to approximately $192,000 in recoveries.

The following invoices are outstanding:

Invoice #'s	Invoice Date	Invoice Amount
SIN044442	11/12/24	9,227.55
SIN038524	05/22/24	8,202.52
SIN041034	07/26/24	11,368.47

(Please see Attachment "B" for the Invoice and Invoice Detail)

Staff is requesting that City Council authorize the City Manager to issue a Purchase Order for the amount of Twenty-Eight-Thousand Seven-Hundred Ninety-Eight Dollars and Fifty-Four Cents ($28,798.54) for providing municipal tax and audit consultant services to the City.

FISCAL IMPACT

Funds for this expenditure are available within Account No.1001-650-000-4266 in the Fiscal Year 2024-2025 City Controller's Department for Contract Services.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

APPROVED FOR FORWARDING:

SHARON RAHBAN NAVIZADEH
CITY CONTROLLER FORWARDED TO CITY MANAGER

Attachments: HDL Invoices and Invoice Details

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER OF TWENTY-EIGHT-THOUSAND SEVEN-HUNDRED NINETY-EIGHT DOLLARS AND FIFTY-FOUR CENTS ($28,798.54) TO HDL FOR INVOICES FOR PROFESSIONAL MUNICIPAL TAX AND AUDIT CONSULTING SERVICES RENDERED.

WHEREAS, Section 3-4.25 of the City of Compton Municipal Code states that: "*The City shall annually verify that the taxes owed under this section have been properly applied, exempted, collected, and remitted in accordance with this section, and properly expended according to applicable municipal law. The annual verification shall be performed by a qualified independent third party and the review shall employ reasonable, cost-effective steps to assure compliance, including the use of sampling audits. The verification shall not be required of tax remitters where the cost of the verification may exceed the tax revenues to be reviewed."*

WHEREAS, Section 3-5.16 of the City of Compton Municipal Code governs the provisions set for Sales Taxes; and

WHEREAS, Section 3-4.16 a and d. of the City of Compton Municipal Code governs the provisions set for Utility User Taxes; and

WHEREAS, Section 9-1.11 and 9-1.11 a. of the City of Compton Municipal Code governs the provisions set for Business License Taxes; and

WHEREAS, in order to comply with these municipal codes shown above, Resolution #24,943 was adopted authorizing the City Manager to enter into a contract with HDL to provide Utility User Tax Services ("UUT"), Sales Tax Revenue Services, and Business License Discovery and Audit Services in 2019; and

WHEREAS, the authorized contract mentioned above expired in June of 2022; and

WHEREAS, when the original contract with HDL expired in June of 2022, staff continued to accept audit services from HDL. This was done in order to maintain operational audits and assurance for crucial tax revenue sources; and

WHEREAS, as a result of HDL's work, the City is still recovering funds from efforts established during the initial contract and extension period.

WHEREAS, approximately One-Hundred and Ninety-Two-Thousand Dollars ($192,000) of revenue was realized, and in accordance to the contingencies agreed upon in the past agreement, HDL has invoiced the City Twenty-Eight-Thousand Seven-Hundred Ninety-Eight Dollars and Fifty-Four Cents ($28,798.54) in contingent fees; and

WHEREAS, the following invoices are outstanding; and

Invoice #'s	Invoice Date	Invoice Amount
SIN044442	11/12/24	9,227.55
SIN038524	05/22/24	8,202.52
SIN041034	07/26/24	11,368.47

WHEREAS, staff is requesting that City Council authorize the City Manager to issue a Purchase Order for the amount of Twenty-Eight-Thousand Seven-Hundred Ninety-Eight Dollars and Fifty-Four Cents ($28,798.54) for the outstanding invoices for professional municipal tax and audit consulting services rendered; and

WHEREAS, funds for this expenditure are available within Account No.1001-650-000-4266 in the Fiscal Year 2024-2025 City Controller's Department Budget; and

Account Code	Account Name	Amount
1001-650-000-4266	General Fund Controller's Department Other Contract Services	$28,798.54

WHEREAS, staff recommends the City Council to adopt the attached Resolution to authorize the City Manager to open a Purchase Order for the amount of Twenty-Eight-Thousand Seven-Hundred Ninety-Eight Dollars and Fifty-Four Cents ($28,798.54) for professional municipal tax and audit consulting services that have led to additional revenue recoveries.

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 open a Purchase Order for the amount of Twenty-Eight-Thousand Seven-Hundred Ninety-Eight Dollars and Fifty-Four Cents ($28,798.54) from the City Controller Department's account 1001-650-000-4266 for Hinderliter, de Llamas and Associates (HDL) for professional municipal tax and audit consulting services rendered.

SECTION 2. That funds in the amount of Twenty-Eight-Thousand Seven-Hundred Ninety-Eight Dollars and Fifty-Four Cents ($28,798.54) are available in the Fiscal Year 2024-2025 operating budget in account number 1001-650-000-4266 City Controller's Department, Contract Services.

SECTION 3. That a duly copy of the Resolution shall be filed with the offices of the City Manager, City Clerk, City Attorney, and City Controller.

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

ADOPTED this _____ day of _____, 2025.

_____
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, Satra D. Zurita, 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 _____, 2025.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

Attachment A

(Additional Details)

Section 3-4.25

The City shall annually verify that the taxes owed under this section have been properly applied, exempted, collected, and remitted in accordance with this section, and properly expended according to applicable municipal law. The annual verification shall be performed by a qualified independent third party and the review shall employ reasonable, cost-effective steps to assure compliance, including the use of sampling audits. The verification shall not be required of tax remitters where the cost of the verification may exceed the tax revenues to be reviewed.

Sales Taxes:

Section 3-5.16

By no later than December 31 of each year, the City's independent auditors shall complete a Transactions and Use Tax Ordinance Compliance and Internal Control Audit Report. Such report shall review whether the tax revenues collected pursuant to this ordinance are collected, managed, and expended in accordance with the requirements of this ordinance.

Utility User Taxes:

Section 3-4.16

a. The Tax Administrator shall have the power and duty, and is hereby directed, to enforce each and all of the provisions of this Section 3-4.

d. The Tax Administrator may conduct an audit, to ensure proper compliance with the requirements of this Section 3-4, of any person required to collect and/or remit a tax pursuant to this Section 3-4.

cost of the verification may exceed the tax revenues to be reviewed.

Business License Taxes:

Section 9-1.11

It shall be the duty of the License Collector, and he is hereby directed, to enforce each and all of the provisions of this chapter and of any other Chapter of this Code requiring the payment of any license fee, and the Chief

of Police shall render such assistance in the enforcement of this Chapter as may be required by the License Collector and the Council.

The License Collector in the exercise of the duties imposed upon him, and acting through his deputies or duly authorized employees, shall examine all places of business in the City to ascertain whether or not the provisions of this Chapter have been complied with.

The License Collector and his deputies and duly authorized employees shall have the power to examine all necessary books and records of all persons doing business in the City required to be licensed by the terms of this Chapter, for the purpose of ascertaining the amount of license fee required to be paid by the provisions hereof.

HdL Companies

120 S State College Blvd, Suite 200 | Brea, CA 92821 | (714) 879-5000 | hdlcompanies.com

CITY OF COMPTON
ATTN:FINANCE DEPARTMENT
205 S. WILLOWBROOK AVE.
COMPTON, CA 90220
US

Invoice Number SIN038524

Invoice Date 5/22/2024

Due Date 6/21/2024

Purchase Order #

Invoice Period Q4/2023

Tax Area Code 19009

Service	Charges
Audit Services - Sales Tax	$8,202.52

Invoice Total: $8,202.52

Please Make Check Payable to: Hinderliter de Llamas & Associates

Should you have any questions or inquiries, please contact the Accounting Department via email: accounting@hdlcompanies.com.

HdL Companies

INVOICE DETAIL

Compton (19-009)

Allocation Period: Q4/2023
Contract Terms: 15%, 8 Prospective Quarters + Any Back Quarters

Direct Allocations

HdL Case No.	Work Auth No.	Firm Name	Account No.	Prospective Qtrs. Inv.	Reg Pymts	Back Qtrs	Total
359431	23-513	Dmg Ta Acquisition Corp	216396320	2 of 8	$11,854.85	$0.00	$11,854.85
347033	21-828	Rdo Equipment Company	097811372	2 of 8	$41,673.01	$1.40	$41,674.41

Total Revenue Received by Agency:	**$53,529.26**
HdL Fee @ 15%:	**$8,029.39**

Recovery for the Los Angeles Pool - Q4/2023 County Pool % = 0.5510075%

HdL Case No.	Work Auth No.	Firm Name	Account No.	Prospective Qtrs. Inv.	Reg Pymts	Back Qtrs	Total
359506	23-513	Air Conditioning Solutions	100585734	3 of 8	$32,463.01	$0.00	$32,463.01
312525	17-617	Anastasia Beverly Hills Inc	101190614	4 of 8	$9,910.86	$0.00	$9,910.86
342849	21-292	Baghouse & Industrial Sheet Metal Services	024828050	8 of 8	$10,926.93	$0.00	$10,926.93
360268	23-513	Dac Heating & Air Conditioning	263721792	2 of 8	$752.23	$0.00	$752.23
338316	20-822	Empire Today	206551296	7 of 8	$9,699.92	$0.00	$9,699.92
343618	21-292	Instacart	102370221	8 of 8	$33,876.04	$0.00	$33,876.04
362177	23-513	J Barberena Tools Inc Snap-On Tools Distribut	200409408	2 of 8	$178.92	$58.01	$236.93
361978	23-513	Jlm Pro Tools Snap-on Tools Distributor	226898976	3 of 8	$8,171.21	$0.00	$8,171.21
338403	20-822	Joseph Cali Systems Design	100868837	7 of 8	$2,969.86	$0.00	$2,969.86
362384	23-513	M Ruiz Business Services Inc Snap-On Tools	234155072	3 of 8	$983.34	$0.00	$983.34
345997	21-828	Rivian Llc Dba Rivian	240122240	BQ Only	$0.00	$3,202.30	$3,202.30
362541	23-513	Robert Lee Curtis Snap-On Tools Distributor	040637759	3 of 8	$805.11	$0.00	$805.11
362601	23-513	Stephen Farrokh Siar Snap-On Tools Distribut	100891320	2 of 8	$547.45	$0.00	$547.45
343061	21-292	Twig Education	223175168	2 of 8	$617.71	$16,282.87	$16,900.58
362498	23-513	Violet Tools Usa Llc Snap-On Tools Distributor	223452864	2 of 8	$306.38	$0.00	$306.38
334950	19-996	Wal Mart Com USA	100170099	BQ Only	$0.00	$77,716.07	$77,716.07

Total Recovery for County Pool:	**$209,468.22**
Total Revenue for Agency 0.5510075%:	**$1,154.19**
HdL Fee @ 15%:	**$173.13**

Total Amount Due HdL for Q4/2023 : **$8,202.52**

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HdL Companies

120 S State College Blvd, Suite 200 | Brea, CA 92821 | (714) 879-5000 | hdlcompanies.com

CITY OF COMPTON
ATTN:FINANCE DEPARTMENT
205 S. WILLOWBROOK AVE.
COMPTON, CA 90220
US

Invoice Number SIN041034

Invoice Date 7/26/2024

Due Date 8/26/2024

Purchase Order #

Invoice Period Q1/2024

Tax Area Code 19009

Service	Charges
Audit Services - Sales Tax	$11,368.47

Invoice Total: $11,368.47

Please Make Check Payable to: Hinderliter de Llamas & Associates

Should you have any questions or inquiries, please contact the Accounting Department via email: accounting@hdlcompanies.com.

HdL Companies

INVOICE DETAIL

Compton (19-009)

Allocation Period: Q1/2024
Contract Terms: 15%, 8 Prospective Quarters + Any Back Quarters

Direct Allocations

HdL Case No.	Work Auth No.	Firm Name	Account No.	Prospective Qtrs. Inv.	Reg Pymts	Back Qtrs	Total
319246	18-481	A&C Supplies And Paint	103202231	0 of 2	$0.00	$102.27	$102.27
359431	23-513	Dmg Ta Acquisition Corp	216396320	3 of 8	$8,445.85	$0.00	$8,445.85
347033	21-828	Rdo Equipment Company	097811372	3 of 8	$30,478.35	$36,497.03	$66,975.38

Total Revenue Received by Agency:	**$75,523.50**
HdL Fee @ 15%:	**$11,328.53**

Recovery for the Los Angeles Pool - Q1/2024 County Pool % = 0.5500480%

HdL Case No.	Work Auth No.	Firm Name	Account No.	Prospective Qtrs. Inv.	Reg Pymts	Back Qtrs	Total
359506	23-513	Air Conditioning Solutions	100585734	4 of 8	$13,884.21	$0.00	$13,884.21
312525	17-617	Anastasia Beverly Hills Inc	101190614	5 of 8	$12,777.86	$0.00	$12,777.86
360268	23-513	Dac Heating & Air Conditioning	263721792	2 of 8	$168.63	$0.00	$168.63
338316	20-822	Empire Today	206551296	8 of 8	$8,445.76	$0.00	$8,445.76
362177	23-513	J Barberena Tools Inc Snap-On Tools Distribut	200409408	3 of 8	$255.14	$0.00	$255.14
361978	23-513	Jlm Pro Tools Snap-on Tools Distributor	226898976	4 of 8	$7,861.40	$0.00	$7,861.40
338403	20-822	Joseph Cali Systems Design	100868837	8 of 8	$2,936.14	$0.00	$2,936.14
362384	23-513	M Ruiz Business Services Inc Snap-On Tools	234155072	4 of 8	$880.53	$0.00	$880.53
362541	23-513	Robert Lee Curtis Snap-On Tools Distributor	040637759	4 of 8	$749.55	$0.00	$749.55
355341	22-730	Tesla Motors	100789956	BQ Only	$0.00	$466.00	$466.00

Total Recovery for County Pool:	**$48,425.22**
Total Revenue for Agency 0.5500480%:	**$266.36**
HdL Fee @ 15%:	**$39.94**

Total Amount Due HdL for Q1/2024 : **$11,368.47**

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HdL Companies

120 S State College Blvd, Suite 200 | Brea, CA 92821 | (714) 879-5000 | hdlcompanies.com

CITY OF COMPTON
ATTN:FINANCE DEPARTMENT
205 S. WILLOWBROOK AVE.
COMPTON, CA 90220
US

Invoice Number SIN044442

Invoice Date 11/12/2024

Due Date 12/12/2024

Purchase Order #

Invoice Period Q2/2024

Tax Area Code 19009

Service	Charges
Audit Services - Sales Tax	$9,227.55

Invoice Total: $9,227.55

Please Make Check Payable to: Hinderliter de Llamas & Associates

Should you have any questions or inquiries, please contact the Accounting Department via email: accounting@hdlcompanies.com.

HdL Companies

INVOICE DETAIL

Compton (19-009)

Allocation Period: Q2/2024
Contract Terms: 15%, 8 Prospective Quarters + Any Back Quarters

Direct Allocations

HdL Case No.	Work Auth No.	Firm Name	Account No.	Prospective Qtrs. Inv.	Reg Pymts	Back Qtrs	Total
359431	23-513	Dmg Ta Acquisition Corp	216396320	4 of 8	$12,831.92	$0.00	$12,831.92
347033	21-828	Rdo Equipment Company	097811372	4 of 8	$48,438.59	$0.00	$48,438.59

Total Revenue Received by Agency:	**$61,270.51**
HdL Fee @ 15%:	**$9,190.58**

Recovery for the Los Angeles Pool - Q2/2024 County Pool % = 0.5313179%

HdL Case No.	Work Auth No.	Firm Name	Account No.	Prospective Qtrs. Inv.	Reg Pymts	Back Qtrs	Total
359506	23-513	Air Conditioning Solutions	100585734	5 of 8	$20,087.13	$0.00	$20,087.13
312525	17-617	Anastasia Beverly Hills Inc	101190614	6 of 8	$16,731.63	$0.00	$16,731.63
362177	23-513	J Barberena Tools Inc Snap-On Tools Distribut	200409408	3 of 8	$163.45	$0.00	$163.45
361978	23-513	Jlm Pro Tools Snap-on Tools Distributor	226898976	5 of 8	$7,773.36	$0.00	$7,773.36
362384	23-513	M Ruiz Business Services Inc Snap-On Tools	234155072	5 of 8	$551.42	$0.00	$551.42
362541	23-513	Robert Lee Curtis Snap-On Tools Distributor	040637759	5 of 8	$691.96	$0.00	$691.96
343061	21-292	Twig Education	223175168	3 of 8	$359.37	$20.45	$379.82

Total Recovery for County Pool:	**$46,378.77**
Total Revenue for Agency 0.5313179%:	**$246.42**
HdL Fee @ 15%:	**$36.97**

Total Amount Due HdL for Q2/2024 : **$9,227.55**

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