

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

COMPTON CITY COUNCIL AGENDA

10/28/2025

**4:30 PM – PUBLIC WORKSHOP
5:30 PM – PUBLIC MEETING**

**301 N TAMARIND AVE
COMPTON, CA 90220
CONFERENCE ROOM 101**

WORKSHOP(S)

**WORKSHOP - UNFUNDED ACCRUED LIABILITY (OTHER POST-
EMPLOYMENT BENEFITS TAXES) @ 4:30 PM**

OPENING

ROLL CALL

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

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.

PUBLIC WORKS DEPARTMENT

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH GRAINGER FOR THE PURCHASE OF SUPPLIES AND EQUIPMENT IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000)

WATER DEPARTMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER TO NUNEZ OFFICE INSTALLATION DBA NOI INSTALLATIONS FOR THE PURCHASE OF FURNITURE FOR THE WATER DEPARTMENT'S WASTE DIVISION IN THE AMOUNT OF FORTY-THREE THOUSAND NINETY-TWO DOLLARS AND TWENTY-THREE CENTS (\$43,092.23)

REGULAR AGENDA

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2025-2026 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS AND MAKE PAYMENT TO THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM TO REDUCE THE UNFUNDED ACTUARIALLY ACCRUED LIABILITIES BY A LIKE AMOUNT OF THE ADDITIONAL PAYMENT
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO DECLARE CERTAIN PROPERTIES LOCATED WITHIN THE CITY OF COMPTON SURPLUS LAND PURSUANT TO THE SURPLUS LAND ACT (GOVERNMENT CODE SECTIONS 54220 ET SEQ.)
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ESTABLISH A PURCHASE ORDER WITH THE NATELSON DALE GROUP, INC. FOR THE ECONOMIC DEVELOPMENT STRATEGIC PLAN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-THREE THOUSAND TWO HUNDRED AND SEVENTY DOLLARS (\$143,270.00)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 11/4/2025 5:30 PM

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October 28, 2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: PUBLIC WORKS STREET MAINTENANCE DEPARTMENT

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE
ORDER WITH GRAINGER FOR THE PURCHASE OF SUPPLIES AND
EQUIPMENT IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND
DOLLARS (\$50,000)**

SUMMARY

The adoption of this resolution will authorize the City Manager to establish a purchase order with Grainger for the purchase of supplies and equipment in an amount not to exceed Fifty Thousand Dollars (\$50,000).

BACKGROUND

The Public Works Street Maintenance Department is responsible for maintaining the City's public roadways, including pothole repairs, asphalt patching, storm drain maintenance, signage replacement and other critical infrastructure needs. To perform these functions efficiently, the department must maintain a reliable inventory of tools, materials, safety equipment and essential consumables.

STATEMENT OF THE ISSUE

The proposed purchase will include essential equipment and materials such as:

- Traffic control and signage
- Hand and power tools
- Safety equipment (vests, cones, gloves, respirators, etc.)
- Hardware, fasteners and general maintenance supplies
- Small equipment replacements and upgrades

Grainger is a preferred vendor for many municipalities due to its extensive inventory, competitive pricing and participation in cooperative purchasing agreements such as Sourcwell, which provide pre-negotiated discounts and streamline the procurement process.

Using Grainger ensures quick turnaround times for procurement, reliable delivery and compliance with the City's purchasing policy through cooperative purchasing agreements. This flexibility helps minimize delays in maintenance response and allows the Department to operate efficiently and safely.

Approval of this item will ensure the Street Maintenance Department remains equipped to maintain public infrastructure efficiently and safely.

This procurement qualifies under the cooperative purchasing exemption authorized by Section 1411 of the City Charter and the City's purchasing regulations, through participation in the Sourcewell Contract No. 080922-WWG, competitively awarded to Grainger and valid through October 7, 2026.

FISCAL IMPACT

Funding for this expenditure in the amount of Fifty Thousand Dollars (\$50,000) is available in the Department's Fiscal Year 2025-26 Budget in Account No. 1001-720-000-4236.

ALTERNATIVE

No other alternative is being proposed at this time.

RECOMMENDATION

Staff recommends authorizing the purchase of supplies and equipment from Grainger in an amount not to exceed \$50,000.

**MARCUS HARRIS
INTERIM STREET SUPERINTENDENT**

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 ESTABLISH A PURCHASE
ORDER WITH GRIANGER FOR THE PURCHASE OF SUPPLIES AND
EQUIPMENT IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND
DOLLARS (\$50,000)

WHEREAS, the Public Works Street Maintenance Department (Department) is responsible for maintaining the City’s public roadways, asphalt patching, storm drain maintenance, signage replacement and other critical infrastructure needs; and

WHEREAS, the department must maintain a reliable inventory of tools, materials, safety equipment and essential consumables; and

WHEREAS, the purchase will include essential equipment and materials; and

WHEREAS, Grainger is a preferred vendor for many municipalities due to its extensive inventory, competitive pricing and participation in cooperative purchasing agreements such as Sourcewell; and

WHEREAS, using Grainger ensures quick turnaround times for procurement, reliable delivery and compliance with the City’s purchasing policy through cooperative purchasing agreements; and

WHEREAS, the City is authorized under Section 1411 of its City Charter and City purchasing regulations to utilize cooperative purchasing agreements; and

WHEREAS, Grainger participates in Sourcewell Contract No. 080922-WWG, a competitively bid cooperative agreement valid through October 7, 2026, thereby satisfying competitive procurement requirements; and

WHEREAS, approval of this item will ensure the Street Maintenance Department remains equipped to maintain public infrastructure efficiently and safely; and

WHEREAS, staff recommends establishing a purchase order with Grainger in an amount not to exceed Fifty Thousand Dollars (\$50,000); and

WHEREAS, funding for this expenditure is available in the Department’s Fiscal Year 2025-26 Budget in the following account:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
1001-720-000-4236	Maintenance & Repair	\$50,000.00

**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 with Grainger in an amount not to exceed Fifty Thousand Dollars (\$50,000) from Account No. 1001-720-000-4236.

Section 2. That this procurement is approved as a cooperative purchase under Sourcewell Contract No. 080922-WWG pursuant to Section 1411 of the City Charter.

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

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

ADOPTED this _____ day of _____, 2025.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
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 this _____ 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-

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

Grainger

Public safety and emergency management

#080922-WWG

Maturity Date: 10/7/2026

Website: grainger.com/sourcewell 

Products & Services 

Products & Services

Sourcewell contract 080922-WWG gives access to the following types of goods and services:

- Broad line of public safety offerings
- Corrections and police line cards
- Fire and EMS gear and equipment
- Emergency products, services, and solutions
- Top 200 item hot list pricing
- Access to Board Certified Safety Professionals
- After-hours emergency service
- Over 1.6M products across 32 MRO categories
- Inventory management solutions and services
- Custom kitting capabilities
- Fee-based services included
- Local branch support

Additional information can be found on the vendor-provided, non-government website at:

To participate in this contract, please complete the Grainger Contract Affiliation Form [\[?\]](#).

Contact us

Have questions about a contract or
cooperative purchasing?

Contact our dedicated team online or call 877-
585-9706.

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Password

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Simply complete the online application, contact our dedicated team, or call 877-585-9706.

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October 28, 2025

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER TO NUNEZ OFFICE INSTALLATION DBA NOI INSTALLATIONS FOR THE PURCHASE OF FURNITURE FOR THE WATER DEPARTMENT'S WASTE DIVISION IN THE AMOUNT OF FORTY-THREE THOUSAND NINETY-TWO DOLLARS AND TWENTY-THREE CENTS (\$43,092.23)

SUMMARY

Adoption of this resolution will authorize the City Manager to establish a purchase order to Nunez Office Installation DBA NOI Installations (NOI) in the amount **of Forty-Three Thousand Ninety-Two Dollars and Twenty-Three Cents (\$43,092.23)** for the procurement of furniture for the Water Department's Waste Division Offices.

BACKGROUND

Following recent renovations to the front counter, lobby, customer service, and administrative offices, staff determined it is necessary to purchase new furniture to support the operational needs of the Waste Division. The existing furnishings are outdated, no longer adequate for daily operations, and do not provide ergonomic workspaces. Replacing the furniture will allow the Division to better utilize available space and enhance functionality.

The Department has obtained a quote from Nunez Office Installation DBA NOI Installations, an authorized AIS agent, utilizing the cooperative purchasing OMNIA Contract No. R191801 in the amount of \$43,092.23.

STATEMENT OF THE ISSUE

The Department is requesting authorization to proceed with the furniture purchase for the Waste Division to establish cohesive, efficient, and ergonomic workspaces for the staff.

Under the City's purchasing policy, staff-level authorization is limited to \$50,000.00 annually. Since the cumulative spending with this vendor will now exceed that amount, further expenditures must be reviewed and approved by the Mayor and City Council before proceeding.

The procurement of said furniture is made pursuant to a competitively solicited cooperative purchasing agreement through OMNIA Partners, Contract No. R191801, satisfying the requirements of Section 1411 of the City Charter.

ALTERNATIVES

The Mayor and City Council may consider the following alternatives:

1. Approve the resolution authorizing the City Manager to establish a purchase order to Nunez Office Installation DBA NOI Installations (NOI) in the amount **of Forty-Three Thousand Ninety-Two Dollars and Twenty-Three Cents (\$43,092.23)**.
2. Reject the resolution, which may affect staff productivity and workspace ergonomics.

FISCAL IMPACT

Funding in the amount of \$43,092.23 is available in Account Number 5000-900-000-4335 Water Fund – Office Furniture and Equipment.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute a purchase order to Nunez Office Installation DBA NOI Installations (NOI) in the amount **of Forty-Three Thousand Ninety-Two Dollars and Twenty-Three Cents (\$43,092.23)** for the procurement of furniture for the Water Department – Waste Division offices.

DAVID BENNETT
INTERIM WATER DEPARTMENT GENERAL MANAGER

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER TO NUNEZ OFFICE INSTALLATION DBA NOI INSTALLATIONS FOR THE PURCHASE OF FURNITURE FOR THE WATER DEPARTMENT'S WASTE DIVISION IN THE AMOUNT OF FORTY-THREE THOUSAND NINETY-TWO DOLLARS AND TWENTY-THREE CENTS (\$43,092.23)

WHEREAS, the Municipal Water Department (Department) has recently renovated the front counter, lobby, customer service, and administrative offices; and

WHEREAS, staff has determined that it is necessary to purchase new furniture for the Waste Division as the existing furnishings are outdated, no longer adequate for daily operations, and do not provide ergonomic workspaces; and

WHEREAS, replacing the furniture will allow the Waste Division to better utilize available space and enhance functionality to meet the current operational needs; and

WHEREAS, staff obtained quotes from Nunez Office Installation DBA NOI Installations (NOI), who is an authorized AIS agent, utilizing the cooperative purchasing OMNIA Contract No. R191801 in the amount of \$43,092.23; and

WHEREAS, the Department is requesting authorization to proceed with the furniture purchase for the Waste Division to establish cohesive, efficient, and ergonomic workspaces for the staff; and

WHEREAS, under the City's purchasing policy, staff-level authorization is limited to \$50,000.00 annually; since the cumulative spending with this vendor will now exceed that amount, further expenditures must be reviewed and approved by the Mayor and City Council before proceeding; and

WHEREAS, funding in the amount of \$43,092.23 is available in Account Number 5000-900-000-4335 – Office Furniture and Equipment.

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 **Forty-Three Thousand Ninety-Two Dollars and Twenty-Three Cents (\$43,092.23)** to Nunez Office Installation DBA NOI Installations (NOI) for the purchase of furniture for the Water Department Waste Division Offices.

SECTION 2. The funds for this expenditure are available in the Water Department's FY 2025-2026 budget in Account Number 5000-900-000-4335.

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

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
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 –
ABSTAIN: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –

SATRA D. ZURITA
CLERK OF THE CITY OF COMPTON



P R O P O S A L

20335 S Western AVENUE
TORRANCE, CA 90501
PH#310-436-8612

DATE	PROPOSAL#
09/22/25	9239

PROJECT#: 100-66

CUSTOMER:
CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220
PH#

INSTALL AT:
CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220

FAX NUMBER#	CUSTOMER P.O.#	SALESPERSON	TERMS	QUOTE VALID
		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
CITY OF COMPTON - WASTE DIVISION					
PLEASE REFERENCE SPA # OACA3A00766E					
JUSTINE'S OFFICE					
1	2	4657C	***** Devens Black Mesh Back Side Chair - Configurable SEAT46-FAB-SIDEUPH Fabrics for 4600 Side Seat SEAT46-A Seat 4600 UPH Fabrics Grade A STANDARDA Grade A Standard UPH Fabrics CTERRAIN Terrain RO-FU1324 Terrain Crow Tag(s): Justine Office Seating	301.00	602.00
2	1	C-BFP1812M	***** Box/File Mobile Pedestal w/Cushion - 18D x 12W RO-L1009 Laminate Casegoods - Storm FCA Fabric Modular Choice Grade A Upholstery CTERRAIN Terrain RO-FU1324 Terrain Crow BAR_PULL Bar Pull Casegoods BAR_A Bar Pull Grade A Paint Casegoods RX-BAR-MS Bar Pull Painted Metallic Silver LOCK_C Silver Lock RO-L1009 Laminate Casegoods - Storm Tag(s): Justine Office	463.41	463.41

P R O P O S A L

DATE	PROPOSAL#
09/22/25	9239

PROJECT#: 100-66

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		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
3	1	C-OWMC16541 4L	***** Overhead - WM - 16H X 54W X 14D - Laminate Cabinet Doors	521.74	521.74
		RO-L1009	Laminate Casegoods - Storm		
		RO-L1009	Laminate Casegoods - Storm		
		BAR_PULL	Bar Pull Casegoods		
		BAR_A	Bar Pull Grade A Paint Casegoods		
		RX-BAR-MS	Bar Pull Painted Metallic Silver		
		LOCK_C	Silver Lock		
			Tag(s): Justine Office		
4	1	X-BBFPFS23	***** Cbx Partial Depth Bbf Ped 23dx28hx16w	404.51	404.51
		RO-L1009	Laminate Casegoods - Storm		
		BAR_PULL	Bar Pull Casegoods		
		BAR_A	Bar Pull Grade A Paint Casegoods		
		RX-BAR-MS	Bar Pull Painted Metallic Silver		
		LOCK_C	Silver Lock		
		RO-L1009	Laminate Casegoods - Storm		
			Tag(s): Justine Office		
5	1	X-DSS8424	***** Cb Desk Shell With Access Mod 24dx84wx29h	329.65	329.65
		RO-L0310	Laminate - True White		
		G_RIGHT	Grommet Option D - Right Rear Corner #3		
		GROMMETC	Grommet Cover Color Selection		
		W-GRC3W	Grommet Cover - White		
		RO-L0310	Laminate - True White		
			Tag(s): Justine Office		
6	1	X-LAT2DFS36 23	***** Cbx 2d Partial Depth Lat 23dx28hx36w	699.77	699.77
		RO-L1009	Laminate Casegoods - Storm		
		BAR_PULL	Bar Pull Casegoods		
		BAR_A	Bar Pull Grade A Paint Casegoods		
			CONTINUED...		

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		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
		RX-BAR-MS	Bar Pull Painted Metallic Silver		
		LOCK_C	Silver Lock		
		RO-L1009	Laminate Casegoods - Storm		
			Tag(s): Justine Office		
7	1	X-LSWM36301	***** CBX Wall Mounted L	232.18	232.18
		2H	Shelf HORZ 36Hx30Wx12D		
		RO-L1009	Laminate Casegoods - Storm		
		RO-L0319	Laminate - Storm		
			Tag(s): Justine Office		
8	1	X-PTFFOF661	***** CBX FF Ped Tower with	694.07	694.07
		8	Open Front 24Dx66Hx18W		
		RO-L1009	Laminate Casegoods - Storm		
		BAR_PULL	Bar Pull Casegoods		
		BAR_A	Bar Pull Grade A Paint Casegoods		
		RX-BAR-MS	Bar Pull Painted Metallic Silver		
		LOCK_C	Silver Lock		
		RO-L1009	Laminate Casegoods - Storm		
			Tag(s): Justine Office		
9	1	X-WMTACK205	***** CBX Wall Mount	183.73	183.73
		4	Tackboard 20H x 54W		
		FAB-XA001	Fabric Modular Choice Grade A		
		FAB-AD-MAT	Panel Fabric Choice For Grade A Directional Only		
		RO-F2067-V2	Engage Rain Cloud		
			Tag(s): Justine Office		
10	1	T-3RCL30722	***** Day to Day HA 3Leg	1,154.06	1,154.06
		448H	Tbl,Main R 30x72,Rtrn L		
			24x48,2mm Edge		
		EDGE	2mm Grade A		
		RO-E081-V2	2mm Edge - Satin White/True White		
		EDGE	2mm Grade A		
			CONTINUED...		

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		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
		RO-E081-V2	2mm Edge - Satin White/True White		
		RW-GRRB	B - Location 1		
		GROMMETC	Grommet Cover Color Selection		
		W-GRC3W	Grommet Cover - White		
		RW-GRRB	B - Location 1		
		GROMMETC	Grommet Cover Color Selection		
		W-GRC3W	Grommet Cover - White		
		LAMTABA	Grade A Laminates		
		LAMAISM	AIS Grade A Laminates		
		RO-L0310	Laminate - True White		
		LAMTABA	Grade A Laminates		
		LAMAISM	AIS Grade A Laminates		
		RO-L0310	Laminate - True White		
		RWFS-3S3L9024W	HAT Base, 3 Seg, 50x80, 3 Leg 90 deg, 24d, White		
			Tag(s): Justine Office		
11	1	X-HATM1272	***** Cbx Suspended Hat Modesty 12h For 72w (56 Actual)	173.66	173.66
		RO-L1006	Laminate Casegoods - True White		
			Tag(s): Justine Office		
12	1	A-DVVWMTL16	***** Tasklight Cord/Vertical Wire Manager - 16H	21.66	21.66
		PAINTCLV1	Paint Choice - Panel Hung WS Support Non Standard		
		PAINT10	Paint Choice - Support		
		PAINTMA-15	Paint Grade A		
		RO-P0012	MT - Medium Tone		
			Tag(s): Justine Office		
13	2	A-WMJC98	***** Wire Manager J Channel 98 3/8"	31.92	63.84
			CONTINUED...		

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		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
			Tag(s): Justine Office		
14	1	A-LEDTL-615 40	***** 40 Led Task Light, W/ Dimmer & Transformer	166.63	166.63
			Tag(s): Justine Office		
15	1	S-W1CORE6	***** Silver Key Alike Kit (6 Cores) - Wesko Type	20.33	20.33
			Tag(s): Justine Office		
			JUSTINE'S OFFICE TOTAL		5,731.24

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FAX NUMBER#	CUSTOMER P.O.#	SALESPERSON	TERMS	QUOTE VALID
		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
SASHA'S OFFICE					
16	1	4400C	***** Bolton Black High Back Configurable CP-A3D Height, Depth and Rotating Arms (3D) Black CP-BASEB (Std) Polymer Base CP-60MMSOFT Soft Wheel Casters for Hard Floors CP-MECHSLS-V2 Tension Adjustable Synchro-Tilt with Seat Slider CP-3CYLINDER (Std) 4" Cylinder BACK44-FAB-BLK UPH Fabrics for 4400 Back Black Frame BACK44-A-BF Grade A Back 4400 UPH Fabrics (Black Frame) STANDARD A Grade A Standard UPH Fabrics CWELLESLEY Wellesley RO-FU1312 Wellesley Black SEAT44-FAB-BF UPH Fabrics for 4400 Seat Black Frame SEAT44-A Seat 4400 UPH Fabrics Grade A STANDARD A Grade A Standard UPH Fabrics CWELLESLEY Wellesley RO-FU1312 Wellesley Black CP-NONE (Standard) CAL 117 CP-CHAIR-ASSY Fully Assembled Tag(s): Sasha Office Seating	500.95	500.95
17	2	4657C	***** Devens Black Mesh Back Side Chair - Configurable SEAT46-FAB-SIDEUPH Fabrics for 4600 Side Seat SEAT46-A Seat 4600 UPH Fabrics Grade A STANDARD A Grade A Standard UPH Fabrics CTERRAIN Terrain RO-FU1324 Terrain Crow Tag(s): Sasha Office Seating	301.00	602.00
18	1	C-BFP1812M	***** Box/File Mobile Pedestal w/Cushion - 18D x 12W CONTINUED...	463.41	463.41

P R O P O S A L

DATE	PROPOSAL#
09/22/25	9239

PROJECT#: 100-66

CUSTOMER:

CITY OF COMPTON
205 WILLOWBROOK AVENUE
COMPTON, CA 90220

PH#

INSTALL AT:

CITY OF COMPTON
205 WILLOWBROOK AVENUE
COMPTON, CA 90220

FAX NUMBER#

CUSTOMER P.O.#

SALESPERSON

TERMS

QUOTE VALID

CELINA MELENA

NET 30

10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
		RO-L1009	Laminate Casegoods - Storm		
		FCA	Fabric Modular Choice Grade A Upholstery		
		CTERRAIN	Terrain		
		RO-FU1324	Terrain Crow		
		BAR_PULL	Bar Pull Casegoods		
		BAR_A	Bar Pull Grade A Paint Casegoods		
		RX-BAR-MS	Bar Pull Painted Metallic Silver		
		LOCK_C	Silver Lock		
		RO-L1009	Laminate Casegoods - Storm		
		Tag(s): Sasha Office			
19	1	C-OWMC16541	***** Overhead - WM - 16H X	521.74	521.74
		4L	54W X 14D - Laminate Cabinet		
			Doors		
		RO-L1009	Laminate Casegoods - Storm		
		RO-L1009	Laminate Casegoods - Storm		
		BAR_PULL	Bar Pull Casegoods		
		BAR_A	Bar Pull Grade A Paint Casegoods		
		RX-BAR-MS	Bar Pull Painted Metallic Silver		
		LOCK_C	Silver Lock		
		Tag(s): Sasha Office			
20	1	X-BBFPFS23	***** Cbx Partial Depth Bbf	404.51	404.51
			Ped 23dx28hx16w		
		RO-L1009	Laminate Casegoods - Storm		
		BAR_PULL	Bar Pull Casegoods		
		BAR_A	Bar Pull Grade A Paint Casegoods		
		RX-BAR-MS	Bar Pull Painted Metallic Silver		
		LOCK_C	Silver Lock		
		RO-L1009	Laminate Casegoods - Storm		
		Tag(s): Sasha Office			

P R O P O S A L

DATE	PROPOSAL#
09/22/25	9239

PROJECT#: 100-66

CUSTOMER:
CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220
PH#

INSTALL AT:
CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220

FAX NUMBER#	CUSTOMER P.O.#	SALESPERSON	TERMS	QUOTE VALID
		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
21	1	X-CCD2754	***** Cbx Full Depth Cred With Cabinet Doors 18dx28hx54w	652.08	652.08
		RO-L1006	Laminate Casegoods - True White		
		RO-L1006	Laminate Casegoods - True White		
		BAR_PULL	Bar Pull Casegoods		
		BAR_A	Bar Pull Grade A Paint Casegoods		
		RX-BAR-MS	Bar Pull Painted Metallic Silver		
		LOCK_C	Silver Lock		
			Tag(s): Sasha Office		
22	1	X-DSS8424	***** Cb Desk Shell With Access Mod 24dx84wx29h	329.65	329.65
		RO-L0310	Laminate - True White		
		G_LEFT	Grommet Option C - Left Rear Corner #2		
		GROMMETC	Grommet Cover Color Selection		
		W-GRC3W	Grommet Cover - White		
		RO-L0310	Laminate - True White		
			Tag(s): Sasha Office		
23	1	X-LAT2DFS36 23	***** Cbx 2d Partial Depth Lat 23dx28hx36w	699.77	699.77
		RO-L1009	Laminate Casegoods - Storm		
		BAR_PULL	Bar Pull Casegoods		
		BAR_A	Bar Pull Grade A Paint Casegoods		
		RX-BAR-MS	Bar Pull Painted Metallic Silver		
		LOCK_C	Silver Lock		
		RO-L1009	Laminate Casegoods - Storm		
			Tag(s): Sasha Office		
24	1	X-LSWM36301 2H	***** CBX Wall Mounted L Shelf HORZ 36Hx30Wx12D	232.18	232.18
		RO-L1009	Laminate Casegoods - Storm		
		RO-L0319	Laminate - Storm		
			Tag(s): Sasha Office		

P R O P O S A L

DATE	PROPOSAL#
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PROJECT#: 100-66

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PH#

INSTALL AT:
CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220

FAX NUMBER#	CUSTOMER P.O.#	SALESPERSON	TERMS	QUOTE VALID
		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
25	1	X-PTFFOF661	***** CBX FF Ped Tower with	694.07	694.07
		8	Open Front 24Dx66Hx18W		
		RO-L1009	Laminate Casegoods - Storm		
		BAR_PULL	Bar Pull Casegoods		
		BAR_A	Bar Pull Grade A Paint Casegoods		
		RX-BAR-MS	Bar Pull Painted Metallic Silver		
		LOCK_C	Silver Lock		
		RO-L1009	Laminate Casegoods - Storm		
			Tag(s): Sasha Office		
26	1	X-WMTACK205	***** CBX Wall Mount	183.73	183.73
		4	Tackboard 20H x 54W		
		FAB-XA001	Fabric Modular Choice Grade A		
		FAB-AD-MAT	Panel Fabric Choice For Grade A Directional Only		
		RO-F2067-V2	Engage Rain Cloud		
			Tag(s): Sasha Office		
27	2	A-WMJC98	***** Wire Manager J Channel	31.92	63.84
			98 3/8"		
			Tag(s): Sasha Office		
28	1	T-3RCR30722	***** Day to Day HA 3Leg	1,154.06	1,154.06
		448H	Tbl,Main L 30x72,Rtrn R		
			24x48,2mm Edge		
		EDGE	2mm Grade A		
		RO-E081-V2	2mm Edge - Satin White/True White		
		EDGE	2mm Grade A		
		RO-E081-V2	2mm Edge - Satin White/True White		
		RW-GRRB	B - Location 1		
		GROMMETC	Grommet Cover Color Selection		
		W-GRC3W	Grommet Cover - White		
		RW-GRRB	B - Location 1		
		GROMMETC	Grommet Cover Color Selection		
		W-GRC3W	Grommet Cover - White		
			CONTINUED...		

P R O P O S A L

DATE	PROPOSAL#
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PROJECT#: 100-66

CUSTOMER:
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PH#

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CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220

FAX NUMBER#	CUSTOMER P.O.#	SALESPERSON	TERMS	QUOTE VALID
		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
		LAMTABA	Grade A Laminates		
		LAMAISM	AIS Grade A Laminates		
		RO-L0310	Laminate - True White		
		LAMTABA	Grade A Laminates		
		LAMAISM	AIS Grade A Laminates		
		RO-L0310	Laminate - True White		
		RWFS-3S3L9024W	HAT Base, 3 Seg, 50x80, 3 Leg 90 deg, 24d, White		
			Tag(s): Sasha Office		
29	1	X-HATM1272	***** Cbx Suspended Hat	173.66	173.66
			Modesty 12h For 72w (56		
			Actual)		
		RO-L1006	Laminate Casegoods - True White		
			Tag(s): Sasha Office		
30	1	A-DVVWMTL16	***** Tasklight	21.66	21.66
			Cord/Vertical Wire Manager -		
			16H		
		PAINTCLV1	Paint Choice - Panel Hung WS Support Non Standard		
		PAINT10	Paint Choice - Support		
		PAINTMA-15	Paint Grade A		
		RO-P0012	MT - Medium Tone		
			Tag(s): Sasha Office		
31	1	A-LEDTL-615	***** 40 Led Task Light, W/	166.63	166.63
		40	Dimmer & Transformer		
			Tag(s): Sasha Office		
32	1	S-W1CORE7	***** Silver Key Alike Kit	23.75	23.75
			(7 Cores) - Wesko Type		
			Tag(s): Sasha Office		

P R O P O S A L

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09/22/25	9239

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FAX NUMBER#	CUSTOMER P.O.#	SALESPERSON	TERMS	QUOTE VALID
		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
33	1	W-WS1854	***** 2mm Edge Rect Surface 18D X 54W	132.24	132.24
		EDGE	2mm Grade A		
		RO-E083-V2	2mm Edge - Storm		
		RW-GRRA	Option A - No additional grommets		
		LAMAISMO	AIS Grade A Laminates		
		RO-L0319	Laminate - Storm		
			Tag(s): Sasha Office		
			SASHA'S OFFICE TOTAL		7,019.93

P R O P O S A L

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205 WILLOWBROOK AVENUE
COMPTON, CA 90220

FAX NUMBER#

CUSTOMER P.O.#

SALESPERSON

TERMS

QUOTE VALID

CELINA MELENA

NET 30

10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
SEMMIK'S OFFICE					
34	2	4657C	***** Devens Black Mesh Back Side Chair - Configurable SEAT46-FAB-SIDEUPH Fabrics for 4600 Side Seat SEAT46-A Seat 4600 UPH Fabrics Grade A STANDARD A Grade A Standard UPH Fabrics CTERRAIN Terrain RO-FU1324 Terrain Crow Tag(s): Semmik Office Seating	301.00	602.00
35	1	C-BFP1812M	***** Box/File Mobile Pedestal w/Cushion - 18D x 12W RO-L1009 Laminate Casegoods - Storm FCA Fabric Modular Choice Grade A Upholstery CTERRAIN Terrain RO-FU1324 Terrain Crow BAR_PULL Bar Pull Casegoods BAR_A Bar Pull Grade A Paint Casegoods RX-BAR-MS Bar Pull Painted Metallic Silver LOCK_C Silver Lock RO-L1009 Laminate Casegoods - Storm Tag(s): Semmik Office	463.41	463.41
36	1	C-OWMC16541 4L	***** Overhead - WM - 16H X 54W X 14D - Laminate Cabinet Doors RO-L1009 Laminate Casegoods - Storm RO-L1009 Laminate Casegoods - Storm BAR_PULL Bar Pull Casegoods BAR_A Bar Pull Grade A Paint Casegoods RX-BAR-MS Bar Pull Painted Metallic Silver LOCK_C Silver Lock Tag(s): Semmik Office	521.74	521.74

P R O P O S A L

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FAX NUMBER#	CUSTOMER P.O.#	SALESPERSON	TERMS	QUOTE VALID
		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
37	1	X-BBFPFS23	***** Cbx Partial Depth Bbf Ped 23dx28hx16w	404.51	404.51
		RO-L1009	Laminate Casegoods - Storm		
		BAR_PULL	Bar Pull Casegoods		
		BAR_A	Bar Pull Grade A Paint Casegoods		
		RX-BAR-MS	Bar Pull Painted Metallic Silver		
		LOCK_C	Silver Lock		
		RO-L1009	Laminate Casegoods - Storm		
			Tag(s): Semmik Office		
38	1	X-DSS8424	***** Cb Desk Shell With Access Mod 24dx84wx29h	329.65	329.65
		RO-L0310	Laminate - True White		
		G_RIGHT	Grommet Option D - Right Rear Corner #3		
		GROMMETC	Grommet Cover Color Selection		
		W-GRC3W	Grommet Cover - White		
		RO-L0310	Laminate - True White		
			Tag(s): Semmik Office		
39	1	X-LAT2DFS36 23	***** Cbx 2d Partial Depth Lat 23dx28hx36w	699.77	699.77
		RO-L1009	Laminate Casegoods - Storm		
		BAR_PULL	Bar Pull Casegoods		
		BAR_A	Bar Pull Grade A Paint Casegoods		
		RX-BAR-MS	Bar Pull Painted Metallic Silver		
		LOCK_C	Silver Lock		
		RO-L1009	Laminate Casegoods - Storm		
			Tag(s): Semmik Office		
40	1	X-LSWM36301 2H	***** CBX Wall Mounted L Shelf HORZ 36Hx30Wx12D	232.18	232.18
		RO-L1009	Laminate Casegoods - Storm		
		RO-L0319	Laminate - Storm		
			Tag(s): Semmik Office		

P R O P O S A L

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FAX NUMBER#	CUSTOMER P.O.#	SALESPERSON	TERMS	QUOTE VALID
		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
41	1	X-PTFFOF661	***** CBX FF Ped Tower with	694.07	694.07
		8	Open Front 24Dx66Hx18W		
		RO-L1009	Laminate Casegoods - Storm		
		BAR_PULL	Bar Pull Casegoods		
		BAR_A	Bar Pull Grade A Paint Casegoods		
		RX-BAR-MS	Bar Pull Painted Metallic Silver		
		LOCK_C	Silver Lock		
		RO-L1009	Laminate Casegoods - Storm		
			Tag(s): Semmik Office		
42	1	X-WMTACK205	***** CBX Wall Mount	183.73	183.73
		4	Tackboard 20H x 54W		
		FAB-XA001	Fabric Modular Choice Grade A		
		FAB-AD-MAT	Panel Fabric Choice For Grade A Directional Only		
		RO-F2067-V2	Engage Rain Cloud		
			Tag(s): Semmik Office		
43	2	A-WMJC98	***** Wire Manager J Channel	31.92	63.84
			98 3/8"		
			Tag(s): Semmik Office		
44	1	T-3RCL30722	***** Day to Day HA 3Leg	1,142.28	1,142.28
		442H	Tbl,Main R 30x72,Rtrn L		
			24x42,2mm Edge		
		EDGE	2mm Grade A		
		RO-E081-V2	2mm Edge - Satin White/True White		
		EDGE	2mm Grade A		
		RO-E081-V2	2mm Edge - Satin White/True White		
		RW-GRRB	B - Location 1		
		GROMMETC	Grommet Cover Color Selection		
		W-GRC3W	Grommet Cover - White		
		RW-GRRB	B - Location 1		
		GROMMETC	Grommet Cover Color Selection		
		W-GRC3W	Grommet Cover - White		
			CONTINUED...		

P R O P O S A L

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CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220

FAX NUMBER#	CUSTOMER P.O.#	SALESPERSON	TERMS	QUOTE VALID
		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
		LAMTABA	Grade A Laminates		
		LAMAISM	AIS Grade A Laminates		
		RO-L0310	Laminate - True White		
		LAMTABA	Grade A Laminates		
		LAMAISM	AIS Grade A Laminates		
		RO-L0310	Laminate - True White		
		RWFS-3S3L9024W	HAT Base, 3 Seg, 50x80, 3 Leg 90 deg, 24d, White		
			Tag(s): Semmik Office		
45	1	X-HATM1272	***** Cbx Suspended Hat Modesty 12h For 72w (56 Actual)	173.66	173.66
		RO-L1006	Laminate Casegoods - True White		
			Tag(s): Semmik Office		
46	1	A-DVVWMTL16	***** Tasklight Cord/Vertical Wire Manager - 16H	21.66	21.66
		PAINTCLV1	Paint Choice - Panel Hung WS Support Non Standard		
		PAINT10	Paint Choice - Support		
		PAINTMA-15	Paint Grade A		
		RO-P0012	MT - Medium Tone		
			Tag(s): Semmik Office		
47	1	A-LEDTL-615 40	***** 40 Led Task Light, W/ Dimmer & Transformer	166.63	166.63
			Tag(s): Semmik Office		
48	1	S-W1CORE6	***** Silver Key Alike Kit (6 Cores) - Wesko Type	166.63	166.63
			Tag(s): Semmik Office		

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FAX NUMBER#	CUSTOMER P.O.#	SALESPERSON	TERMS	QUOTE VALID
		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
STATIONS AREA					
49	3	4900C	***** Natick Black Configurable Task Chair CP-A3D-V2-4900CHeight, Depth and Rotating Arms (3D) Black CP-BASEB (Std) Polymer Base CP-60MMSOFT Soft Wheel Casters for Hard Floors CP-MECHSLS-V2 Tension Adjustable Synchro-Tilt with Seat Slider CP-3CYLINDER (Std) 4" Cylinder BACK49-FAB-BLK UPH Fabrics for 4900 Back Black Frame BACK49-MESHBLK Back Colored Mesh for Black Frames CP-FR-BLACK-NC Black Graduated Mesh Back (Standard on Black Frame SEAT49-FAB-BF UPH Fabrics for 4900 Seat Black Frame SEAT49-A Seat 4900 UPH Fabrics Grade A STANDARD A Grade A Standard UPH Fabrics CTERRAIN Terrain RO-FU1324 Terrain Crow CP-NONE (Standard) CAL 117 CP-CHAIR-ASSY Fully Assembled Tag(s): Stations Area Seating	480.74	1,442.22
50	3	E-DP6GFPB	***** Snap-In Data Plate w/6 Gang Face - Black Tag(s): Stations Area	7.98	23.94
51	3	E-HRJ45-SM	***** Data Jack RJ45 CAT5 Tag(s): Stations Area	27.17	81.51
52	3	E-HXJ6BK-SM	***** Data Jack CAT6 Black Tag(s): Stations Area	29.64	88.92

P R O P O S A L

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CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220

FAX NUMBER#	CUSTOMER P.O.#	SALESPERSON	TERMS	QUOTE VALID
		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
53	3	E-MW8W4DO1	***** Duplex Outlet - Line 1 - Black Tag(s): Stations Area	17.29	51.87
54	3	E-MW8W4DO2	***** Duplex Outlet - Line 2 - Black Tag(s): Stations Area	17.29	51.87
55	3	E-MW8W4DO3	***** Duplex Outlet - Line 3 - Black Tag(s): Stations Area	17.29	51.87
56	3	E-MW8W4DO4	***** Duplex Outlet - Line 4 Dedicated - Black Tag(s): Stations Area	17.29	51.87
57	6	E-MX8W4PTPC 18	***** 18 in. Electrical Jumper (Panel To Panel) Tag(s): Stations Area	46.74	280.44
58	6	E-MX8W4PTPC 21	***** 21 in. Electrical Jumper (Extended Panel To Panel) Tag(s): Stations Area	49.02	294.12
59	1	E-UN8W4BIFS	***** Side Mounted Base Infeed - 72L - 8 Wire/4 Circuit CONTINUED...	108.68	108.68

P R O P O S A L

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FAX NUMBER#	CUSTOMER P.O.#	SALESPERSON	TERMS	QUOTE VALID
		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
			Tag(s): Stations Area		
60	2	P-DLBS3W	***** Linear 3-Way 90 Degree Base Shroud	5.89	11.78
		BCSW	SW - Satin White		
		NODVMD	No		
			Tag(s): Stations Area		
61	5	P-DLBS90	***** Linear 2 Way - 90 Degree Base Shroud	5.89	29.45
		BCSW	SW - Satin White		
		NODVMD	No		
			Tag(s): Stations Area		
62	3	P-DLPF250	***** Divi Linear Post Filler - 2 -Way 50H	76.95	230.85
		RO-P0069	SW - White		
		PAINTDA-15	Paint Grade A		
		RO-P0069	SW - White		
			Tag(s): Stations Area		
63	2	P-DLPF266	***** Divi Linear Post Filler - 2 -Way 66H	80.75	161.50
		RO-P0069	SW - White		
		PAINTDA-15	Paint Grade A		
		RO-P0069	SW - White		
			Tag(s): Stations Area		
64	2	P-DLPF366	***** Divi Linear Post Filler - 3 Way - 66H	77.90	155.80
		RO-P0069	SW - White		
		PAINTDA-15	Paint Grade A		
		RO-P0069	SW - White		
			CONTINUED...		

P R O P O S A L

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FAX NUMBER#	CUSTOMER P.O.#	SALESPERSON	TERMS	QUOTE VALID
		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
			Tag(s): Stations Area		
65	4	P-DLSEOR	***** Divi Linear Base - End of Run Shroud	5.89	23.56
		BCSW	SW - Satin White		
			Tag(s): Stations Area		
66	3	P-DLTPPM662	***** Divi Linear Tack Panel	289.18	867.54
	4		- Perm/Mono - PWR - 66H x 24W		
		BCPSW	SW - Satin White		
		NODVMD	No		
		F031A	Fabric Grade A		
		FAB-AD	Directional Fabric - Grade A		
		GTHEORY	Theory		
		RO-F2228	Lagoon		
		F031A	Fabric Grade A		
		FAB-AD	Directional Fabric - Grade A		
		GTHEORY	Theory		
		RO-F2228	Lagoon		
		AVERTICAL	Fabric/Laminate Applied Vertically (Original Optio		
		PAINTDLPA	Paint Linear Panel Trim Grade A		
		PTSW	SW - Satin White		
			Tag(s): Stations Area		
67	6	P-DLTPPM663	***** Divi Linear Tack Panel	319.39	1,916.34
	6		- Perm/Mono - PWR - 66H x 36W		
		BCPSW	SW Satin White		
		NODVMD	No		
		F032A	Fabric Grade A		
		FAB-AD	Directional Fabric - Grade A		
		GTHEORY	Theory		
			CONTINUED...		

P R O P O S A L

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09/22/25	9239

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CUSTOMER:
CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220
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INSTALL AT:
CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220

FAX NUMBER#	CUSTOMER P.O.#	SALESPERSON	TERMS	QUOTE VALID
		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
		RO-F2228	Lagoon		
		F032A	Fabric Grade A		
		FAB-AD	Directional Fabric - Grade A		
		GTHEORY	Theory		
		RO-F2228	Lagoon		
		AVERTICAL	Fabric/Laminate Applied Vertically (Original Optio		
		PAINTDLPA	Paint Linear Panel Trim Grade A		
		PTSW	SW - Satin White		
		Tag(s): Stations Area			
68	3	P-DLTPPM664	***** Divi Linear Tack Panel	350.36	1,051.08
	8		- Perm/Mono - PWR - 66H x		
			48W		
		BCPSW	SW - Satin White		
		NODVMD	No		
		F034A	Fabric Grade A		
		FAB-AD	Directional Fabric - Grade A		
		GTHEORY	Theory		
		RO-F2228	Lagoon		
		F034A	Fabric Grade A		
		FAB-AD	Directional Fabric - Grade A		
		GTHEORY	Theory		
		RO-F2228	Lagoon		
		AVERTICAL	Fabric/Laminate Applied Vertically (Original Optio		
		PAINTDLPA	Paint Linear Panel Trim Grade A		
		PTSW	SW - Satin White		
		Tag(s): Stations Area			
69	3	P-DLTRPM502	***** Divi Linear Tack Panel	186.20	558.60
	4		- Perm/Mono - NPWR - 50H x		
			24W		
		NODVMD	No		
		BCSW	SW - Satin White		
		F001A	Fabric Grade A		
		CONTINUED...			

P R O P O S A L

DATE	PROPOSAL#
09/22/25	9239

PROJECT#: 100-66

CUSTOMER:
CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220
PH#

INSTALL AT:
CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220

FAX NUMBER#	CUSTOMER P.O.#	SALESPERSON	TERMS	QUOTE VALID
		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
		FAB-AD	Directional Fabric - Grade A		
		GTHEORY	Theory		
		RO-F2228	Lagoon		
		F001A	Fabric Grade A		
		FAB-AD	Directional Fabric - Grade A		
		GTHEORY	Theory		
		RO-F2228	Lagoon		
		AVERTICAL	Fabric/Laminate Applied Vertically (Original Optio		
		PAINTDLPA	Paint Linear Panel Trim Grade A		
		PTSW	SW - Satin White		
		Tag(s): Stations Area			
70	1	P-DLTRPM663	***** Divi Linear Tack Panel	241.11	241.11
		6	- Perm/Mono - NPWR - 66H x		
			36W		
		NODVMD	No		
		BCSW	SW - Satin White		
		F032A	Fabric Grade A		
		FAB-AD	Directional Fabric - Grade A		
		GTHEORY	Theory		
		RO-F2228	Lagoon		
		F032A	Fabric Grade A		
		FAB-AD	Directional Fabric - Grade A		
		GTHEORY	Theory		
		RO-F2228	Lagoon		
		AVERTICAL	Fabric/Laminate Applied Vertically (Original Optio		
		PAINTDLPA	Paint Linear Panel Trim Grade A		
		PTSW	SW - Satin White		
		Tag(s): Stations Area			
71	1	P-DLTRPM664	***** Divi Linear Tack Panel	256.50	256.50
		2	- Perm/Mono - NPWR - 66H x		
			42W		
		NODVMD	No		
		CONTINUED...			

P R O P O S A L

DATE	PROPOSAL#
09/22/25	9239

PROJECT#: 100-66

CUSTOMER:
CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220
PH#

INSTALL AT:
CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220

FAX NUMBER#	CUSTOMER P.O.#	SALESPERSON	TERMS	QUOTE VALID
		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
		BCSW	SW- Satin White		
		F033A	Fabric Grade A		
		FAB-AD	Directional Fabric - Grade A		
		GTHEORY	Theory		
		RO-F2228	Lagoon		
		F033A	Fabric Grade A		
		FAB-AD	Directional Fabric - Grade A		
		GTHEORY	Theory		
		RO-F2228	Lagoon		
		AVERTICAL	Fabric/Laminate Applied Vertically (Original Optio		
		PAINTDLPA	Paint Linear Panel Trim Grade A		
		PTSW	SW - Satin White		
		Tag(s): Stations Area			
72	1	P-DLWMKIT66	***** Divi Linear Wall Mount	34.77	34.77
			Kit - 66H		
		PAINTDLWA-15	Paint Linear Wallmount Grade A		
		PTSW	Linear Wallmount Trim Satin White		
		Tag(s): Stations Area			
73	3	WPS-UNCT24L	***** Regular Cantilever -	22.80	68.40
			Left Hand - 24D		
		PAINTCLV2	Paint Choice - Panel Hung WS Support Non Standard		
		PAINT10	Paint Choice - Support		
		PAINTMA-15	Paint Grade A		
		RO-P0069	SW - White		
		Tag(s): Stations Area			
74	3	T-RCR247229	***** TBL, REC, 2mm,	636.50	1,909.50
		HG	24Dx72Wx29H, HAL, E SERIES		
			GLD 2 STAGE		
		EDGE	2mm Grade A		
		RO-E083-V2	2mm Edge - Storm		
		RW-GRRB	B - Location 1		
		CONTINUED...			

P R O P O S A L

DATE	PROPOSAL#
09/22/25	9239

PROJECT#: 100-66

CUSTOMER:
CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220
PH#

INSTALL AT:
CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220

FAX NUMBER#	CUSTOMER P.O.#	SALESPERSON	TERMS	QUOTE VALID
		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
		GROMMETC	Grommet Cover Color Selection		
		W-GRC3B	Grommet Cover - Black		
		LAMTABA	Grade A Laminates		
		LAMAISM	AIS Grade A Laminates		
		RO-L0319	Laminate - Storm		
		RWFS2S2L24-S	HAT Base Kit, 2 Seg, 50x80, 2 Leg, 24D, Silver		
			Tag(s): Stations Area		
75	6	A-DVVWMTL16	***** Tasklight	21.66	129.96
			Cord/Vertical Wire Manager -		
			16H		
		PAINTCLV1	Paint Choice - Panel Hung WS Support Non Standard		
		PAINT10	Paint Choice - Support		
		PAINTMA-15	Paint Grade A		
		RO-P0069	SW - White		
			Tag(s): Stations Area		
76	3	A-LEDTL-6-D	***** Led Task Light	26.60	79.80
		CW	Connection Cord For Aledtl		
			Xxxxx		
			Tag(s): Stations Area		
77	3	A-LEDTL-610	***** 24 Led Task Light, W/	112.29	336.87
		24	Dimmer & Transformer		
			Tag(s): Stations Area		
78	3	A-LEDTL-615	***** 40 Led Task Light, W/	166.63	499.89
		40	Dimmer & Transformer		
			Tag(s): Stations Area		

P R O P O S A L

DATE	PROPOSAL#
09/22/25	9239

PROJECT#: 100-66

CUSTOMER:
CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220
PH#

INSTALL AT:
CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220

FAX NUMBER#	CUSTOMER P.O.#	SALESPERSON	TERMS	QUOTE VALID
		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
79	3	S-FDUDV24	***** Divi Type C Flipper Unit - Solid Face - 24W RS-FDFMC24 Metal Door RS-FDSUR Flipper Door Standard Suspension PAINTMA-15 Paint Grade A RO-P0069 SW - White Tag(s): Stations Area	172.33	516.99
80	3	S-FDUDV48	***** Divi Type C Flipper Unit - Solid Face - 48W RS-FDFMC48 Metal Door RS-FDSUR Flipper Door Standard Suspension PAINTMA-15 Paint Grade A RO-P0069 SW - White Tag(s): Stations Area	197.98	593.94
81	3	S-PEDBBFJ24	***** Pedestal - B/B/F - 24D PAINTMA-15 Paint Grade A RO-P0069 SW - White Tag(s): Stations Area	235.79	707.37
82	3	S-PEDBFMJ1 224	***** Pedestal Box/File Mobile w/Cushion L-Series 12"W X 24"D FCA Fabric Modular Choice Grade A Upholstery CTERRAIN Terrain RO-FU1324 Terrain Crow PAINTMA-15 Paint Grade A RO-P0069 SW - White Tag(s): Stations Area	250.99	752.97
83	3	S-W1CORE4	***** Silver Key Alike Kit (4 Cores) - Wesko Type Tag(s): Stations Area	14.06	42.18

P R O P O S A L

DATE	PROPOSAL#
09/22/25	9239

PROJECT#: 100-66

CUSTOMER:
CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220
PH#

INSTALL AT:
CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220

FAX NUMBER#	CUSTOMER P.O.#	SALESPERSON	TERMS	QUOTE VALID
		CELINA MELENA	NET 30	10/19/25

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
84	3	W-WS2448	***** Rectangular - 2mm Edge - 24D x 48W	126.92	380.76
		EDGE	2mm Grade A		
		RO-E083-V2	2mm Edge - Storm		
		RW-GRRB	B - Location 1		
		GROMMETC	Grommet Cover Color Selection		
		W-GRC3B	Grommet Cover - Black		
		LAMAISMO	AIS Grade A Laminates		
		RO-L0319	Laminate - Storm		
			Tag(s): Stations Area		
			STATIONS AREA TOTAL		14,084.82

DATE	PROPOSAL#
09/22/25	9239

CUSTOMER:
CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220
PH#

INSTALL AT:
CITY OF COMPTON 205 WILLOWBROOK AVENUE COMPTON, CA 90220

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
85	1		LABOR	6,400.00	6,400.00
86	1		DESIGN SERVICES	475.00	475.00

WE REQUIRE 50% DEPOSIT AFTER YOUR ACCEPTANCE.

Thank you for the opportunity to quote on your furniture requirements

DEPOSIT REQUIRED	21,546.00	SUBTOTAL	39,576.75
ACCEPTED BY _____		TAX	3,515.48
DATE ACCEPTED _____		TOTAL	43,092.23



FURNITURE, INSTALLATION, AND RELATED SERVICES
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: RFP 24-01

RFP Issued: April 10, 2024

Pre-Proposal Date: April 24, 2024

Response Due Date: June 6, 2024

Proposals Received: #63

Awarded to: Affordable Interior Systems, Inc. (AIS), Allsteel LLC, Enwork (ASSA Group), Identity Group Holdings Corp., Irwin Seating Company, Jasper Seating Company, Inc. dba JSI, Kimball International Brands, Inc., Krueger International, Inc., Lakeshore Learning Materials, LLC, Meteor Education, LLC, ODP Business Solutions, LLC, OFS Brands Inc, Safco Products Co., School Specialty LLC, SitOnIt Seating (Exemplis LLC), Teknion LLC, The HON Company LLC, VS America, Inc., WB Manufacturing, LLC, Wenger Corporation

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 24-01 on April 10, 2024, to establish a national cooperative contract for Furniture, Installation, and Related Services.

The solicitation included cooperative purchasing language in Sections I. Scope of Work, National Contract:

*Region 4 ESC, as the Principal Procurement Agency, defined in ATTACHMENT D, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement**" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "**Participating Public Agency**") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT D, or as otherwise agreed to. ATTACHMENT D contains additional information about OMNIA Partners and the cooperative purchasing program.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

- Las Vegas Review-Journal
- Kennebec Journal, ME

On June 13, 2024, proposals were received from the following offerors:

Affordable Interior Systems, Inc. (AIS) (Affordable Interior Systems, Inc.)	School Outfitters	CorpDesign (Imagine Furniture Inc.)
Jasper Seating Company, Inc. dba JSI (Jasper Seating Company, Inc.)	School Specialty LLC	Diversified Woodcrafts (DWI Acquisition)
JMJS INC	SitOnIt Seating (Exemplis LLC)	EDmarketplace Inc.
Kaplan Early Learning Company (KAPLAN COMPANIES INC)	Special-T, LLC	Identity Group Holdings Corp. Educational Environments (Frank Cooney Co, Inc)
Kay-Twelve, LLC	Teknion LLC	Enwork (ASSA Group)
Kimball International (Kimball International Brands, Inc.)	The HON Company LLC	ERG International (Ergonom Corporation)
Krueger International, Inc.	Vari Sales Corporation	Flexxform Designs (Flexxform Designs Inc.)
Lakeshore Learning Materials, LLC (Lakeshore Parent, LLC)	VS America, Inc.	Fomcore, LLC
Learning Environments LLC	WB Manufacturing	Framery, Inc
Meteor Education, LLC	OFGO STUDIO (DSI Industries Inc.)	FurnitureLab (Rapp Productions, Inc)
National Public Seating (NPS Public Furniture Corp)	Wenger Corporation	FYRN
Natural Pod (Natural Pod Services, Inc.)	INDEAL Inc.	Global Furniture Group (Global Industries, Inc.)
Neutral Posture, Inc.	Human Active Technology	GMi Companies (Ghent Manufacturing)
Nevers Industries, Inc	AGATI, INC.	Greene Manufacturing, INC.
Irwin Seating Company	Allseating Corporation	Gressco LTD
ODP Business Solutions, LLC	Allsteel LLC	Groupe Lacasse LLC
OFS Brands Inc	Alumni Classroom Furniture Inc.	HiTouch Furniture
OM Seating (Office Master, Inc.)	Appalachian University Systems (Smarter Furnishings)	Elontec
Paragon Furniture Inc	BioFit Engineered Products Limited Partnership	Zilenzio AB
Safco Products Co.	Cabot Wrenn (Hancock & Moore, LLC)	
	CEF-Custom Educational Furnishings	
	Clear Design (Evoque Group LLC)	
	Continental Flooring Company	

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with offerors: *Affordable Interior Systems, Inc. (AIS) (Affordable Interior Systems, Inc.)*, *Allsteel LLC*, *Enwork (ASSA Group)*, *Identity Group Holdings Corp.*, *Irwin Seating Company*, *Jasper Seating Company, Inc. dba JSI (Jasper Seating Company, Inc.)*, *Kimball International (Kimball International Brands, Inc.)*, *Krueger International, Inc.*, *Lakeshore Learning Materials, LLC (Lakeshore Parent, LLC)*, *Meteor Education, LLC*, *ODP Business Solutions, LLC*, *OFS Brands Inc*, *Safco Products Co.*, *School Specialty LLC*, *SitOnIt Seating (Exemplis LLC)*, *Teknion LLC*, *The HON Company LLC*, *VS America, Inc.*, *WB Manufacturing, LLC*, *Wenger Corporation* - all demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

The Board of Directors of Region 4 Education Service Center (ESC) executed the agreements, each with a contract effective date of December 17, 2024.

Term:

Initial three- year agreement from December 17, 2024 through December 31,2027 with the option to renew for two (2) additional one-year periods through December 31, 2029.

Pricing/Discount: Review of Official Signed Contract and Contract Updates. Discount off Price List. Catalogs are available through dealer network or contracted supplier's website.



09/15/2024

Re: Dealer Authorization Letter To: **Mr. Jose Garfias**
City Of Compton Water Department General Manager

Please accept this correspondence as confirmation that NOI (NUNEZ OFFICE INSTALLATIONS) is an authorized servicing dealer approved to represent, specify, sell, and service all products for our OMNIA contract, R191801. NRS is responsive, responsible, and in good standing with our firm.

This being the case, we support and do grant NRS permission to add their company as an authorized agent (to include: service, warranty, specification, installation, etc.) on our behalf for the duration of the OMNIA contract, R191801.

<https://www.omniapartners.com/suppliers/ais/public-sector/contract-documents>

If you have any questions, please feel free to contact me directly at (978)562-7500 or by email at nharitos@ais-inc.com.

Sincerely,

Nick Haritos
President & CEO
Affordable Interior Systems, Inc. (AIS)
P: 978.562.7500
E: nharitos@ais-inc.com

October 28, 2025

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2025-2026 FISCAL YEAR BUDGET TO APPROPRIATE SIXTY-FIVE MILLION EIGHT HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED NINETY- EIGHT DOLLARS (\$65,874,998) AND MAKE PAYMENT TO THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM TO REDUCE THE UNFUNDED ACTUARIALLY ACCRUED LIABILITIES BY A LIKE AMOUNT OF THE ADDITIONAL PAYMENT

SUMMARY

Staff recommends that the City Council adopt a resolution amending the FY 2025–26 Budget to appropriate sixty-five million eight hundred seventy-four thousand nine hundred ninety-eight dollars (\$65,874,998) for a lump-sum principal payment to the California Public Employees' Retirement System (CalPERS) by December 31, 2025. This payment will reduce the City's unfunded accrued liability (UAL) on its pension plan and is projected to save approximately \$42.7 million in interest costs over time.

If the City does not make the lump-sum payment, the combined total of all annual payments required to fully amortize the outstanding UAL balance (including interest) would amount to approximately \$120.6 million over the repayment period.

BACKGROUND

The City of Compton has participated in the California Public Employees' Retirement System (CalPERS) since 1947, contracting with CalPERS to manage the City's pension trust fund and to provide plan administration, investment management, and benefit administration services for all employee groups.

The City's workforce includes four employee unions, as well as unrepresented employees and retirees, who receive pension benefits through the Miscellaneous, Safety Fire, and Safety Police plans administered by CalPERS.

Pension benefits represent a statutory obligation of the employer—a legally guaranteed promise to provide retirement income earned by employees. Once granted, pension benefits cannot be reduced or impaired for existing members under the California Constitution's vested rights doctrine, which prohibits the diminishment of benefits. However, benefit formulas may be renegotiated for future employees.

If an employer fails to adequately fund its pension plan and cannot meet its benefit obligations, employees have legal recourse to recover the pension payments owed to them.

Pension Benefits

The City provides retirement benefits to employees through defined benefit pension plans managed by CalPERS. These plans promise a specific monthly payment at retirement, based on each employee's salary, years of service, and benefit formula.

Pension benefits are pre-funded during an employee's career. Both employees and the City contribute money to CalPERS each pay period. CalPERS invests these funds to help pay future benefits.

Each year, CalPERS actuaries calculate how much needs to be contributed to keep the plan properly funded. The total contribution has two parts:

- Normal Cost: The amount needed to fund benefits employees earn in the current year.
- Unfunded Accrued Liability (UAL): The shortfall that occurs when the plan's assets are less than the estimated value of all future pension payments owed.

The UAL can grow or shrink over time depending on investment performance, salary growth, and how long retirees live. When there is a shortfall, the City makes additional payments to CalPERS over time to close the gap.

CalPERS reviews each plan every year using professional actuarial methods to ensure contributions remain sufficient to meet future benefit obligations.

Copies of the City's actuarial valuations, and those of all CalPERS member agencies, are available on the CalPERS website: [CalPERS Public Agency Actuarial Valuation Reports](#)

STATEMENT OF ISSUE

In October 2022, the California State Auditor issued a report on the City of Compton's financial condition. Among its recommendations, the report advised that by July 2024, the City Council should develop and begin implementing a plan to reduce the City's pension and other postemployment benefit (OPEB) liabilities. The report suggested that such a plan could include placing retirement funds into a trust or adjusting employee contribution levels.

In response to this recommendation, City staff evaluated strategies to reduce the City's long-term pension costs. Through this review, staff identified that making a lump-sum payment toward the City's Unfunded Accrued Liability (UAL) with CalPERS would directly reduce the City's total pension liability and significantly lower future interest and annual payment costs.

Paying down a portion of the UAL now not only improves the City's overall funded status but also helps ensure greater long-term budget stability and sustainability of employee retirement benefits.

Pay Now or Pay More Later

As of the most recent CalPERS actuarial valuation dated June 30, 2024, the City's projected Unfunded Accrued Liability (UAL) balances, rolled forward to the beginning of Fiscal Year 2026–27 (June 30, 2026), are summarized below along with the total payments required under the CalPERS amortization schedule and the portion of those payments attributable to interest, based on CalPERS' assumed annual rate of 6.8%. Although the City of Compton's Police department is no longer in operation, the unfunded liabilities are still present for prior police personnel.

Projected UAL Balance at June 30, 2026

Total Payments Required per CalPERS Amortization Schedule

Interest Included in Scheduled Payments (6.8%)

Unfunded Accrued Liability (UAL)			
Miscellaneous	Fire	Police	Total
75,619,991	47,094,083	29,393,307	152,107,381
120,636,037	74,547,667	37,810,368	232,994,072
45,016,046	27,453,584	8,417,061	80,886,691

While the CalPERS UAL amortization schedules are designed to smooth costs over time, the cumulative interest expense is substantial and can limit the City's capacity to fund essential services. Given that the City has set aside restricted resources specifically for pension-related purposes, it may be prudent to apply those funds as intended, to reduce the City's pension liability and the significant interest costs associated with it.

Additional Discretionary Payments (ADPs)

An Additional Discretionary Payment (ADP) is a voluntary contribution that a CalPERS member agency may make in addition to the required annual payment toward its Unfunded Accrued Liability (UAL). ADPs directly reduce the outstanding pension debt and the associated long-term interest costs.

CalPERS places no strict restrictions on when ADPs may be made. Agencies may make one or more ADPs at any time during the fiscal year, allowing flexibility to align payments with available resources or one-time revenues. This means the current opportunity is not the City's only chance to reduce its UAL—future ADPs can also be made as funding permits.

Proposed ADP

Staff proposes that a \$65,874,998 ADP that would pay off approximately 90% of the Miscellaneous plan UAL balance if paid by 12/31/2025. Since the proposed ADP is ahead of the 6/30/26 projected UAL above, the interest savings is slightly more than the schedule above.

6/30/24 Valuation (Latest CalPERS Valuation Report)			
	Date	Misc Plan	
		100%	90%
UAL Balance as of Valuation Date	6/30/2024	79,960,618	71,964,556
Projected UAL Balance as June 30, 2026	6/30/2026	75,619,991	68,057,992
Total Payments Required Per CalPERS Amortization Schedule	NA	120,636,037	108,572,433
Discounted UAL Pay-Off Estimate at:	12/31/2025	73,194,443	65,874,998
Approximate Interest Savings	NA	47,441,594	42,697,435

Why do we propose the Miscellaneous plan and why only 90%? The miscellaneous plan UAL has a slightly higher interest cost (Interest/UAL balance) than the other plans. The UAL balance also ebbs and flows when actual experience varies from assumptions. Most CalPERS actuaries consider 90% as the upper range of what they recommend being held with CalPERS since recent legislation precludes CalPERS from giving member agencies relief should their plan become overfunded.

While staff has identified the Miscellaneous Plan as the initial candidate for an ADP, the City retains the option to apply additional payments to any individual plan or combination of plans (e.g., Miscellaneous, Police, or Legacy Fire) based on funding priorities and strategic benefits.

Maintaining Liquidity Outside of CalPERS

It is important for the City to retain a portion of its pension reserves in liquid assets outside of CalPERS to preserve flexibility and respond to changing financial conditions. While making additional payments to CalPERS reduces long-term liabilities, once funds are remitted, they cannot be withdrawn or repurposed. Maintaining a liquidity reserve, such as in a §115 Pension Trust or other restricted account, allows the City to respond quickly to unexpected CalPERS rate increases, economic downturns, or market losses that could sharply raise future pension costs. This approach balances debt reduction with prudent liquidity management, ensuring the City can stabilize future budgets and maintain essential services even if pension costs rise more steeply than anticipated.

FISCAL IMPACT

Funds for this payment are being requested to be appropriated in the current fiscal year. Sufficient fund balance is available within the Retirement Trust Fund to support this appropriation. The proposed budget adjustment will authorize the use of these existing reserves to make an additional lump-sum payment to the California Public Employees' Retirement System (CalPERS) to reduce the City's unfunded accrued liability (UAL).

This payment will be funded entirely from the Retirement Trust Fund and will have no impact on any other City Funds or budgetary accounts.

RECOMMENDATION

Staff recommend that the City Council adopt the attached Resolution.

WILLIE A. HOPKINS JR.
CITY MANAGER

Attachments:

Appendix A – CalPERS UAL Amortization Schedules

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2025-2026 FISCAL YEAR BUDGET TO APPROPRIATE SIXTY-FIVE MILLION EIGHT HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED NINETY- EIGHT DOLLARS (\$65,874,998) AND MAKE PAYMENT TO THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM TO REDUCE THE UNFUNDED ACTUARIALLY ACCRUED LIABILITIES BY A LIKE AMOUNT OF THE ADDITIONAL PAYMENT

WHEREAS, the City of Compton has contracted with the California Public Employees Retirement System to manage the City's pension trust fund and provide plan administration and benefit administration services to the City since 1947; and

WHEREAS, pursuant to the State of California Public Employee Retirement Law (PERL), the City has a fiscal responsibility for the general debts and other liabilities of the pension plan, including funding employee benefits under its plan; and

WHEREAS, the pension benefit is advance pre-funded based upon an actuarially determined annual required contribution rate and retiree health care costs are funded utilizing a pay as you go funding methodology; and

WHEREAS, the City had intended on establishing an Internal Revenue Code Section 401(h) Retiree Health Savings Plan to initiate prefunding of health insurance benefits and instead has determined it more beneficial to transfer these assets into the pension trust to further reduce actuarially accrued liabilities due to the difference in the funding methodologies applied to each benefit's costs; and

WHEREAS, funds accumulated in the Retirement Trust Fund for retiree pension and health insurance benefits are held in trust for the purpose of funding costs of retirement benefits.

WHEREAS, the State Auditor of California had issued a report to the City of Compton in October 2022 after their audit of the City was performed. That report contained various recommendations, but one of the recommendations, a Priority 3 Recommendation, stated the following on page 6 of the report:

"By July 2024, the city council should ensure that the city develops and begins implementing a plan for reducing Compton's pension and other postemployment benefits (OPEB) costs and liabilities. This plan may include placing retirement funds into a trust and negotiating changes to employees' contributions for pension and OPEB costs."

This recommendation by the State Auditor of California was taken into consideration by City staff and staff began research on a method to reduce the total Pension Liability.

WHEREAS, staff is recommending that the City Council adopt a resolution amending the 2025-2026 Fiscal Year Budget to appropriate funds for an amount not to exceed sixty-five million eight hundred seventy-four thousand nine hundred ninety-eight dollars (\$65,874,998), and make payment to the California Public Employees Retirement System to reduce the unfunded actuarially accrued liabilities for pension benefits.

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

SECTION 1. That the Retirement Trust Fund 2025-2026 Fiscal Year budget shall be amended to appropriate funds from fund balance to the accounts as follows:

INCREASE IN EXPENDITURE

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
2100-610-000-4192	PERS Fund - Retirement	\$65,874,998

SECTION 2. That a payment amount to CalPERS is authorized to be made for the funding of the Miscellaneous Pension Plan Unfunded Actuarial Liability with amount \$65,874,998

SECTION 3. That the funds for this additional payment are available within the Retirement Trust Fund in the reserve accounts set aside to provide funding for Pension and OPEB benefits and payment of these funds are herewith authorized to pay down the City's UAL obligations within the CalPERS Pension Benefit Trust Fund.

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

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

ADOPTED this ____ day of October, 2025.

EMMA SHARIF

MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
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 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 -

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

APPENDIX A

CalPERS UAL Amortization Schedules

From June 30, 2024 Actuarial Valuation Reports

Amortization Schedule and Alternatives (continued)

Date	Current Amortization Schedule		Alternative Schedules			
	Balance	Payment	15 Year Amortization		10 Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2026	75,619,991	7,625,570	75,619,991	7,932,814	75,619,991	10,322,085
6/30/2027	72,881,570	7,927,795	72,564,056	7,932,814	70,094,886	10,322,085
6/30/2028	69,644,607	8,667,080	69,300,318	7,932,815	64,194,074	10,322,085
6/30/2029	65,423,527	8,806,082	65,814,645	7,932,815	57,892,007	10,322,085
6/30/2030	60,771,761	8,925,854	62,091,946	7,932,814	51,161,399	10,322,085
6/30/2031	55,679,901	8,112,212	58,116,104	7,932,815	43,973,110	10,322,085
6/30/2032	51,082,642	8,015,522	53,869,904	7,932,814	36,296,017	10,322,085
6/30/2033	46,272,695	7,431,216	49,334,963	7,932,814	28,096,882	10,322,085
6/30/2034	41,739,517	7,204,136	44,491,646	7,932,814	19,340,206	10,322,085
6/30/2035	37,132,757	6,857,462	39,318,984	7,932,815	9,988,076	10,322,086
6/30/2036	32,571,000	6,237,044	33,794,580	7,932,815		
6/30/2037	28,340,212	5,923,957	27,894,516	7,932,814		
6/30/2038	24,145,287	5,589,042	21,593,249	7,932,814		
6/30/2039	20,011,223	5,339,455	14,863,496	7,932,815		
6/30/2040	15,853,975	5,188,833	7,676,119	7,932,815		
6/30/2041	11,569,692	4,168,772				
6/30/2042	8,048,254	3,926,067				
6/30/2043	4,538,177	4,689,938				
6/30/2044						
6/30/2045						
6/30/2046						
6/30/2047						
6/30/2048						
6/30/2049						
Total		120,636,037		118,992,217		103,220,851
Interest Paid		45,016,046		43,372,226		27,600,860
Estimated Savings				1,643,820		17,415,186

Amortization Schedule and Alternatives (continued)

Date	Current Amortization Schedule		Alternative Schedules			
	Balance	Payment	15 Year Amortization		10 Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2026	47,094,083	4,645,782	47,094,083	4,940,342	47,094,083	6,428,315
6/30/2027	45,495,342	4,808,787	45,190,929	4,940,342	43,653,197	6,428,315
6/30/2028	43,619,426	5,192,021	43,158,361	4,940,342	39,978,331	6,428,315
6/30/2029	41,219,899	5,257,391	40,987,578	4,940,342	36,053,574	6,428,315
6/30/2030	38,589,651	5,312,345	38,669,182	4,940,342	31,861,934	6,428,315
6/30/2031	35,723,749	5,426,190	36,193,135	4,940,342	27,385,262	6,428,315
6/30/2032	32,545,318	5,380,006	33,548,717	4,940,342	22,604,176	6,428,315
6/30/2033	29,198,480	5,327,961	30,724,478	4,940,342	17,497,977	6,428,315
6/30/2034	25,677,843	5,211,841	27,708,191	4,940,342	12,044,556	6,428,315
6/30/2035	22,037,809	5,012,696	24,486,797	4,940,342	6,220,302	6,428,314
6/30/2036	18,356,054	4,664,414	21,046,348	4,940,342		
6/30/2037	14,783,870	3,083,807	17,371,948	4,940,342		
6/30/2038	12,602,242	2,848,383	13,447,689	4,940,341		
6/30/2039	10,515,559	2,664,835	9,256,582	4,940,342		
6/30/2040	8,476,667	2,553,924	4,780,478	4,940,341		
6/30/2041	6,413,751	2,182,036				
6/30/2042	4,594,883	1,834,662				
6/30/2043	3,011,321	2,691,981				
6/30/2044	434,089	448,605				
6/30/2045						
6/30/2046						
6/30/2047						
6/30/2048						
6/30/2049						
Total		74,547,667		74,105,128		64,283,149
Interest Paid		27,453,584		27,011,045		17,189,066
Estimated Savings				442,539		10,264,518

Amortization Schedule and Alternatives (continued)

Date	Current Amortization Schedule		Alternative Schedules			
	Balance	Payment	5 Year Amortization		Alternative Schedule 2	
			Balance	Payment	Balance	Payment
6/30/2026	29,393,307	4,726,296	29,393,307	6,899,676	N/A	N/A
6/30/2027	26,507,704	4,726,296	24,261,645	6,899,676		
6/30/2028	23,425,880	4,726,296	18,781,030	6,899,676		
6/30/2029	20,134,492	4,726,296	12,927,733	6,899,676		
6/30/2030	16,619,290	4,726,296	6,676,412	6,899,677		
6/30/2031	12,865,054	4,726,296				
6/30/2032	8,855,530	4,726,296				
6/30/2033	4,573,359	4,726,296				
6/30/2034						
6/30/2035						
6/30/2036						
6/30/2037						
6/30/2038						
6/30/2039						
6/30/2040						
6/30/2041						
6/30/2042						
6/30/2043						
6/30/2044						
6/30/2045						
6/30/2046						
6/30/2047						
6/30/2048						
6/30/2049						
Total		37,810,368		34,498,381		N/A
Interest Paid		8,417,061		5,105,074		N/A
Estimated Savings				3,311,987		N/A

APPENDIX A

CalPERS UAL Amortization Schedules

From June 30, 2024 Actuarial Valuation Reports

Amortization Schedule and Alternatives (continued)

Date	Current Amortization Schedule		Alternative Schedules			
	Balance	Payment	15 Year Amortization		10 Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2026	75,619,991	7,625,570	75,619,991	7,932,814	75,619,991	10,322,085
6/30/2027	72,881,570	7,927,795	72,564,056	7,932,814	70,094,886	10,322,085
6/30/2028	69,644,607	8,667,080	69,300,318	7,932,815	64,194,074	10,322,085
6/30/2029	65,423,527	8,806,082	65,814,645	7,932,815	57,892,007	10,322,085
6/30/2030	60,771,761	8,925,854	62,091,946	7,932,814	51,161,399	10,322,085
6/30/2031	55,679,901	8,112,212	58,116,104	7,932,815	43,973,110	10,322,085
6/30/2032	51,082,642	8,015,522	53,869,904	7,932,814	36,296,017	10,322,085
6/30/2033	46,272,695	7,431,216	49,334,963	7,932,814	28,096,882	10,322,085
6/30/2034	41,739,517	7,204,136	44,491,646	7,932,814	19,340,206	10,322,085
6/30/2035	37,132,757	6,857,462	39,318,984	7,932,815	9,988,076	10,322,086
6/30/2036	32,571,000	6,237,044	33,794,580	7,932,815		
6/30/2037	28,340,212	5,923,957	27,894,516	7,932,814		
6/30/2038	24,145,287	5,589,042	21,593,249	7,932,814		
6/30/2039	20,011,223	5,339,455	14,863,496	7,932,815		
6/30/2040	15,853,975	5,188,833	7,676,119	7,932,815		
6/30/2041	11,569,692	4,168,772				
6/30/2042	8,048,254	3,926,067				
6/30/2043	4,538,177	4,689,938				
6/30/2044						
6/30/2045						
6/30/2046						
6/30/2047						
6/30/2048						
6/30/2049						
Total		120,636,037		118,992,217		103,220,851
Interest Paid		45,016,046		43,372,226		27,600,860
Estimated Savings				1,643,820		17,415,186

Amortization Schedule and Alternatives (continued)

Date	Current Amortization Schedule		Alternative Schedules			
	Balance	Payment	15 Year Amortization		10 Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2026	47,094,083	4,645,782	47,094,083	4,940,342	47,094,083	6,428,315
6/30/2027	45,495,342	4,808,787	45,190,929	4,940,342	43,653,197	6,428,315
6/30/2028	43,619,426	5,192,021	43,158,361	4,940,342	39,978,331	6,428,315
6/30/2029	41,219,899	5,257,391	40,987,578	4,940,342	36,053,574	6,428,315
6/30/2030	38,589,651	5,312,345	38,669,182	4,940,342	31,861,934	6,428,315
6/30/2031	35,723,749	5,426,190	36,193,135	4,940,342	27,385,262	6,428,315
6/30/2032	32,545,318	5,380,006	33,548,717	4,940,342	22,604,176	6,428,315
6/30/2033	29,198,480	5,327,961	30,724,478	4,940,342	17,497,977	6,428,315
6/30/2034	25,677,843	5,211,841	27,708,191	4,940,342	12,044,556	6,428,315
6/30/2035	22,037,809	5,012,696	24,486,797	4,940,342	6,220,302	6,428,314
6/30/2036	18,356,054	4,664,414	21,046,348	4,940,342		
6/30/2037	14,783,870	3,083,807	17,371,948	4,940,342		
6/30/2038	12,602,242	2,848,383	13,447,689	4,940,341		
6/30/2039	10,515,559	2,664,835	9,256,582	4,940,342		
6/30/2040	8,476,667	2,553,924	4,780,478	4,940,341		
6/30/2041	6,413,751	2,182,036				
6/30/2042	4,594,883	1,834,662				
6/30/2043	3,011,321	2,691,981				
6/30/2044	434,089	448,605				
6/30/2045						
6/30/2046						
6/30/2047						
6/30/2048						
6/30/2049						
Total		74,547,667		74,105,128		64,283,149
Interest Paid		27,453,584		27,011,045		17,189,066
Estimated Savings				442,539		10,264,518

Amortization Schedule and Alternatives (continued)

Date	Current Amortization Schedule		Alternative Schedules			
	Balance	Payment	5 Year Amortization		Alternative Schedule 2	
			Balance	Payment	Balance	Payment
6/30/2026	29,393,307	4,726,296	29,393,307	6,899,676	N/A	N/A
6/30/2027	26,507,704	4,726,296	24,261,645	6,899,676		
6/30/2028	23,425,880	4,726,296	18,781,030	6,899,676		
6/30/2029	20,134,492	4,726,296	12,927,733	6,899,676		
6/30/2030	16,619,290	4,726,296	6,676,412	6,899,677		
6/30/2031	12,865,054	4,726,296				
6/30/2032	8,855,530	4,726,296				
6/30/2033	4,573,359	4,726,296				
6/30/2034						
6/30/2035						
6/30/2036						
6/30/2037						
6/30/2038						
6/30/2039						
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6/30/2044						
6/30/2045						
6/30/2046						
6/30/2047						
6/30/2048						
6/30/2049						
Total		37,810,368		34,498,381		N/A
Interest Paid		8,417,061		5,105,074		N/A
Estimated Savings				3,311,987		N/A

Schedule of Amortization Bases

Below is the schedule of the plan's amortization bases. Note that there is a two-year lag between the valuation date and the start of the contribution year.

- The assets, liabilities, and funded status of the plan are measured as of the valuation date: June 30, 2024.
- The required employer contributions determined by the valuation are for the fiscal year beginning two years after the valuation date: FY 2026-27.

This two-year lag is necessary due to the amount of time needed to extract and test the membership and financial data, and the need to provide public agencies with their required employer contribution well in advance of the start of the fiscal year.

The Unfunded Accrued Liability (UAL) is used to determine the employer contribution and therefore must be rolled forward two years from the valuation date to the first day of the fiscal year for which the contribution is being determined. The UAL is rolled forward each year by subtracting the expected payment on the UAL for the fiscal year and adjusting for interest. The expected payment on the UAL for FY 2024-25 is based on the actuarial valuation two years ago, adjusted for additional discretionary payments, if necessary, and the expected payment for FY 2025-26 is based on the actuarial valuation one year ago.

Reason for Base	Date Est.	Ramp Level	Ramp Shape	Escala- tion Rate	Amort. Period	Expected			Expected			Minimum Required Payment
						Balance 6/30/24	Payment 2024-25	Balance 6/30/25	Payment 2025-26	Balance 6/30/26	Payment 2026-27	
Arnett Case	6/30/03	No Ramp	No Ramp	2.80%	0	1,671	1,727	0	0	0	0	0
Assumption Change	6/30/03	No Ramp	No Ramp	2.80%	0	484,340	500,537	0	0	0	0	0
Benefit Change	6/30/04	No Ramp	No Ramp	2.80%	0	444,963	234,309	233,076	240,870	0	0	0
Method Change	6/30/04	No Ramp	No Ramp	2.80%	0	(120,696)	(63,556)	(63,222)	(65,336)	0	0	0
Assumption Change	6/30/09	No Ramp	No Ramp	2.80%	5	5,202,242	858,712	4,668,566	882,756	4,073,752	907,473	907,473
Special (Gain)/Loss	6/30/09	No Ramp	No Ramp	2.80%	15	4,084,789	331,180	4,020,300	340,453	3,941,842	349,986	349,986
Special (Gain)/Loss	6/30/10	No Ramp	No Ramp	2.80%	16	(145,275)	(11,314)	(143,461)	(11,631)	(141,196)	(11,957)	(11,957)
Assumption Change	6/30/11	No Ramp	No Ramp	2.80%	7	2,791,446	371,602	2,597,236	382,006	2,379,067	392,703	392,703
Special (Gain)/Loss	6/30/11	No Ramp	No Ramp	2.80%	17	553,582	41,540	548,296	42,703	541,449	43,899	43,899
(Gain)/Loss	6/30/12	No Ramp	No Ramp	2.80%	18	19,537,118	1,416,245	19,402,037	1,455,900	19,216,789	1,496,665	1,496,665
Payment (Gain)/Loss	6/30/12	No Ramp	No Ramp	2.80%	18	1,288,773	93,423	1,279,862	96,039	1,267,642	98,728	98,728
(Gain)/Loss	6/30/13	100% Up/Dn	Up/Dn	2.80%	19	21,461,439	1,612,641	21,254,248	1,657,795	20,986,304	1,704,213	1,704,213
(Gain)/Loss	6/30/14	100% Up/Dn	Up/Dn	2.80%	20	(14,577,042)	(1,058,036)	(14,474,863)	(1,087,660)	(14,335,121)	(1,118,115)	(1,118,115)
Assumption Change	6/30/14	100% Up/Dn	Up/Dn	2.80%	10	9,897,732	1,211,100	9,319,178	1,245,010	8,666,238	1,279,871	1,279,871
(Gain)/Loss	6/30/15	100% Up/Dn	Up/Dn	2.80%	21	5,400,109	379,512	5,375,113	390,138	5,337,436	401,062	401,062
(Gain)/Loss	6/30/16	100% Up/Dn	Up/Dn	2.80%	22	10,984,558	749,093	10,957,365	770,068	10,906,646	791,630	791,630
Assumption Change	6/30/16	100% Up/Dn	Up/Dn	2.80%	12	3,383,100	357,212	3,243,993	367,214	3,085,091	377,496	377,496
(Gain)/Loss	6/30/17	100% Up/Dn	Up/Dn	2.80%	23	(8,607,503)	(570,704)	(8,603,024)	(586,684)	(8,581,726)	(603,111)	(603,111)
Assumption Change	6/30/17	100% Up/Dn	Up/Dn	2.80%	13	3,783,058	375,163	3,652,597	385,667	3,502,410	396,466	396,466
Method Change	6/30/18	100% Up/Dn	Up/Dn	2.80%	14	2,422,597	226,968	2,352,776	233,323	2,271,639	239,856	239,856

Schedule of Amortization Bases (continued)

Reason for Base	Date Est.	Ramp Level	Ramp Shape	Escala- tion Rate	Amort. Period	Balance 6/30/24	Expected Payment 2024-25	Balance 6/30/25	Expected Payment 2025-26	Balance 6/30/26	Minimum Required Payment 2026-27
(Gain)/Loss	6/30/18	100%	Up/Dn	2.80%	24	(2,273,926)	(146,847)	(2,276,795)	(150,959)	(2,275,610)	(155,185)
Assumption Change	6/30/18	100%	Up/Dn	2.80%	14	7,128,673	667,870	6,923,219	686,570	6,684,468	705,794
Investment (Gain)/Loss	6/30/19	100%	Up Only	0.00%	15	897,523	71,534	884,628	89,417	852,376	89,417
Non-Investment (Gain)/Loss	6/30/19	No Ramp	No Ramp	0.00%	15	90,458	8,842	87,471	8,841	84,282	8,841
Investment (Gain)/Loss	6/30/20	100%	Up Only	0.00%	16	4,185,261	251,645	4,209,799	335,527	4,149,318	419,409
Non-Investment (Gain)/Loss	6/30/20	No Ramp	No Ramp	0.00%	16	(2,559,836)	(242,702)	(2,483,087)	(242,703)	(2,401,118)	(242,703)
Assumption Change	6/30/21	No Ramp	No Ramp	0.00%	17	(473,339)	(43,653)	(460,413)	(43,653)	(446,608)	(43,652)
Net Investment (Gain)	6/30/21	80%	Up Only	0.00%	17	(20,985,842)	(862,670)	(21,521,361)	(1,294,005)	(21,647,536)	(1,725,340)
Non-Investment (Gain)/Loss	6/30/21	No Ramp	No Ramp	0.00%	17	(4,308,990)	(397,387)	(4,191,325)	(397,387)	(4,065,659)	(397,387)
Benefit Change	6/30/22	No Ramp	No Ramp	0.00%	18	372,052	33,456	362,777	33,456	352,871	33,456
Investment (Gain)/Loss	6/30/22	60%	Up Only	0.00%	18	28,200,766	606,167	29,491,980	1,212,334	30,244,559	1,818,500
Non-Investment (Gain)/Loss	6/30/22	No Ramp	No Ramp	0.00%	18	2,572,746	231,350	2,508,606	231,350	2,440,105	231,351
Investment (Gain)/Loss	6/30/23	40%	Up Only	0.00%	19	1,100,777	0	1,175,630	25,270	1,229,458	50,540
Non-Investment (Gain)/Loss	6/30/23	No Ramp	No Ramp	0.00%	19	1,260,697	0	1,346,424	121,075	1,312,857	121,075
Investment (Gain)/Loss	6/30/24	20%	Up Only	0.00%	20	(4,168,594)	0	(4,452,058)	0	(4,754,798)	(102,203)
Non-Investment (Gain)/Loss	6/30/24	No Ramp	No Ramp	0.00%	20	651,191	0	695,472	0	742,764	66,792
Total						79,960,618	7,234,959	77,921,040	7,353,764	75,619,991	7,625,570

Employer Contribution History

The table below provides a 10-year history of the employer contribution requirements for the plan, as determined by the annual actuarial valuation. Changes due to prepayments or plan amendments after the valuation report was finalized are not reflected.

Valuation Date	Contribution Year	Employer Normal Cost Rate	Unfunded Liability Payment
06/30/2015	2017-18	9.989%	\$4,203,327
06/30/2016	2018-19	9.862%	4,850,002
06/30/2017	2019-20	11.225%	5,532,982
06/30/2018	2020-21	11.884%	6,011,372
06/30/2019	2021-22	11.61%	6,587,210
06/30/2020	2022-23	11.21%	6,944,301
06/30/2021	2023-24	12.60%	6,341,614
06/30/2022	2024-25	12.48%	7,234,959
06/30/2023	2025-26	11.80%	7,353,764
06/30/2024	2026-27	11.43%	7,625,570

Funding History

The table below shows the recent history of the actuarial accrued liability, market value of assets, unfunded accrued liability, funded ratio and annual covered payroll.

Valuation Date	Accrued Liability (AL)	Market Value of Assets (MVA)	Unfunded Accrued Liability (UAL)	Funded Ratio	Annual Covered Payroll
6/30/2015	\$190,405,643	\$128,280,743	\$62,124,900	67.4%	\$13,981,127
6/30/2016	199,199,619	124,319,696	74,879,923	62.4%	15,969,339
6/30/2017	205,620,317	133,643,550	71,976,767	65.0%	15,940,318
6/30/2018	218,820,968	140,007,071	78,813,897	64.0%	15,479,609
6/30/2019	225,301,696	144,898,002	80,403,694	64.3%	16,271,970
6/30/2020	228,051,878	146,577,430	81,474,448	64.3%	15,215,734
6/30/2021	233,173,005	174,541,382	58,631,623	74.9%	12,875,761
6/30/2022	240,144,638	156,793,658	83,350,980	65.3%	12,650,933
6/30/2023	245,545,472	161,247,417	84,298,055	65.7%	13,779,002
6/30/2024	250,871,993	170,911,375	79,960,618	68.1%	15,897,473

Provided by GovInvest a.k.a. TruComp

		6/30/24 Valuation		
		Misc		
		100%	97%	90%
Rollforward Date	6/30/2026	75,619,991	73,351,391	68,057,992
Discounted ADP	9/30/2025	71,991,549	69,831,802	64,792,394
Discounted ADP	12/31/2025	73,194,443	70,998,609	65,874,998

6/30/26 UAL Balance*

* As projected in the 6/30/24 valuation

		Fire		
		100%	97%	90%
Rollforward Date	6/30/2026	47,094,083	45,681,261	42,384,675
Discounted ADP	9/30/2025	44,834,387	43,489,356	40,350,949
Discounted ADP	12/31/2025	45,583,517	44,216,012	41,025,165

		Police		
		100%	97%	90%
Rollforward Date	6/30/2026	29,393,307	28,511,508	26,453,976
Discounted ADP	9/30/2025	27,982,940	27,143,452	25,184,646
Discounted ADP	12/31/2025	28,450,502	27,596,987	25,605,452

		Total		
		100%	97%	90%
	6/30/2026	152,107,381	147,544,160	136,896,643
Discounted ADP	9/30/2025	144,808,876	140,464,610	130,327,989
Discounted ADP	12/31/2025	147,228,462	142,811,608	132,505,616

Employer Contribution History

The table below provides a recent history of the employer contribution requirements for the plan, as determined by the annual actuarial valuation. Changes due to prepayments or plan amendments after the valuation report was finalized are not reflected.

Valuation Date	Contribution Year	Employer Normal Cost Rate		Unfunded Liability Payment
		Rate Plan 149	Rate Plan 25126	
06/30/2015	2017-18	21.418%	12.729%	\$1,407,592
06/30/2016	2018-19	22.346%	12.965%	1,780,498
06/30/2017	2019-20	23.654%	13.786%	2,196,599
06/30/2018	2020-21	25.540%	13.884%	2,505,159
06/30/2019	2021-22	25.59%	13.98%	2,924,234
06/30/2020	2022-23	25.64%	13.66%	3,319,160
06/30/2021	2023-24	29.09%	14.50%	3,291,844
06/30/2022	2024-25	29.30%	14.72%	3,832,842
06/30/2023	2025-26	29.35%	14.96%	4,282,207
06/30/2024	2026-27	29.38%	14.86%	4,645,782

Funding History

The table below shows the recent history of the actuarial accrued liability, share of the pool's market value of assets, unfunded accrued liability, funded ratio and annual covered payroll.

Valuation Date	Accrued Liability (AL)	Share of Pool's Market Value of Assets (MVA)	Unfunded Accrued Liability (UAL)	Funded Ratio	Annual Covered Payroll
06/30/2015	\$105,316,726	\$77,079,242	\$28,237,484	73.2%	\$5,955,902
06/30/2016	110,730,050	77,067,905	33,662,145	69.6%	6,144,224
06/30/2017	113,856,228	81,519,979	32,336,249	71.6%	6,064,445
06/30/2018	119,555,891	82,572,519	36,983,372	69.1%	6,145,661
06/30/2019	122,286,361	83,454,761	38,831,600	68.2%	6,033,182
06/30/2020	124,808,054	83,106,431	41,701,623	66.6%	5,708,086
06/30/2021	128,885,381	95,952,589	32,932,792	74.4%	6,030,519
06/30/2022	130,403,165	82,989,800	47,413,365	63.6%	6,156,719
06/30/2023	132,858,748	83,200,857	49,657,891	62.6%	5,315,452
06/30/2024	139,238,184	90,361,556	48,876,628	64.9%	5,368,276

Employer Contribution History

The table below provides a recent history of the employer contribution requirements for the plan, as determined by the annual actuarial valuation. Changes due to prepayments or plan amendments after the valuation report was finalized are not reflected.

Valuation Date	Contribution Year	Employer Normal Cost Rate	Unfunded Liability Payment
		Rate Plan 150	
06/30/2015	2017-18	0.000%	\$1,480,726
06/30/2016	2018-19	0.000%	1,853,227
06/30/2017	2019-20	0.000%	2,218,933
06/30/2018	2020-21	0.000%	2,403,882
06/30/2019	2021-22	0.00%	2,699,646
06/30/2020	2022-23	0.00%	2,938,712
06/30/2021	2023-24	0.00%	2,896,725
06/30/2022	2024-25	0.00%	4,546,377
06/30/2023	2025-26	0.00%	4,756,588
06/30/2024	2026-27	0.00%	4,726,296

Funding History

The table below shows the recent history of the actuarial accrued liability, share of the pool's market value of assets, unfunded accrued liability, funded ratio and annual covered payroll.

Valuation Date	Accrued Liability (AL)	Share of Pool's Market Value of Assets (MVA)	Unfunded Accrued Liability (UAL)	Funded Ratio	Annual Covered Payroll
06/30/2015	\$84,855,154	\$63,199,015	\$21,656,139	74.5%	\$0
06/30/2016	84,034,653	57,117,168	26,917,485	68.0%	0
06/30/2017	82,840,579	55,468,356	27,372,223	67.0%	0
06/30/2018	83,611,002	53,211,514	30,399,488	63.6%	0
06/30/2019	82,169,138	50,961,095	31,208,043	62.0%	0
06/30/2020	80,538,935	48,064,813	32,474,122	59.7%	0
06/30/2021	77,041,549	49,198,734	27,842,815	63.9%	0
06/30/2022	76,051,835	41,383,066	34,668,769	54.4%	0
06/30/2023	75,279,400	40,038,643	35,240,757	53.2%	0
06/30/2024	72,154,420	37,676,044	34,478,376	52.2%	0

Executive Summary

Accounting Summary

A summary of the key valuation results follows.

	<i>Prior Report</i>	<i>Current Report</i>
Valuation Date:	June 30, 2021	June 30, 2023
Measurement Date:	June 30, 2022	June 30, 2023
Report Date:	June 30, 2023	June 30, 2024

Present Value of Future Benefits (PVFB)

Active Employees	\$	77,839,434	\$	87,497,286
Retirees	+	80,694,816		73,118,094
Total Present Value of Future Benefits	=	158,534,250		160,615,380
Present Value of Future Normal Costs (PVFNC)	-	33,172,765		40,401,955
Total OPEB Liability (TOL)	=	\$ 125,361,485	\$	120,213,425

OPEB Liability

Active Employees	\$	44,666,669	\$	47,095,331
Retirees	+	80,694,816		73,118,094
Total OPEB Liability (TOL)	=	\$ 125,361,485	\$	120,213,425

STATE AUDITOR RECOMMENDATION – PRIORITY 3

6

CALIFORNIA STATE AUDITOR

October 2022 | Report 2021-802

LOCAL HIGH RISK

- By July 2024, the city council should ensure that the city develops and begins implementing a plan for reducing Compton's pension and other postemployment benefits (OPEB) costs and liabilities. This plan may include placing retirement funds into a trust and negotiating changes to employees' contributions for pension and OPEB costs.

DATE: OCTOBER 28, 2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: COMMUNITY DEVELOPMENT DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO DECLARE CERTAIN PROPERTIES LOCATED WITHIN THE CITY OF COMPTON SURPLUS LAND PURSUANT TO THE SURPLUS LAND ACT (GOVERNMENT CODE SECTIONS 54220 ET SEQ.)

SUMMARY

Staff respectfully requests that the City Council adopt the attached resolution authorizing the City Manager to declare certain Successor Agency-owned properties as surplus land.

BACKGROUND

The City of Compton ("City") owns real property consisting of approximately 1.63 acres, located in the City of Compton (APN's 6166-022-900, 6164-008-901, 6164-008-902, 6164-008-903, 6164-008-904 and 6164-008-905) and the Successor Agency to the Former Compton Redevelopment Agency ("SA") owns real property consisting of approximately 3.9 acres, located in the City of Compton (APN's 6166-022-901, 6166-022-902, 6166-022-903, 6166-022-904, 6166-022-905, 6166-023-900, 6166-023-902, 6166-023-903, 6166-023-904, 6166-023-905, 6138-004-900, 6138-004-901, 6138-004-902, 6138-004-903 and 6138-004-904) ("Properties"). The City wishes to pursue the potential sale of the Properties; therefore, it must now comply with the Surplus Land Act (as amended by AB 1486) and has hired Kosmont Companies to assist in that process.

On October 9, 2019, Governor Newsom signed Assembly Bill ("AB") 1486. AB 1486, which amended the Surplus Land Act ("SLA"), effective January 1, 2020, changed the existing, long-standing definition of "surplus land"; providing that land no longer necessary for a local agency's use shall be declared either "surplus land" or "exempt surplus land" before taking any action to sell or lease land. To that end, AB 1486 also added a new limitation providing that an "agency's use" "shall not include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development," or "property disposed of for the sole purpose of investment or generation or revenue." AB 1486 further prohibits the City/SA from negotiation of any disposition of the Property prior to compliance with the procedural requirements of the SLA.

APN	Owner	Address	Zoning	AC
501-601 E. Compton Blvd				
6166-023-900	COMMUNITY REDEVELOPMENT AGENCY	112 N WILLOW AVE	CL- Limited Commercial	0.20
6166-023-902	COMMUNITY REDEVELOPMENT AGENCY	607 W COMPTON BLVD	CL- Limited Commercial	0.13

Staff Report – Resolution Authorizing the declaration of Surplus Land**October 28, 2025****Page 2 of 4**

6166-023-903	COMMUNITY REDEVELOPMENT AGENCY OF	107 N SANTA FE AVE	CL- Limited Commercial	0.47
6166-023-904	COMMUNITY REDEVELOPMENT AGENCY	625 E COMPTON BLVD	CL- Limited Commercial	0.22
6166-023-905	COMMUNITY REDEVELOPMENT AGENCY	601 W COMPTON BLVD	CL- Limited Commercial	0.24
6166-022-900	COMPTON CITY	515 E COMPTON BLVD	CL- Limited Commercial	0.32
6166-022-901	COMMUNITY REDEVELOPMENT AGENCY	501 E COMPTON BLVD	CL- Limited Commercial	0.15
6166-022-902	COMMUNITY REDEVELOPMENT AGENCY	517 E COMPTON BLVD	CL- Limited Commercial	0.05
6166-022-903	COMMUNITY REDEVELOPMENT AGENCY	535 E COMPTON BLVD	CL- Limited Commercial	0.14
6166-022-904	COMMUNITY REDEVELOPMENT AGENCY	545 E COMPTON BLVD	CL- Limited Commercial	0.11
6166-022-905	COMMUNITY REDEVELOPMENT AGENCY		CL- Limited Commercial	0.21
2000 W. Compton Blvd				
6138-004-900	SUCCESSOR AGENCY TO COMMUNITY	2008 W COMPTON BLVD	CL- Limited Commercial	0.49
6138-004-901	SUCCESSOR AGENCY TO COMMUNITY		CL- Limited Commercial	1.04
6138-004-902	SUCCESSOR AGENCY TO COMMUNITY	2012 W COMPTON BLVD	CL- Limited Commercial	0.17
6138-004-903	SUCCESSOR AGENCY TO COMMUNITY	2024 W COMPTON BLVD	CL- Limited Commercial	0.23
6138-004-904	SUCCESSOR AGENCY TO COMMUNITY	2000 W COMPTON BLVD	CL- Limited Commercial	0.08
1117 S. Long Beach				
6164-008-901	COMPTON CITY	1215 S LONG BEACH BLVD	CL- Limited Commercial	0.26
6164-008-902	COMPTON CITY		CL- Limited Commercial	0.12
6164-008-903	COMPTON CITY		CL- Limited Commercial	0.13
6164-008-904	COMPTON CITY	1117 S LONG BEACH BLVD	CL- Limited Commercial	0.49
6164-008-905	COMPTON CITY		CL- Limited Commercial	0.31

STATEMENT OF THE ISSUE

As indicated above, the SLA, Government Code sections 54220 et seq., requires that public agencies first declare land "surplus land" or "exempt surplus land" before it can negotiate any disposition of the land, either for sale or for lease.

Pursuant to the SLA, City/SA staff must send a written notice of availability ("NOA") of the surplus Property by electronic mail or by certified mail to all of the entities identified in

Government Code section 54222, which include local public entities, housing sponsors that have notified the California Department of Housing and Community Development (“HCD”) of their interest in surplus land for the purpose of developing low- and moderate-income housing, regional park authority and the State Resources Agency for open-space purposes, and local school districts for the purpose of school facilities or use. If the Property is within an infill opportunity zone or covered by a transit village plan, the NOA must also be sent to the City, or housing authority operating within the City.

If one of the entities/agencies receiving the NOA desires to purchase or lease the Properties, it must notify the City/SA of its interest to do so in writing within 60 days after the issuance of the NOA. After this 60-day noticing period, the City/SA is required to negotiate price and terms for the disposition with any responding entity(ies)/agency(ies) for a period of 90 days. Finally, in the event that no agreement is reached between the City/SA and any interested entity(ies)/agency(ies) after a good faith negotiation period of 90 days, the land may be disposed of without further regard to the Surplus Land Act subsequent to the receipt of a compliance letter from HCD.

Staff has determined that there is no further governmental use for the Properties and is recommending that the City Council declare the Properties as “surplus land” and complete the surplus property disposition process in accordance with the SLA.

ALTERNATIVE

No other alternative is being proposed

FISCAL IMPACT

Direct costs for undergoing the sale of the Properties involve an appraisal(s) and traditional real estate broker services, which will be offset by any proceeds received from the sale of the Properties. The exact final costs for these services is not known given the complexity and unknown factors that can occur when negotiating under the SLA process.

Procurement Compliance:

The proposed agreement with Kosmont Real Estate Services is for specialized advisory and consulting services that are professional in nature. Pursuant to Section 1411 of the City Charter and the City’s Purchasing Ordinance, such professional services are exempt from formal competitive bidding requirements. Staff has documented the basis for this exemption in accordance with Section 1410 to maintain a complete administrative and audit record.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolutions, which authorize the City Manager to declare the above-referenced City and Successor Agency-owned properties as surplus land.

CECIL FLOURNOY, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO DECLARE CERTAIN PROPERTIES
LOCATED WITHIN THE CITY OF COMPTON SURPLUS LAND PURSUANT TO THE
SURPLUS LAND ACT (GOVERNMENT CODE SECTIONS 54220 ET SEQ.)**

WHEREAS, the City Council of the City of Compton owns certain real property consisting of approximately 3.9 acres located in the City of Compton (APN's 6166-022-901, 6166-022-902, 6166-022-903, 6166-022-904, 6166-022-905, 6166-023-900, 6166-023-902, 6166-023-903, 6166-023-904, 6166-023-905, 6138-004-900, 6138-004-901, 6138-004-902, 6138-004-903 and 6138-004-904) ("Properties"); and

WHEREAS, on October 9, 2019, Governor Newsom signed Assembly Bill ("AB") 1486. AB 1486 significantly amended the Surplus Land Act effective January 1, 2020. These amendments included, among others, changing the previous, long-standing definitions of "surplus land" and "exempt surplus land"; providing that property shall be declared either "surplus land" or "exempt surplus land" before a local agency may take any action to dispose of it; and adding a new limitation providing that an "agency's use" "shall not include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development" or "property disposed of for the sole purpose of investment or generation or revenue"; and

WHEREAS, the Properties would fall within the definition of "surplus land" pursuant to Government Code section 54221, as amended by AB 1486; and

WHEREAS, in order to pursue new uses for the Properties, including the possible disposition through a sale or lease of the properties, the SA must now comply with the Surplus Land Act as amended by AB 1486 ("SLA"); and

WHEREAS, pursuant to the SLA, SA staff will send a written notice of availability of the Properties by electronic mail or by certified mail to all of the entities identified in Government Code section 54222; and

WHEREAS, subject to Government Code section 54227, if one of the entities/agencies desires to purchase or lease the Properties after having received notice, it must indicate its interest to do so in writing within 60 days of the date of the SA's notice, and the SA and the entity/agency so responding to the notice may negotiate price and terms for the disposition of the Properties; and

WHEREAS, pursuant to Government Code 54223, in the event no agreement is reached between the SA and any interested entity/agency after a good faith negotiation period of 90 days, the Properties may be disposed of without further regard to the SLA.

**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 declare the referenced parcels as Surplus Land.

SECTION 2. For purposes of compliance with the SLA (APN's: 6166-022-901, 6166-022-902, 6166-022-903, 6166-022-904, 6166-022-905, 6166-023-900, 6166-023-902, 6166-023-903, 6166-023-904, 6166-023-905, 6138-004-900, 6138-004-901, 6138-004-902, 6138-004-903 and 6138-004-904) in the CITY OF COMPTON, are hereby declared surplus land.

SECTION 3. The City Manager, or his designee, is directed to proceed with the notification and negotiation requirements of the SLA, as amended, to facilitate the possible disposition, and reuse of the properties

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

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

ADOPTED this _____ day of _____, 2025.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
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 Council signed by the Mayor, and attested by the City Clerk to the Council 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-

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON
AND
KOSMONT REALTY**

This **AGREEMENT** is entered into by and between the **SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, a distinct and separate legal entity from the City of Compton created pursuant to the laws of the State of California (hereinafter referred to as "**SUCCESSOR AGENCY**") located at 205 South Willowbrook Avenue, Compton, California 90220 and Kosmont Real Estate Services, dba **KOSMONT REALTY** hereinafter referred to as "**CONTRACTOR**") located at 2301 Rosecrans Ave., Ste 4140 El Segundo, CA 90245 (each a "Party" and collectively, the "Parties").

RECITALS

A. Successor Agency is a distinct and separate legal entity from the City of Compton created pursuant to the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Contract.

C. Successor Agency and Contractor enter into this Contract for the purpose of retaining Kosmont Realty (Contractor) to perform that specified work (pre-disposition real estate advisory and Surplus Land Act ("SLA") pre-disposition real estate advisory/ due diligence services on properties owned by the Successor Agency) ("Projects"/"Sites").

D. Authorization to enter into this Contract is pursuant to Resolution No. **26,100**, adopted by the City Council of the City of Compton on **July 23, 2024**.

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

1. Scope of Work to be Performed by Contractor. Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation work for pre-disposition real estate advisory and Surplus Land Act ("SLA") pre-disposition real estate advisory/ due diligence services on the following Successor Agency-owned properties {SEE ATTACHMENT}:

Address	APN Numbers
• 2000 W. Compton Blvd	6138-004-900, -901, -902, -903, -904
• 501-601 E Compton Blvd	6166-023-900, -901, -902, -903, -904; 6166-022-900, -901, -902, -903, -904, -905
• 1117 S Long Beach	6164-088-901, -902, -903, -904, -905

More specifically, Contractor shall comply with, provide and perform that work specified within Contractor's "**Proposals**" dated March 24, 2025 which are attached hereto and incorporated herein.

Contractor will be responsible for the professional quality, technical accuracy and coordination of the work. Contractor will, without additional compensation, correct or revise any errors or deficiencies in the work. Contractor agrees to perform all the said work and furnish all the said materials at its own cost

**Professional Services Agreement – (Kosmont Realty)
(Real Estate Advisory) Successor Agency-owned Properties
Resolution No. _____/Successor Agency**

and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the Successor Agency.

Contractor shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical work, materials, tools, equipment, transportation, telephone, etc. (except for those items that go beyond the scope of work specified above or that the Successor Agency expressly agrees to provide or perform), used by Contractor in connection with this work.

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project, and shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances, and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Contractor shall be liable for all violations of such laws and regulations in connection with the Contractor's obligations on this Project. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Successor Agency, Contractor shall be solely responsible for all costs arising therefrom. Successor Agency is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a Successor Agency are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold Successor Agency, its officials, directors, officers, employees and agents (hereinafter "Successor Agency") free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

2. Key Personnel.

2.1 Contractor's Representative. Contractor hereby designates **Larry J. Kosmont, CRE** who shall be deemed to be Contractor's agent charged with administering this Contract and with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

2.2 Successor Agency's Representative. Successor Agency hereby designates **Cecil Flournoy, Community Development Director** or his authorized designee as Successor Agency's Representative for this Project.

3. Compensation. The method of payment for this Contract shall be based on an agreed compensation in the amount of **\$35,000.00**. The maximum compensation for this contract shall not exceed **\$50,000.00**.

The fees charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor work, expenses and subcontracted work. Any changes in the general scope of the work or a particular task, whether initiated by Successor Agency or Contractor, must be made in writing and accepted by the Parties. If the Parties believe that an adjustment to compensation or any scheduled completion dates is justified as a result of a significant change, the Parties will negotiate in good faith and agree to an adjustment to the work. Each adjustment to the work or an assigned task shall detail the agreed changes to the applicable work/task, responsibility, duty, pricing, time line or other matters. The contract/task adjustment will become effective upon the execution of a Change Order by both Parties, and shall be made part of this Contract and the applicable agreed work adjustment. Contractor shall not incur any costs or modify its performance of the work based on the modifications set forth in a Change Order unless and until such Change Order is executed the Parties. Should any contract/task adjustments result in exceeding the maximum compensation authorized, as specified in this section, below, authorization of the Successor Agency's legislative body may be required.

Professional Services Agreement – (Kosmont Realty)
(Real Estate Advisory) Successor Agency-owned Properties
Resolution No. ____/Successor Agency

Contractor's invoice(s) shall be delivered or mailed to the **Director of Community Development Department** at the following address: **Successor Agency of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

In the event of termination, the Contractor shall be entitled to compensation for the undisputed reasonable value of work performed to the effective date of termination, including any non-cancellable obligations incurred prior to termination; provided, however, that the Successor Agency may condition payment of such compensation upon the Contractor's delivery to the Successor Agency of any and all Successor Agency property, documents, reports, records and materials associated with the performance of this Contract. If the Contract is terminated, in no event shall the amount(s) paid Contractor exceed the total agreed payable compensation of **Task 1 through 4 is estimated at \$35,000 for professional services (hourly) fees at consultants billing rates shown in Attachment A.**

4. Commencement of Work. Time is of the essence with respect to all time limits set forth in this Contract.

4.1 Scheduled and Required Data. Consultant is prepared to commence work upon receipt of executed Agreement. Client will provide KR with existing Properties data including appraisals, market data, and/or other relevant data deemed appropriate by KR

.a Notwithstanding any other provisions of this Contract, Contractor shall not be obligated to perform any work and the Successor Agency shall not be obligated to accept or pay for any work performed by the Contractor prior to issuance of a Notice to Proceed. The Successor Agency's knowledge of work being performed prior to issuance of the Notice to Proceed shall not obligate the Successor Agency to accept or pay for such work. Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work pursuant to this Contract.

4.2 Supervision of Work. Contractor shall supervise and direct the work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over all services means, methods, techniques, sequences and procedures and for coordinating all portions of the work. Contractor's work, and the result thereof, will be performed with and be the product of a high degree of professional skill and expertise.

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

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

6. Insurance.

6.1 Insurance Requirements. The Contractor shall not commence work under this Contract until it has provided evidence satisfactory to the Successor Agency that it has secured all insurance coverage required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until such subcontractor(s) has secured all insurance required under this Section 6.

Professional Services Agreement – (Kosmont Realty)
(Real Estate Advisory) Successor Agency-owned Properties
Resolution No. _____/Successor Agency

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the Successor Agency, Contractor will maintain the types of coverage's and minimum limits indicated below, unless the Successor Agency Executive Director, in consultation with the Successor Agency General Counsel approves a lower amount. Successor Agency, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Contract are adequate to protect Contractor. The coverage will contain no special limitations on the scope of its protection to the below-designated insureds except for Workers Compensation insurance. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the Successor Agency may immediately terminate this Contract.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Successor Agency.

6.2 Minimum Scope of Insurance. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work. All insurance required hereunder shall be primary with respect to any insurance maintained by the Successor Agency and shall not call on the Successor Agency's program for contributions. Program(s) of insurance shall include:

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

.b Workers' Compensation Insurance and Employer's Liability. Contractor shall provide and maintain at its own expense during the term of this Contract a policy of Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of **One Million Dollars (\$1,000,000)** per accident for bodily injury and which specifically covers all persons providing work by or on behalf of the Contractor and all risks to such persons under the Contract. Workers' Compensation and Employer's Liability insurance will not be required if Contractor has no employees and provides, to Successor Agency's satisfaction, a declaration stating this.

.c Automobile Liability. Automobile Liability Insurance with coverage with minimum limits of **One Million Dollars (\$1,000,000.00)** each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident."

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

.a The policy or policies of insurance required by Section 6.2.a (Commercial General Liability) shall be endorsed to provide the following:

(1) Additional Insured: The Successor Agency, its officials, officers, employees, agents, and volunteers shall be named as "additional insured" with regard to liability and defense of suits or claims arising out of the performance of the Contract.

**Professional Services Agreement – (Kosmont Realty)
(Real Estate Advisory) Successor Agency-owned Properties
Resolution No. ____/Successor Agency**

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

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

.b The policy or policies of insurance required by Section 6.2.b (Workers' Compensation) shall be endorsed to provide the following:

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

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

.c The policy or policies of insurance required by Section 6.2.c (Automobile Liability) shall be endorsed to provide the following:

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

.d The policy or policies of insurance required by Section 6.2.d (Contractor's Pollution Liability) shall be endorsed to provide the following:

(1) Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

(2) For projects involving transportation of hazardous waste/materials, include coverage for loading/unloading from the project site to final disposal locations, and all disposal locations shall be scheduled as non-owned disposal sites.

(3) If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

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

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

6.6 Evidence of Insurance. *The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by the Successor Agency.* The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of

**Professional Services Agreement – (Kosmont Realty)
(Real Estate Advisory) Successor Agency-owned Properties
Resolution No. _____/Successor Agency**

insurance showing that such insurance coverage has been renewed or extended shall be filed with the Successor Agency. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Successor Agency evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

7. Safety.

7.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the work.

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

.a Employees and all other persons at the location(s) where work is rendered ("Site(s)");

.b Materials and equipment stored on the Site(s) or off the Site(s) at locations for use in performance of the work; and

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

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

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

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

8. Successors and Assigns. Successor Agency and the Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to partners, successors, assigns and legal representatives of such other Party in respect to all covenants, contracts and obligations contained in the Contract. Neither Party to the Contract shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Successor Agency. Any attempted assignment of this Contract without the written consent of both Parties is void.

Professional Services Agreement – (Kosmont Realty)
(Real Estate Advisory) Successor Agency-owned Properties
Resolution No. _____/Successor Agency

9. Warranties. The Contractor guarantees work performed at the location from defective workmanship for a period of one (1) year following completion of the project.

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

10. Termination. Notwithstanding any other provisions of this Contract, this Contract may be terminated as follows:

10.1 If the Contractor becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the Successor Agency may, without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice, terminate this Contract.

10.2 If the Contractor persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if it fails to make prompt payment to subcontractors or for materials or labor, or it persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the Successor Agency may, without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice, terminate this Contract.

10.3 If either Party fails to perform or breaches any material obligation under this Contract, then, the non-breaching Party may, without prejudice to any other right or remedy and after giving the three (3) days written notice, terminate this Contract.

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

11. Ownership of Documents/Property. All electronic and hardcopy data, reports, documents, records, plans, discs, diskettes or other materials ("Documents") prepared, developed or discovered by or provided to Contractor during the course of providing work pursuant to this Contract and equipment/property installed shall be the property of the Successor Agency, whether or not the work is completed.

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

13. Notice. All notices, demands or requests to be given under this Contract shall be given in writing and conclusively shall be deemed received when: (a) delivered personally or via reputable delivery service (e.g. FedEx, etc.) or (b) on the fifth (5th) calendar day after the deposit thereof in the

**Professional Services Agreement – (Kosmont Realty)
(Real Estate Advisory) Successor Agency-owned Properties
Resolution No. _____/Successor Agency**

United States mail, postage prepaid and addressed as hereinafter provided, or (c) one business day after sent by facsimile transmission.

To Contractor:

**(KOSMONT REALTY)
Attn: Larry J. Kosmont, CRE
1601 N. Sepulveda Blvd., #382
Manhattan Beach, CA 90266
(424) 297-1076**

To Successor Agency:

**Successor Agency of the City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Cecil Flournoy
(310) 605- 5509
(310) 605-5598– fax.**

With copy to:

**Successor Agency of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Executive Director, Willie A. Hopkins Jr.**

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

14. Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to the work, work expenditures and disbursement charges to the Successor Agency for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

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

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

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

16. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Contract 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 Contract 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 Contract or any applicable law.

Professional Services Agreement – (Kosmont Realty)
(Real Estate Advisory) Successor Agency-owned Properties
Resolution No. _____/Successor Agency

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

18. General Provisions.

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

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

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

18.3 Independent Contractor. Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the Successor Agency of Compton, and is not authorized to act on behalf of the Successor Agency. Neither the Successor Agency nor any of its

officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Contract. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Contractor shall not at any time or in any manner, represent that Contractor is in any manner, officers, employees, agents or volunteers, joint venture or partner of the Successor Agency. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to Successor Agency officials, officers, or employees. Contractor expressly waives any claim to such rights. Contractor will not be eligible for any employee benefits, nor will Successor Agency make deductions from any amounts payable to Contractor of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Contract.

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

18.5 Prohibition Against Employment Discrimination. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because

Professional Services Agreement – (Kosmont Realty)
(Real Estate Advisory) Successor Agency-owned Properties
Resolution No. _____/Successor Agency

of race, color, gender, marital status, ethnicity, religion, age or medical condition as set forth in the California Labor Code Section 177.6, Government Code, Title VII of the Civil Rights Act and the Civil Rights Act of 1991 and any amendments to the above. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, gender, marital status, ethnicity, religion, age or medical condition.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or part and the Contractor may be declared ineligible for further Government contracts and such other sanctions may be imposed and remedies invoked as provided by law.

18.6 Prevailing Wage Requirements. Contractor's duty to pay State prevailing wages can be found under California Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractor's responsibility to ensure payment of prevailing wages and inform all subcontractors that prevailing wage requirements apply to this Project from commencement of the Contract through completion of the work.

18.7 Employment Eligibility. Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of this Contract. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors performing any work relating to this Project or this Contract to make the verifications and comply with all requirements and restrictions provided herein. The Successor Agency shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in this section. Should Contractor employ undocumented aliens for the performance of work covered by this Contract, and should any liability or sanctions be imposed against the Successor Agency for such use of undocumented aliens, Contractor hereby agrees to and shall reimburse Successor Agency for the cost of all liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Successor Agency.

18.8 Licenses. Contractor verifies that it possesses all required **"Class"** Contractor's License(s) adequate to perform the work herein described and that all subcontractors of Contractor have equivalent licenses for their specific trades. Contractor further verifies that it and its subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under the Labor Code, if applicable to the work.

18.9 Permits. Contractor understands and assumes all risk and sole responsibility, without any adjustment to the Contract Price or Contract Time, for obtaining all permits, licenses and approvals that may be necessary for the Project to be completely performed and ready for acceptance or occupancy by Successor Agency.

Prior to or at the time of execution of this Contract, the Contractor, and all Contractor's subcontractors, shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code* and obtain applicable no-fee construction permits.

**Professional Services Agreement – (Kosmont Realty)
(Real Estate Advisory) Successor Agency-owned Properties
Resolution No. _____/Successor Agency**

19. Miscellaneous. Contractor and Successor Agency acknowledge that the terms of this Contract have been mutually negotiated and that such documents shall not be interpreted against either Successor Agency or Contractor on the basis that either Party was responsible for or in control of the drafting of such documents.

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

IN WITNESS WHEREOF, Contractor has executed this Contract, and the Successor Agency, by its Successor Agency Executive Director, who is authorized to do so, has executed this Contract.

(KOSMONT REALTY)

Dated: 8/7/2025

DocuSigned by:
Larry Kosmont
Attn: Larry J. Kosmont, CRE

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

Approved by:

Dated: 8/11/2025

Signed by:
WILLIE A HOPKINS JR
Willie A. Hopkins, Executive Director

Approved as to form:

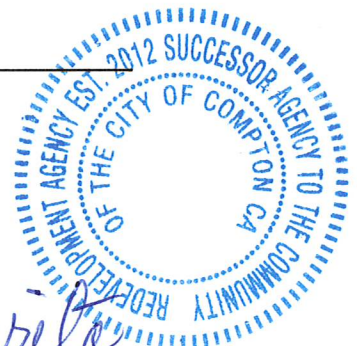
Signed by:
Merle Greene III
Merle Greene III, Agency Legal Division

Dated: 8/11/2025

ATTEST:

Dated: 8/11/2025

Satra D. Zurita
By Satra D. Zurita, Executive Clerk





March 24, 2025

Willie A Hopkins Jr., City Manager

Cecil C Flournoy III, Community Development Director
City of Compton
205 S Willowbrook Ave
Compton, CA 90220

Re: Proposal for Services for Economic Development Advisory Services / Surplus Land Act Pre-Disposition Real Estate Advisory / Due Diligence Services

Dear Mr. Hopkins and Mr. Flournoy,

Kosmont Real Estate Services ("KRES") dba Kosmont Realty, a licensed California brokerage firm (Department of Real Estate License #02058445), ("KR" or "Consultant"), is pleased to present this proposal to the City of Compton/Successor Agency ("Client" or "Owner") for pre-disposition real estate advisory and Surplus Land Act ("SLA") pre-disposition real estate advisory / due-diligence services in connection with various properties within the City of Compton ("City"). This proposal serves as an agreement ("Agreement") when executed and returned by Client to KR.

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I. BACKGROUND AND OBJECTIVE

Client owns certain parcels at 2000 W Compton Blvd (APNs: 6138-004-900, -901, -902, -903, -904), 501-601 E Compton Blvd (APNs: 6166-023-900, -901, -902, -903, -904; 6166-022-900, -901, -902, -903, -904, -905), and 117 S Long Beach (APNs: 6164-008-901, -902, -903, -904, -905) ("Properties") within the City of Compton. Client is requesting assistance with evaluation of alternative approaches for the disposition of Properties, and assistance with the Surplus Land Act ("SLA") process and procedures. KR will perform these initial advisory services as identified in the Scope of Services under Tasks 1-4.

Pursuant to Optional Task 5 in the Scope of Services: KR is a duly licensed brokerage services firm by the California Department of Real Estate and its insurance coverage is premised on compliance with State licensing regulations. KR and Client can enter into a brokerage arrangement and implement HCD compliance and the sale or lease of the Properties, as appropriate. KR proposes the following Scope of Services accordingly.

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II. SCOPE OF SERVICES

Approach to Scope of Services: The prospective assignment and consulting services that KR will provide will be of a relatively limited scope and duration, and advisory in nature. KR will be making recommendations only, which advise the Client, including its elected officials, appointed officials and staff, which they can accept or reject. None of Kosmont's staff will act in a capacity as an elected official, nor appointed official, nor as staff, nor as serving in a "designated" position.

The major tasks to be performed by KR that will comprise this assignment are described as follows:

Task 1: Project Kick Off

To initiate the assignment, Kosmont and City will participate in a virtual kick-off meeting to initiate work. Kosmont will meet with City staff to review and discuss Client's real estate / economic development needs and priorities, establish communication protocols, and understand at a high-level the opportunities, constraints, and objectives related to economic development in the City. Kosmont and City will also discuss the three (3) key priority publicly owned Properties and/or other sites/areas (budget permitting), as well as specific development and disposition priorities. If available, the City will provide Kosmont with available market and property specific information (e.g., appraisals, market studies, zoning information, specific plans, etc.) and status of activities to date and anticipated timing of activities moving forward.

Task 2: Initial Pre-Disposition Property Due Diligence and Regulatory Compliance Activities

KR will conduct initial pre-disposition property due diligence to identify existing market conditions and constraints affecting the potential marketability, sale / lease, and development (e.g., zoning, adjacent uses, site configuration, known environmental condition) of the Properties as well as evaluate market value/pricing ranges, and potential options/approaches to productively advance the future disposition and/or development of the Properties. KR will also consider potential regulatory requirements in conjunction with the Client's legal counsel in connection with the disposition of the Properties to satisfy compliance with the SLA and/or other legislative requirements as may be appropriate/required.

Task 3: Surplus Land Act Process – Declaration and Notice of Availability (NOA)

KR will assist with preparation of the Surplus Land declaration and/or exemption. If the Properties are declared "surplus" by City Council, KR will prepare the Notice of Availability ("NOA") as well as coordinate and manage the solicitation process required by the SLA for the Properties in list identified herein (as may be appropriate), which will require a 60-day noticing period for respondents.

Task 4: Respondent Due Diligence / Public-Private Negotiations

The SLA requires that the Client negotiate in good faith with respondents that submit a notice of interest for a period of 90 days. KR can assist with reviewing notices of interest, evaluating proposals/offers submitted, and/or public-private transaction structuring and negotiations as may be required with the respondents for the disposition of the Properties. KR can also assist the Client with a presentation to the City Council that will seek authorization to proceed with prospective transactions (as mutually agreed upon between Client and KR).

Optional Task 5: Real Estate Brokerage Services

In compliance with the statutory and procedural disposition requirements of the California SLA and pursuant to Department of Real Estate (DRE) licensing requirements, Owner and KR may enter into or

authorize a direct, indirect and/or a cooperative broker relationship with other private sector and/or brokerages/brokers, as desired by Owner and mutually agreed upon by KR. The purpose of such an arrangement would be to leverage KR's collective expertise, resources, market knowledge, and transaction-based relationships to successfully sell the Properties, while enabling and assisting brokerage activity by other brokers/brokerage service firms involved in the SLA exposure and disposition process, and to maintain compliance with the sale and lease regulations set forth by the SLA.

As such, KR can be flexibly engaged, as directed by Owner and mutually agreed upon, to perform brokerage tasks with and independent of other brokerages services firms retained by Owner or private sector entities, in soliciting, selecting, and negotiating with a preferred buyer(s)/developer(s) to effectuate the sale or lease of the Properties. These brokerage activities could include structuring presentations and negotiations with the California Department of Housing and Community Development (HCD) to achieve notice(s) of determination and related sale / lease procedural approvals, negotiation of purchase agreement documentation, coordination of escrow, title, and ultimate sale or lease, and other transaction-based activities as may be required to close the transaction (as mutually agreed upon between KR and Owner). Compensation may include a share of commissions and/or fees as may be applicable and agreed upon.

III. SCHEDULE AND REQUIRED DATA

Consultant is prepared to commence work upon receipt of executed Agreement. Client will provide KR with existing Properties data including appraisals, market data, and/or other relevant data deemed appropriate by KR.

IV. COMPENSATION

Compensation for **Tasks 1 through 4 is estimated at \$35,000** for professional services (hourly) fees at KR's billing rates as shown on Attachment A. Future increases in budget will require approval by Client in advance. Budget may be increased by Client at any time.

KR anticipates a single consolidated round of Client comments and revisions on draft work product before Kosmont provides a final version of work product. If necessary, additional rounds of comments and revisions can be accommodated on an hourly basis.

KR's attendance or participation at any **publicly noticed** meeting, whether such participation is in person, digital, video and/or telephonic (e.g., *City Council, Planning Commission, Public Agency Board, other*), as requested by Client is in addition to compensation for Tasks 1 through 4 and will be billed at the professional services (hourly) fees as shown on Attachment A.

Services will be invoiced monthly at KR's standard billing rates, as shown on Attachment A. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at the current IRS mileage reimbursement rate), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations.



KR will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of KR's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

For the convenience of Kosmont's clients, we offer a secure credit card payment service. The credit card payment link is: <https://kosmont.paidyet.com> and there are two ways to make a secure credit card payment:

1. Fill in the "**Make a Payment**" form when you go to the link (<https://kosmont.paidyet.com>), or
2. Call Kosmont Companies' accounting desk (424) 297-1072 to make a credit card payment

KR is prepared to commence work upon receipt of executed Agreement.

DISCLOSURE: Compensation for possible future transaction-based services or consulting services.

The following is being provided solely as an advance disclosure of possible real estate consulting and finance services and potential compensation for such services. This disclosure is not intended to commit the Client.

When assignments involve public finance services on behalf of a public agency, such municipal advisory services are provided by Kosmont Financial Services (KFS). KFS is an independent Registered Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

SEC registration does not constitute an endorsement of the firm by the Commission or state securities regulators.

When assignments involve advisory services provided by Kosmont & Associates, Inc., dba Kosmont Companies ("KC"), a separate proposal and hourly rate sheet will be provided.

V. OTHER PROVISIONS

A. Termination. Client or Consultant shall have the right to terminate this Agreement at any time upon written notification to the other party. Payment for fees accrued through the date of termination shall be remitted in full.

B. Arbitration. Any controversy or claim arising out of or in relation to this Agreement, or the making, performance, interpretation or breach thereof, shall be settled by arbitration at JAMS in Los Angeles, California. Each of the parties to such arbitration proceeding shall be entitled to take up to five depositions with document requests. The provisions of Section 1283.05 (except subdivision (e) thereof) of the California Code of Civil Procedure are incorporated by reference herein, except to the extent they conflict with this Agreement, in which case this Agreement is controlling. If the matter is heard by only one arbitrator, such arbitrator shall be a member of the State Bar of California or a retired judge. If the matter is heard by an arbitration panel, at least one member of such panel shall be a member of the State Bar of California or a retired judge. The arbitrator or arbitrators shall decide all questions of law, and all

mixed questions of law and fact, in accordance with the substantive law of the State of California to the end that all rights and defenses which either party may have asserted in a court of competent jurisdiction shall be fully available to such party in the arbitration proceeding contemplated hereby. The arbitrator and arbitrators shall set forth and deliver their findings of fact and conclusions of law with the delivery of the arbitration award. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction.

C. Attorneys' Fees. In the event of any legal action, arbitration, or proceeding arising out of an alleged breach of this Agreement, the party prevailing in such legal action, arbitration, or proceeding shall be entitled to recover reasonable attorneys' fees, expenses and costs, as well as all actual attorneys' fees, expenses and cost incurred in enforcing any judgment entered.

D. Authority. Each of the parties executing this Agreement warrants that persons duly authorized to bind each such party to its terms execute this Agreement.

E. Further Actions. The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.

F. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

H. Entire Agreement; Amendments and Waivers. This Agreement contains the final, complete and exclusive agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding, whether written or oral, related hereto are superseded hereby. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.

I. Severability. If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

J. Notices. All notices, requests, demands and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, if transmitted by telecopier, electronic or digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), the day after it is sent; and if sent by certified or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal place of business of the respective party. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

K. Titles and Captions. Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein.

L. Governing Law. The statutory, administrative and judicial law of the State of California (without reference to choice of law provisions of California law) shall govern the execution and performance of this Agreement.

M. Confidentiality. Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.

N. Counterparts. This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement shall have the same full force and effect as such person's original signature.

O. Disclaimer. Consultant's financial analysis activities and work product, which may include but is not limited to pro forma analysis and tax projections, are projections only. Actual results may differ materially from those expressed in the analysis performed by Consultant due to the integrity of data received, market conditions, economic events and conditions, and a variety of factors that could materially affect the data and conclusions. Client's reliance on Consultant's analysis must consider the foregoing.

Consultant services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates, are deemed to be based on Client's understanding and by execution of this Agreement, acknowledgement that Consultant's services are advisory only and as such, cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications by and between the Client and Consultant.

Client acknowledges that Consultant's use of work product is limited to the purposes contemplated within this Agreement. Consultant makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement.

P. Limitation of Damages. In the event Consultant is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount Consultant has received from Client.

Q. Force Majeure. Consultant shall not be liable for failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by significant circumstances beyond its reasonable control, including, without limitation: epidemic; acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; riots; wide-spread power failures and wide-spread internet failure. Contractual performance and deadline(s) shall be extended for a period equal to the time lost by reason of the delay.

R. Expiration of Proposal for Services. If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.



S. Not an agreement for Legal Services or Legal Advice. This Agreement does not constitute an agreement for the performance of legal services or the provision of legal advice, or legal opinion. Client should seek independent legal counsel on matters for which Client is seeking legal advice.

[signature page follows]



VI. ACCEPTANCE AND AUTHORIZATION

If this Agreement is acceptable to Client, please execute two copies of the Agreement and return both originals to Kosmont Realty. Upon receipt of both signed contracts, we will return one fully executed original for your files. Kosmont will commence work upon receipt of executed Agreement.

Read, understood, and agreed to this

____ Day of _____ 2025

City of Compton

By: _____

(Signature)

Name: _____

Willie A. Hopkins, Jr.
(Print Name)

Kosmont Real Estate Services

doing business as "Kosmont Realty"

By: _____

(Signature)

Name: Larry J. Kosmont, CRE®

Its: _____

City Manager
(Title)

Its: _____

President

ATTACHMENT A
Kosmont Realty
2024 Public Agency Fee Schedule

Professional Services

Chairman & CEO / President	\$525.00/hour
Senior Managing Director/Senior Advisor	\$395.00/hour
Managing Director	\$295.00/hour
Senior Director / Senior Project Analyst	\$205.00/hour
Director / Project Analyst / Project Manager	\$195.00/hour
Project Promotion/Graphics/GIS Mapping Services/Research	\$ 95.00/hour
Clerical Support	\$ 80.00/hour

• **Additional Expenses**

In addition to professional services (labor) fees:

- 1) An administrative fee for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Realty's professional service fees incurred; plus
- 2) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) Project/Market data sources for support of evaluation and analysis e.g., ESRI, CoStar/STR, IMPLAN, ParcelQuest and other based on quoted project cost.
- 4) For Third Party Vendor(s) retained on behalf of Client (with Client's advance approval), fees and costs will be billed to Client at 1.1X (times) fees and costs.
- 5) Except as referenced above, under Section IV. Compensation, Consultant's attendance or participation at any public meeting, whether such participation is in person, digital, video and/or telephonic (e.g., *Board of Supervisors, Planning Commission, Public Agency Board, other*) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

• **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2025.



*City of Compton
SLA Advisory
March 24, 2025*

RESOLUTION NO. 26,100

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

WHEREAS, On April 23, 2019, the City Council adopted Resolution No. 25,001 revising the City's policies and procedures for the approval of purchase orders, budgetary transfers, and contracts, and increasing the City Manager's maximum approval level of expenditures; and

WHEREAS, Per Resolution No. 25,001, the single transaction limit established for the City Manager that would not require adoption by a separate resolution of the City Council was \$25,000 or less. Additionally, the same Resolution No. 25,001 also establishes a single transaction limit of \$75,000 for the City Manager if the purchase is of urgent necessity for the preservation of life, health, property or fiscal stability.; and

WHEREAS, the conduct of City business relative to use of the City Manager's spending authority is not limited to travel and emergency situations, but includes all aspects of City business activity wherein it is necessary for the City Manager to authorize transactions related to City operations on an as required and/or necessary basis; and

WHEREAS, due to inflation eroding the purchasing power of these limitations, the existing limitations frequently create operational issues and cause delays in conducting routine business matters. Purchase of supplies and materials are often delayed for weeks as a result. These issues often create obstacles in staff's attempts to create efficiencies in service delivery to the community; and

WHEREAS, this resolution will solely increase the spending limit authorized for the City Manager. There is no fiscal impact for adoption of this resolution. The spending limit will increase to \$75,000 for single transactions, and to \$200,000 for purchases of urgent necessity; and

WHEREAS, full spending authority is being requested due to the council being out of session for the month of August, in order to continue providing services to the community. The full spending authority will only be exercised in the event of an extreme emergency, or disaster (natural or otherwise). Council will receive weekly reporting of any expenditures that have been authorized outside of the established limits of \$75,000 for single transactions and \$150,000 for urgent necessity

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

SECTION 1. That Resolution No. 25,001, adopted by the City Council on April 23, 2019, is hereby rescinded.

SECTION 2. That Purchase Orders do not require adoption by separate resolution of the City Council if they:

- Are for an amount of \$50,000 or less, however except for the purchase of materials, supplies and goods, a written contract approved as to form only by the City Attorney or special counsel to the City Council or City Manager may be required. However, if the City Attorney or special counsel fails to approve the matter "as to form," such action by the City Attorney or special counsel shall not prevent or prohibit the contract from

- being signed by the City Manager; and
- Are properly approved by the City Manager and/or required staff; and
- Are applied to an existing appropriation; or
- Fulfill in whole or in part a budgeted appropriation as adopted by Council in the Combined Budget Resolution for the current fiscal year; or
- Are purchase orders, regardless of amount, for the City-owned utility payments (e.g. electricity, water, gas), that are applied to an existing appropriation.

SECTION 3. That the following Purchase Order Procedures are now in effect:

- Purchase Orders for the same vendor, for the acquisition of related goods/services, and occurring in the same fiscal year shall be treated as one combined Purchase Order for purposes of determining if the \$50,000 threshold is met.
- A new addition to an existing Purchase Order shall be combined with the original Purchase Order and any previous additions to the Purchase Order for purposes of determining if the \$50,000 threshold is met.
- Purchase Orders will not be split in order to avoid the \$50,000 threshold, including splits near the cutoff between fiscal years.
- A list of all Purchase Orders and Purchase additions over \$5,000 issued during the previous month will be provided to the City Council by the City Controller on a monthly basis.

SECTION 4. That upon the review and approval as to form only by the City Attorney or special counsel to the City Council or City Manager, the City Manager is authorized to enter into contracts on behalf of the City, without first having City Council adoption of a separate resolution, when the total amount of compensation to be paid by the City pursuant to the contract is \$50,000 or less. However, if the City Attorney or special counsel fails to approve the matter "as to form," such action by the City Attorney or special counsel shall not prevent or prohibit the City Manager from signing the contract. A list of such contracts entered into by the City wherein the amount of compensation to be paid is above \$5,000 but below \$50,000 shall be provided to the City Council by the City Manager on a monthly basis.

SECTION 5. That when faced with an urgent situation, the City Manager may authorize a purchase order of up to \$200,000 without first having City Council adoption by resolution, if the purchase order is of urgent necessity for the preservation of life, health, property or fiscal stability. The City Manager, shall be recognized with full spending authority in the absence of the City Council for the month of August, when Council is out of session, to be exercised in the event of an extreme emergency, or disaster natural or otherwise.

SECTION 6. That work change orders on capital projects that are within the limits of California Public Contract Code Section 20455 (a) and (b) do not require City Council adoption by resolution. Work change orders using this section must be approved by the City Manager, in addition to any other required approval. If, in total, the work change orders on a single City project exceed \$75,000 in the same fiscal year, the City Manager shall explain the work change orders at the next City Council meeting as an agenda item.

SECTION 7. That the City Manager may transfer budgeted amounts from one activity, cost center or department to another activity, cost center or department so long as they are within the same fund and do not increase the total budget authorized by City Council for that fund. A budgetary transfer that increases the total budgetary authority for the fund or between funds may only be authorized by a resolution of City Council. The administrative accounting for budgetary transfers is performed by the City Controller. Therefore, all such transfers shall be reported to the City Council on a monthly basis by the City Controller.

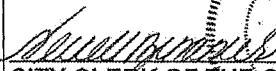
SECTION 8. That a certified copy of this Resolution shall be filed in the offices of the City Clerk and with every City department and agency.

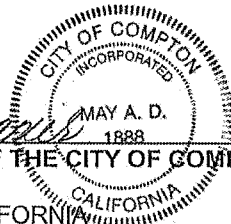
SECTION 9. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 23rd day of JULY, 2024.


MAYOR OF THE CITY OF COMPTON

ATTEST:

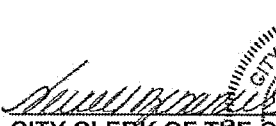

CITY CLERK OF THE CITY OF COMPTON
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss



I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the 23rd day of JULY, 2024.

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

AYES: COUNCIL MEMBERS- DUHART, SPICER, BOWERS, DARDEN, SHARIF
NOES: COUNCIL MEMBERS- NONE
ABSENT: COUNCIL MEMBERS- NONE
ABSTAINS: COUNCIL MEMBERS- NONE


CITY CLERK OF THE CITY OF COMPTON



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:	BL25-000931	EXPIRATION DATE:	07/31/2026
BUSINESS:	Kosmont Real Estate Services, dba Kosmont Realty	ISSUE DATE:	07/31/2025
LOCATION:	2301 Rosecrans Ave., Suite 4140	OWNERSHIP TYPE:	Corporation
OWNER NAME:	Kosmont Real Estate Services, dba Kosmont RealtyLarry Kosmont	CLASSIFICATION:	5312
MAILING ADDRESS:	2301 Rosecrans Ave., Suite 4140 El Segundo, CA 90245	DESCRIPTION:	REAL ESTATE BROKER
RESTRICTIONS:			

Kosmont Real Estate Services, dba Kosmont Realty
2301 Rosecrans Ave., Suite 4140
El Segundo, CA 90245



KOSM&AS-01

BSTERNBERG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2025

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 # 0C36891 Lyddy Martin Company 5021 Verdugo Way Ste. 105 #414 Camarillo, CA 93012	CONTACT NAME: Brett R Sternberg PHONE (A/C, No, Ext): (310) 478-2625 317 FAX (A/C, No): E-MAIL ADDRESS: brett@lyddymartin.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Hartford Underwriters Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Kosmont & Associates, Inc.
Db: Kosmont Companies
1601 N. Sepulveda Blvd. #382
Manhattan Beach, CA 90266

COVERAGES

CERTIFICATE NUMBER: 204

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER: Business Liability General Aggre	X		72SBABM5UX0	6/27/2025	6/27/2026	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 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			72SBABM5UX0	6/27/2025	6/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			72SBABM5UX0	6/27/2025	6/27/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 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)

Certificate holder is included as additional insured per written agreement/contract as respects to general liability. See attached blanket additional insured form SL 30 32 06 21

See attached amendment of declarations- additional persons or organizations designated as named insured Form SC 00 03 10 18
 Kosmont Real Estate Services, dba; Kosmont Realty

CERTIFICATE HOLDER

CANCELLATION

City of Compton
 205 S. Willowbrook Ave.
 Compton, CA 90220

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

AUTHORIZED REPRESENTATIVE

Policy #72SBABM5UX0

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make 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;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



AMENDMENT OF THE DECLARATIONS - ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSUREDS

POLICY NUMBER: 72 SBA BM5UX0

The following person(s) or organization(s) are added to the Declarations as Named Insureds:

Named Insured	DBA Name
Urbanflex Investments, LLC	
Kosmont Real Estate Services, DBA Kosmont Realty	
Southern California Regional Center, LLC DBA	
California Golden Fund	
Kosmont Transactions Services, Inc. DBA Kosmont	
Financial Services and KFS	
Kosmont & Associates, Inc. DBA Kosmont Companies	
Kosmont Transactions Services, Inc. DBA Kosmont	
Financial Services	
Kosmont Operations & Opportunity Locators, Inc.	
Kimco Urbanflex Investments	

Policy #72SBABM5UX0

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make 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;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



- (g) 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; or
- (h) "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:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) 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.
- (2) This insurance does not apply to 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.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

DATE: OCTOBER 28, 2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: COMMUNITY DEVELOPMENT DEPARTMENT

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT AND ESTABLISH A
PURCHASE ORDER WITH THE NATELSON DALE GROUP, INC. FOR
THE ECONOMIC DEVELOPMENT STRATEGIC PLAN IN AN AMOUNT
NOT TO EXCEED ONE HUNDRED FORTY-THREE THOUSAND TWO
HUNDRED AND SEVENTY DOLLARS (\$143,270.00)**

SUMMARY

Staff respectfully requests that the City Council adopt the attached resolution authorizing the City Manager to enter into a professional services agreement with The Natelson Dale Group, Inc., for consulting services related to the Economic Development Strategic Plan and to establish a purchase order for \$143,270.00.

BACKGROUND

The City of Compton initiated the development of an Economic Development Strategic Plan (EDSP) to create a unified roadmap for business attraction, retention, and long-term economic growth. In response to changing market conditions and increased regional competition, the Plan provides a coordinated strategy to strengthen the local economy, expand the tax base, and improve the quality of life. A consultant was engaged to lead a data-driven planning process that included stakeholder input, market analysis, and identification of key opportunities and challenges. The resulting plan will guide future economic development policies and investments over the next four years.

To support this effort, the City issued a formal Request for Proposal (RFP) and, through a competitive procurement process, selected The Natelson Dale Group, Inc., as the qualified consultant to lead the project.

The resulting Strategic Plan will help guide future economic development policies and investments and will also inform the City's future General Plan update – the first since 1991.

STATEMENT OF THE ISSUE

The City's General Plan has not been updated since 1991, leaving economic and land use policies outdated and misaligned with current conditions. To address this gap, the City developed an Economic Development Strategic Plan (EDSP) as a modern, action-oriented framework to guide economic growth, attract investment, and support future updates to the General Plan.

Staff recommends awarding a contract to The Natelson Dale Group, Inc. to formalize these priorities and begin implementation of the Strategic Plan as the first step toward a comprehensive planning update.

ALTERNATIVE

The City Council may select another consultant from the list of proposals if the Council deems them the lowest, most responsive bidder.

FISCAL IMPACT

Funds have been allocated in the Successor Agency Fund's Fiscal Year 2025-2026 budget in the following account:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
1201-780-000-4266	Contract Services	\$143,270.00

There is no additional impact to the Successor Agency Fund.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution, which authorizes the City Manager to enter into a Professional Services Agreement with The Natelson Dale Group, Inc. for consulting services for the Economic Development Strategic Plan, and to issue a purchase order for \$143,270.00 to remain open until completion of the contract services, notwithstanding the fiscal year-end.

**CECIL FLOURNOY, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ESTABLISH A PURCHASE ORDER WITH THE NATELSON DALE GROUP, INC. FOR THE ECONOMIC DEVELOPMENT STRATEGIC PLAN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-THREE THOUSAND TWO HUNDRED AND SEVENTY DOLLARS (\$143,270.00)

WHEREAS, the City of Compton has not updated its General Plan since 1991, resulting in outdated economic and land use policies that no longer reflect current conditions or support the City's long-term goals; and

WHEREAS, in order to address this gap, the City initiated the preparation of an Economic Development Strategic Plan (EDSP) to serve as a modern, action-oriented roadmap for economic revitalization, business attraction and retention, tax base expansion, and overall quality of life improvements; and

WHEREAS, the City issued a formal Request for Proposal (RFP) for consulting services through a competitive procurement process, selected The Natelson Dale Group, Inc. as the most qualified consultant to lead the development of the Strategic Plan; and

WHEREAS, The Natelson Dale Group, Inc. will collaborate with City staff, business stakeholders, and community members in conducting a data-driven planning process that includes market research, stakeholder engagement, and economic analysis, resulting in a Strategic Plan to guide policies and investments for the next four years and inform the City's forthcoming General Plan update; and

WHEREAS, it is the desire of the City Council of the City of Compton to authorize the City Manager to enter into a Professional Services Agreement with The Natelson Dale Group, Inc., and to establish a purchase order in the amount of \$143,270.00, said purchase order to remain open until completion of the contract services notwithstanding the fiscal year end; and

WHEREAS, funds in the amount of \$143,270.00 have been allocated in the account number 1201-780-000-4266 for the Fiscal Year 2025 – 2026 budget for this purpose, with no impact to the Successor Agency Fund.

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

SECTION 1. That the City Manager is hereby authorized to enter into a Professional Services Agreement with The Natelson Dale Group, Inc. for consulting services related to the Economic Development Strategic Plan.

SECTION 2. That a purchase order in the amount of \$143,270.00 is hereby authorized for The Natelson Dale Group, Inc. Said purchase order shall remain open until completion of the contract services, notwithstanding the fiscal year-end.

SECTION 3. That funds in the amount of \$143,270.00 are budgeted in the Successor Agency Fund for Fiscal Year 2025-2026 and are allocated in Account Number 1201-780-000-4266.

SECTION 4. That certified copies of this resolution shall be filed in the offices of the City Controller, City Clerk, City Manager, Law Division, City Attorney, and Community Development 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.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
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 Council signed by the Mayor, and attested by the City Clerk to the Council 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-

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
AND
THE NATELSON DALE GROUP, INC.**

This **AGREEMENT** is entered by and between the **Successor Agency to the Community Redevelopment Agency**, a municipal corporation of the State of California (hereinafter referred to as “**AGENCY**”) located at 205 South Willowbrook Avenue, Compton, California 90220, and **THE NATELSON DALE GROUP, INC.** (hereinafter referred to as “**Consultant**”), located at P.O. Box 489, Yorba Linda, CA 92885.

RECITALS:

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced Consultant to assist with the preparation of an Economic Development Strategic Plan (EDSP); and

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

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

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

AGREEMENT:

1. SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

It is the mutual understanding of the parties that the Consultant shall perform and be responsible for rendering consulting services regarding the preparation of an Economic Development Strategic Plan (EDSP). Professional services shall include, but not be limited to, the Tasks in the Consultant’s attached/incorporated **Proposal (See Exhibit B)**.

Consultant acknowledges that in entering into this Agreement, the City is relying on the Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession which are currently practicing under similar circumstances, and to the reasonable satisfaction of the City.

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

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

ROGER DALE will serve as the **Project Manager** and shall be primarily responsible for representing the Consultant in the performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the project is complete, or upon exhaustion of authorized funding, whichever occurs first, unless this Agreement is terminated as provided herein. This Agreement shall automatically terminate on exhaustion of the authorized maximum compensation of **One Hundred Forty-three Thousand, Two Hundred Seventy Dollars (\$143,270)**, unless this Agreement is extended or otherwise terminated as provided herein.

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

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

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

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

Consultant shall be reimbursed within sixty (60) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be

submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the City Controller's Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

As full and complete compensation for performance of all the services performed by the Consultant as described in Section 1 of this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **One Hundred Forty-three Thousand, Two Hundred Seventy Dollars (\$143,270).**

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

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

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

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

City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

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

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

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

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

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

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

payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

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

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

This indemnification and hold harmless obligation 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 the City, during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (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.

Roger Dale, Managing Principal

(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:

**The Natelson Dale Group, Inc.
P.O. Box 489
Yorba Linda, CA 92885
Attn: Roger Dale, Managing Principal
(714) 609-5845**

TO CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Cecil Flournoy, Director
Community Development Department
(310) 605-5532**

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

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

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

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

The Natelson Dale Group, Inc.

**By: _____
Name: Roger Dale
Title: Project Manager
Date: _____**

CITY OF COMPTON

**By: _____
Name: Willie A. Hopkins
Title: Executive Director
Date: _____**

Approved as to form:

**By: _____
Name: Janene McIntyre
Title: General Counsel
Date: _____**

ATTEST:

**By: _____
Name: Satra D. Zurita
Title: Secretary
Date: _____**

EXHIBIT A

The Natelson Dale Group, Inc. (TNDG) complete this assignment (through adoption of the final Economic Development Strategic Plan) for a total fixed fee of \$128,360 (ONE HUNDRED AND TWENTY-EIGHT THOUSAND, THREE HUNDRED AND SIXTY DOLLARS), excluding the optional stakeholder Taskforce process. If the City opts to pursue the series of Taskforce meetings, the supplemental budget would be \$14,910, for a **total maximum budget of \$143,720 (ONE HUNDRED AND FORTY-THREE THOUSAND, SEVEN HUNDRED AND TWENTY DOLLARS).**

Consultant hours by major project component are estimated as follows:

Hourly rates ---►	\$265 Dale	\$265 Saldana	\$210 McClure	\$210 Levenson	\$140 Collins	Costs
Work Scope Element	Hours					
Task 1: Economic Conditions Analysis	60	60	60	60	40	\$62,600
Task 2: Outreach/Vision (without optional taskforce)	48	20	24	24	8	\$29,220
Task 3: Research and Draft EDSP	40	20	40	-	16	\$26,540
Sub-totals	148	100	124	84	64	\$118,360
<u>Expenses:</u>						
Meeting expenses (mileage, etc.)						\$3,500
Translation services						\$5,000
Data						\$1,500
Total Cost, Excluding optional EDSP Taskforce Meetings						\$128,360
OPTIONAL TASK: EDSP Taskforce meetings (3)	24	18	-	18	-	\$14,910
Total Cost, WITH optional EDSP Taskforce Meetings	172	118	124	102	64	\$143,270

EXHIBIT B

WORK SCOPE AND PROJECT SCHEDULE

Work Scope

TASK 1: ECONOMIC CONDITIONS ANALYSIS

1.A Project Kickoff Meeting

The Natelson Dale Group, Inc. (TNDG) will facilitate a kickoff meeting with all project stakeholders (as mutually determined with the City) to establish baseline expectations for ongoing work. The kickoff meeting will cover communication channels to ensure timely and high-quality delivery of project tasks, and align project objectives, methodology, schedule, deliverables, and protocols.

1.B Review and analysis of existing demographic and socioeconomic data, labor force characteristics, sales tax revenue and other key economic data

TNDG will compile background information from a range of public and private data sources including the following:

- U.S. Census / American Community Survey (ACS)
- Southern California Association of Governments (SCAG)
- Los Angeles County Assessor's Office
- California Department of Finance (DOF)
- California Department of Tax and Fee Administration (CDTFA)
- Commercial/industrial real estate market data (CoStar)
- Lightcast/EMSI (for existing and projected employment, by detailed industry and occupation)

Where appropriate, demographic and economic data will be evaluated at multiple levels of geography (city, county, and state) to allow for comparison of local conditions to reference-area benchmarks. In addition, TNDG will customize the study geographies to reflect Compton's strategic market position within metro Los Angeles and the larger Southern California region.

1.C SWOT Analysis and Competitive Assessment

TNDG will prepare a comprehensive strength-weakness-opportunity-threat (SWOT) analysis to guide the subsequent strategy formulation tasks. The SWOT summary will quantify Compton's potentials for quality economic growth, based on the following information sources: the baseline data compiled in Task 1.B; input from stakeholders; and the consultant's longstanding knowledge of economic development "best practices." The SWOT summary will consider the following issue categories:

- Geographic setting and proximity to larger economic regions
- Demographic makeup (existing and projected)
- Workforce availability and skill levels (for the City and the larger "commute shed" region)

- Workforce commute patterns
- Education system
- Existing economic base (i.e., mix of industry types)
- Existing land use conditions and available land for development/redevelopment
- Infrastructure conditions and capacity (including transportation access and broadband service)
- Housing availability and affordability
- Quality of life
- Community image
- Resident/community attitude towards growth
- Regulatory environment (local and state level)
- Economic development partnerships (public and private)
- Economic development incentives

The SWOT summary will identify the core strengths and opportunities that Compton can leverage for desired economic growth and prioritize these opportunities to allow for a strategic approach to marketing the community. With respect to weaknesses and threats, the SWOT will distinguish between issues that can realistically be mitigated and issues that are likely to be permanent constraints (thereby helping to define types of economic growth that are not realistic targets for the City).

1.D Market Potentials Analysis

As detailed below, TNDG's market potentials analysis would include two major components (both of which would build on the market/financial studies TNDG prepared for the City in 2023 as part of the General Plan update:

- A **business/industry sector ("cluster") analysis** to identify specific industries/clusters that would offer strong potentials for high-quality economic growth in Compton; and
- A **consumer demand / real estate market analysis** to forecast demand for new commercial and industrial development in the City.

Business Sector Analysis (identification of target industries/clusters). The target industry analysis would include the following steps:

- A. Compile updated documentation of regional industry targeting efforts (e.g., Los Angeles County Economic Development Corporation programs) potentially relevant to Compton.
- B. Update TNDG's city-level "cluster" analysis to identify candidate industries for Compton. This update will include the following steps:
 - a. Compile updated data (6-digit NAICS code level) on current and recent historic employment in the City.

- b. Evaluate the City’s comparative strengths relative to the larger metro Los Angeles and Southern California regions, utilizing standard economic analysis techniques such as location quotient and shift-share analysis.
- c. Evaluate City’s linkages to relevant regional industry clusters.

To facilitate efficient updating of the target industry/cluster analysis, TNDG would utilize customized employment data from Lightcast/EMSL.

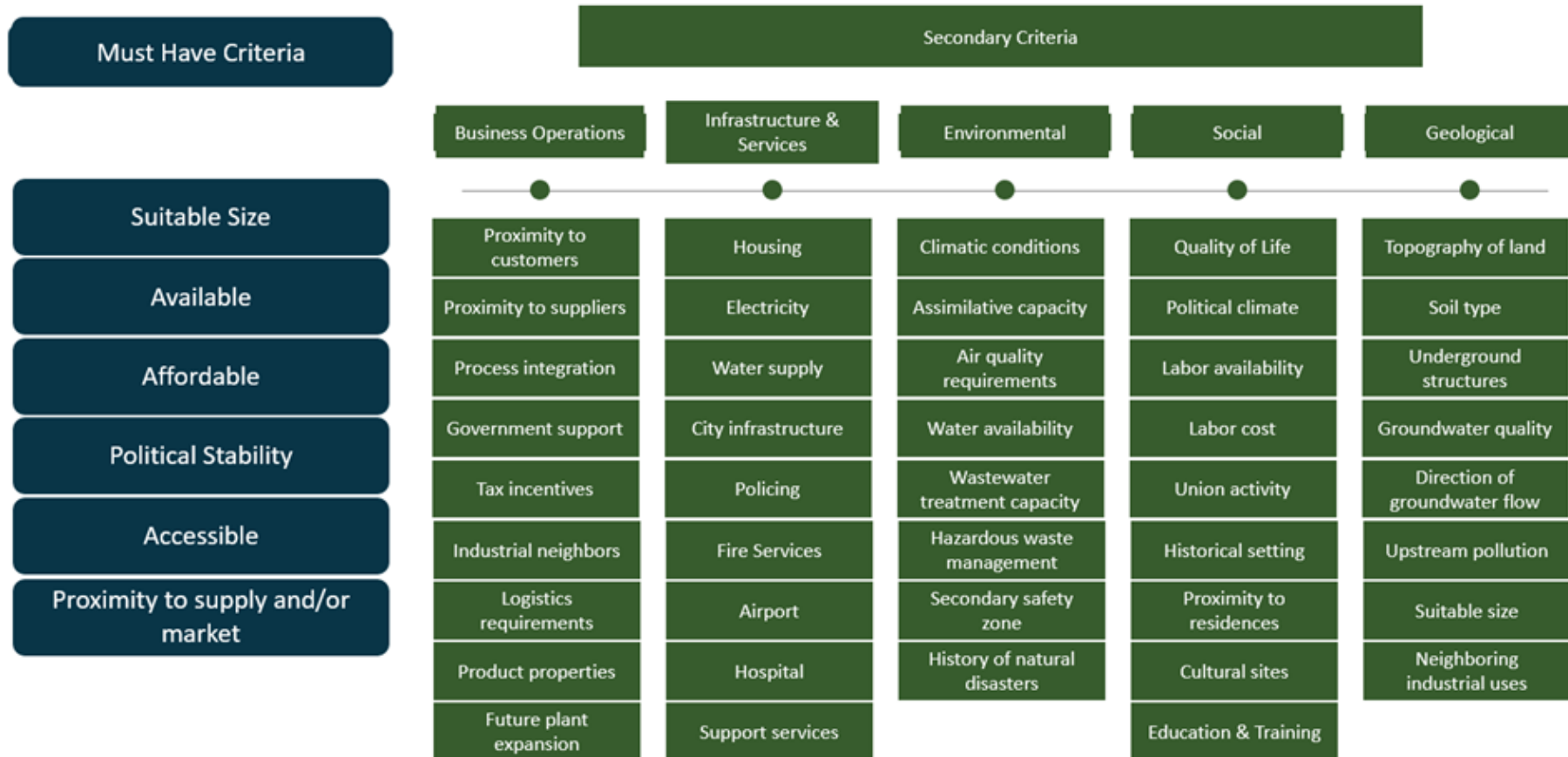
In addition to the data-driven steps outlined above, the TNDG would evaluate Compton’s business attraction potentials from a site selector’s perspective. To that end, the consultant team will utilize the criteria outlined on the graphic on the following page. The list of “Must Have” and “Secondary” site selection criteria was developed by TNDG team member Paul Saldana based on his 30+ years of working with the site selection community.

Consumer Demand Analysis and Commercial/Industrial Market Projections. Utilizing the datasets compiled in Task 1.B, TNDG will prepare updated versions of the real estate demand forecasting models prepared by the firm in 2023 as part of the General Plan update. These models project future opportunities for local economic development based on anticipated population, employment and highway traffic growth. The models consider the existing and future demographic makeup of the City’s resident population, as well as potential consumer demand from regional residents and visitors. The models address the following land uses:

- Office space
- Industrial/R&D space
- Retail restaurant space

With respect to retail/restaurant businesses, the TNDG demand model will identify specific opportunities for additional facility development (or new retail/restaurant tenancies in existing space) in Compton. The model first evaluates existing retail attraction patterns (comparing potential demand to actual existing sales) and then estimates the portion of the existing sales attraction that could realistically be retained given the increasing impacts of online sales. The model also forecasts future demand growth based on projected increases in local/regional population and employment. Potential demand for new retail businesses is expressed in terms of square feet supportable by major retail category (i.e., apparel, home furnishings, specialty, general merchandise, grocery, restaurants, hardware, etc.).

The “bottom line” findings of the real estate demand analyses will be expressed in terms of square feet of supportable building space by land use (over a 10-year forecast horizon). The supportable building square footages will also be translated to land/site acreage requirements for planning purposes.



1.E *Prepare a Psychographic Study to understand Compton visitors', shoppers', and diners', lifestyles, behaviors, and purchasing history*

The TNDG team utilizes demographic segmentation that offers insight into consumer behaviors, spending patterns and site selection. The following identifies the information that will be analyzed as part of the Psychographic Study (aka Demographic Segmentation):

Utilize Demographic & Lifestyle Data

- Utilize data aggregated from 15 sources, including Esri, to provide insights into spending habits, sales volume, traffic counts, and drive times.
- Present data as consumer segments based on age, income, household composition, and purchasing behaviors.

Identify Consumer Preferences & Spending Trends

- Leverage tax and financial data to assess discretionary spending levels.
- Examine lifestyle segmentation to tailor marketing strategies for different consumer groups.
- Use behavioral insights to refine product offerings and promotional campaigns.

Optimize Business & Investment Strategies

- Align findings with economic development initiatives to attract businesses suited to Compton's consumer base.
- Develop targeted outreach for investors and entrepreneurs based on market demand.
- Utilize competitive intelligence to benchmark against similar urban markets.

1.F *Target Lists for Business Retention/Attraction*

The TNDG team will develop top-five lists of businesses within each of the critical industries in the City, including the following:

- Highest producers of sales tax revenue (using HDL data supplied by City)
- Highest numbers of employees, segmented by firm and workforce (talent and diversity) characteristics
- Growth potential

Value-added Task: Target List for Business Attraction

The TNDG team will establish a comprehensive target list of the types of businesses the City should focus on attracting in the next four years. Utilizing a proprietary database of retail, commercial, real estate and site selection executives, the team will develop a list of target businesses, including contact

information. This list will also include cross-industry collaborations (supply chain) and revenue/profitability of companies best suited for Compton.

1.G Administrative Capacity Assessment

Consistent with the City’s requirements, the TNDG team will:

- Analyze the organizational capacity of the City to execute and implement economic development programs and initiatives.
- Identify local leaders and partners engaged in economic development.
- Identify additional resources and funding that may be needed to successfully support the implementation of strategies.

The specific components of TNDG’s administrative capacity assessment are outlined below.

Organizational Capacity Assessment

- **Policy & Framework Review:** Analyze existing economic development plans, governance structures, and operational frameworks.
- **Stakeholder Interviews:** Gather insights from city officials, community leaders, and industry representatives.
- **Comparative Benchmarking:** Assess Compton’s approach relative to similar municipalities.
- **Implementation Readiness:** Evaluate staffing, funding, and strategic alignment.

Stakeholder & Leadership Mapping

- **Local Business & Community Networks:** Identify key economic contributors and thought leaders.
- **Social Network Analysis (SNA):** Map collaborative relationships between businesses, nonprofits, and government entities.
- **Public Forums & Engagement Sessions:** Facilitate conversations to align priorities and strengthen partnerships.

Resource & Funding Identification

- **Current Budget & Grants:** Review available funding streams from municipal, state, and federal sources.
- **Public-Private Partnerships (PPP):** Explore investment opportunities with local businesses and philanthropies.
- **State & Federal Alignment:** Leverage programs that relate to economic development, infrastructure and other identified needs.

- **Strategic Fund Development:** Design a roadmap for multi-phase implementation (with EDSP)

Deliverables for Task 1:

- Project kickoff meeting
- Demographic background report
- Psychographic study
- SWOT analysis and competitive assessment
- Commercial/industrial real estate demand analysis
- Industry cluster analysis (including target list for business attraction)
- Administrative capacity assessment

TASK 2: OUTREACH AND COMMUNITY'S STRATEGIC VISION

Consistent with the approach outlined in the City's RFP, the TNDG team would facilitate a robust stakeholder engagement process, which would be foundational to preparing a Vision Statement, goals and objectives for the 4-year EDSP. TNDG's proposed stakeholder engagement process would include the following components:

- Online surveys (in English and Spanish) of residents and the business community to understand economic challenges and priorities;
- Three (3) community workshops (in English with Spanish translation available), including two meetings oriented toward residents and one meeting oriented toward business stakeholders;
- Individual interviews with selected stakeholders, including local business owners, commercial property owners, and real estate developers/brokers;
- In-person presentation to the Community & Economic Development Committee
- In-person briefing to City's executive leadership
- In-person presentation of the final EDSP to the Compton City Council for consideration and approval; and
- Bi-weekly coordination meetings with City staff.

As an optional element of the stakeholder engagement process, TNDG could facilitate a series of meetings with a "Stakeholder Taskforce" organized specifically for the EDSP process.

Online Surveys of Residents and the Business Community. TNDG would design and implement an online survey (in English and Spanish) of Compton residents; TNDG would also conduct a separate online survey (in English and Spanish) of the Compton business community. The survey would focus on profiling the most important challenges, opportunities, and priorities facing local residents and businesses, and identifying the types economic development programs the community would like to see the City offer. In order to ensure a high rate of participation in the surveys, TNDG would work closely with City staff to distribute the survey links via a range of communications channels.

Individual Stakeholder Interviews. In addition to the online survey, TNDG would conduct individual interviews with selected stakeholders (the list of interviewees would be mutually determined by TNDG and City staff). For budgeting purposes, we have assumed a total of 15 interviews to be conducted remotely (by phone or Zoom).

In-person Community Workshops. TNDG’s budget for this proposal includes a total of three (3) community workshops: two workshops oriented toward Compton residents and one workshop oriented toward the business community. The purposes of these meetings would be to identify the major economic issues that the community would like to see addressed in the EDSP and to get community input (via facilitated workshops) on prioritization of EDSP programs and action items. These meetings would be presented in English, with Spanish translation services available for the presentations and group discussions.

Meetings with City Personnel. TNDG’s budget for this contract would include bi-weekly coordination meetings (virtual) with City staff.

(OPTIONAL TASK) Stakeholder Taskforce. As an optional/supplemental component of the stakeholder engagement program, TNDG would work with City staff to establish an ad hoc taskforce to provide guidance to the EDSP process. In TNDG’s experience, an informal taskforce of 10-15 members is very manageable for this type of project. The taskforce would include a mix of public and private sector representatives (to be determined by TNDG and City staff). The proposed sequence of taskforce meetings would be as follows:

- Taskforce Meeting #1 would be concurrent with the SWOT analysis (Task 1) and would have two major purposes: (a) the TNDG team would present key findings from the team’s initial technical studies; and (b) TNDG would facilitate a group discussion to get the taskforce’s preliminary ideas on key issues, constraints and opportunities affecting Compton’s development potentials.
- Taskforce Meeting #2 would occur approximately mid-way through the process. At this meeting TNDG would present a preliminary strategic framework for the plan and then facilitate a group discussion to get the taskforce’s input on potential implementation strategies.
- Taskforce Meeting #3 would occur near the end of the process. At this meeting TNDG would review the Draft EDSP (which would be circulated to the taskforce members in advance of the meeting) and will get feedback from the taskforce regarding: (a) prioritization of the specific strategies included in the plan, and (b) designation of “lead entities” (i.e., specific City departments and/or external “partner” organizations) for each implementation strategy.

Deliverables for Task 2:

- Summary tabulations from resident and business surveys
- Summary notes from community workshops
- Summary notes from (OPTIONAL) EDSP taskforce meetings
- Vision Statement
- Bi-weekly check-in meetings with City staff

TASK 3: RESEARCH AND DRAFT ECONOMIC DEVELOPMENT STRATEGY

The TNDG Team will integrate the findings and strategic implications from all preceding tasks into a comprehensive Economic Development Strategic Plan (EDSP) for Compton. The Plan will provide a

detailed blueprint for the City’s economic development programming, with both short-term (2-year) and longer-term (4-year) recommendations for attracting, strengthening, and sustaining the identified set of target industries and implementing other strategies. The Action Plan will include the following elements:

- ❖ A **Real Estate Development/Marketing Strategy**, including specific recommendations for optimizing light industrial, office and retail development opportunities. These recommendations would be location-specific and oriented to key “opportunity sites” (or other subareas) identified during the course of the planning process.
- ❖ A **Business Retention/Expansion/Attraction Strategy** reflecting the specific industry clusters and market segments identified in the technical analyses. The target industry strategy will include the following components:
 - Specific recruitment goals and objectives.
 - Workforce development strategies oriented to the needs of the priority industry clusters.
 - Recommendations regarding physical infrastructure improvements and other “capacity building” issues relevant to the targeted industry clusters.
 - Recommended marketing framework for a cluster-based strategy (potentially in tandem with regional marketing initiatives).
 - Strategies for supporting and encouraging entrepreneurship and innovative activities within targeted industry clusters.
- ❖ Specific **Recommendations for Leveraging Key Regional Initiatives and Resources** (e.g., LAEDC, Los Angeles County Department of Economic Opportunity, Compton Worksource Center, etc.) within the City’s overall development and business attraction efforts.
- ❖ A strategy to address **Foundational Elements**, including: 1) recommendations regarding physical infrastructure improvements and other “capacity building” issues affecting the viability of the target clusters, 2) integration of existing assets such as transportation and educational systems, and 3) recommended measures to ensure the City’s “business friendliness.”
- ❖ A **Prioritization Matrix** indicating the potential timing of the various action items (immediate, 1-2 years, 3-4 years), and identifying the specific projects and programs that would provide the best leverage of available resources.
- ❖ Recommended **Staffing/Organizational Structure** for the City’s economic development programming.
- ❖ A **Responsibility Matrix** indicating the entities who would most appropriately be tasked with carrying out various action items (including collaborating regional agencies and private sector “partners”).
- ❖ Recommended **Funding Sources and Incentives**, allowing for fiscally responsible implementation of the EDSP recommendations and action items.

- ❖ Recommended **Assessment Tools** and a **Monitoring Program** to track the implementation of the Plan and to refine strategy objectives over time. The monitoring program will include performance-based “metrics” utilizing readily available data sources.

Deliverables for Task 3:

- EDSP document (draft and final)
- Detailed implementation table with estimated deadlines
- Implementation/assessment tools with recommended metrics
- In-person meetings with CEDC, City Council, Executive Leadership

Project Schedule

The TNDG team would complete this assignment (through adoption of the Final Economic Development Strategic Plan) within approximately six months (26 weeks) of authorization to proceed, per the task/deliverable schedule on the next page.

Schedule of Tasks and Deliverables for Compton EDSP

Major Task	Subtask	Completion Timeframe	Deliverables	Deliverable Date
Task 1: Economic Conditions Analysis	Project kickoff meeting	Week 1	Meeting notes	Week 1
	Demographic and economic data analysis	Weeks 1-6	Demographic/economic background report	Week 6
	SWOT analysis and competitive assessment	Weeks 1-6	SWOT report	Week 6
	Market potentials analysis	Weeks 5-10	Real estate market study report	Week 10
	Psychographic study	Weeks 5-10	Memorandum report (and data tables)	Week 10
	Target list for business attraction	Weeks 11-14	Target business list (with site selector contacts)	Week 12
	Administrative capacity assessment	Weeks 9-14	Memorandum report	Week 12
Task 2: Outreach & Community’s Strategic Vision	Online surveys (residents and business community)	Weeks 6-20	Survey tabulation report	Week 14
	Stakeholder interviews		Summary notes	Week 14
	Community workshops (3)		Summary notes	Weeks 6, 20
	Strategic Vision / Action Plan Visual		Strategic Vision / Action Plan Visual	Week 15
	(OPTIONAL) EDSP Taskforce meetings (3)		Taskforce meetings (3)	Weeks 6, 14, 20
Task 3: Research and Draft Economic Development Strategy	4-year EDSP	Weeks 15-25	First Draft of EDSP	Week 16
	Implementation table with assessment tools		Second Draft of EDSP	Week 20
			Third Draft of EDSP	Week 23
			Final EDSP	Week 25
	Committee, Council and leadership presentations	Week 26 or later (TBD by City)	In-person presentations	Week 26



PROPOSAL FOR PROFESSIONAL SERVICES

Economic Development Strategic Plan



Submitted to:
CITY OF COMPTON

SUBMITTED BY:

N THE NATELSON DALE GROUP, INC.
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IN ASSOCIATION WITH:

Economic Growth Strategies LLC

May 8, 2025

Table of Contents

UNDERSTANDING OF REQUIREMENTS	1
COMPANY BACKGROUND & EXPERTISE	1
PROJECT STAFFING AND ORGANIZATION	8
PROJECT WORK PLAN & SCHEDULE.....	9
OTHER – LINKS TO SAMPLE WORK PRODUCTS	19

UNDERSTANDING OF REQUIREMENTS

Project Approach

Our overall approach to this assignment will include the following elements:

- Updating the commercial/industrial real estate demand analyses completed by our team for the City of Compton in 2023 (as part of the General Plan update process);
- A comprehensive stakeholder engagement process;
- Appropriate integration of the City's existing economic, community and workforce development programs (including relevant regional initiatives);
- Close coordination with City staff throughout the planning effort; and
- Preparation of an implementation-oriented Strategic Plan that reflects Compton's unique market opportunities, stakeholder consensus on priorities, and our team's intimate familiarity with contemporary best practices for local economic development.

The specific tasks proposed for each component of the work scope are detailed in Section 5 of this proposal. The structure and order of tasks is based on TNDG's successful experience in preparing economic development strategies for numerous comparable communities. TNDG's proposed tasks collectively address all of the requirements listed in the City's Request for Proposals (RFP).

COMPANY BACKGROUND & EXPERTISE

A. Firm Profiles

The Natelson Dale Group, Inc. (TNDG)

TNDG brings exceptional experience in economic development strategic planning to this assignment. From this work, TNDG has developed nationally recognized expertise in the following key areas: 1) Target Industry Strategies and Cluster Development, 2) Retail Demand Analysis and Tenant Recruitment, 3) Integration of Economic Development with Workforce Development, and 4) Structuring of Local and Regional Economic Development Partnerships. The firm's work often involves direct linkages between a community's industry attraction plans and its real estate development potentials. In this regard, the TNDG Team has a strong understanding both of local real estate markets and of the larger regional economic trends that drive demand for commercial and industrial land use.

An abbreviated listing of TNDG’s relevant project experience is provided below, followed by more detailed descriptions of selected assignments.

Economic Development Strategies		
<u>Counties</u>	<u>Cities</u>	
Guilford County (North Carolina)	Anaheim	Menifee
Imperial County	Antioch	Modesto
Kern County	Arvin	Ontario
Larimer County (Colorado)	Bakersfield	Oxnard
Los Angeles (San Gabriel Valley subregion)	Beaumont	Palm Desert
Osceola County (Florida)	Burbank	Phoenix (Arizona)
San Bernardino	Camarillo	Pinole
San Diego (South County Subregion)	Canyon Lake	Port Hueneme
San Joaquin County	Carson	San Francisco
Sonoma County	Coachella	San Pablo
Ventura County	Compton	Simi Valley
Yuma County (Arizona)	Coronado	South Gate
<u>Indian Tribes</u>	El Cajon	Stockton
Agua Caliente (Palm Springs)	Escondido	Thousand Oaks
Cahuilla (Riverside County)	Fresno	Tracy
Yavapi-Apache (Arizona)	Garland (Texas)	Ventura
	Kyle (Texas)	Vista
	Los Angeles	Windsor
<u>Larger Regions</u>		
Hampton Roads (Virginia) Region (5 counties and 9 independent cities)		
Tri-cities Area of Northeast Tennessee/Southwest Virginia		

General Plan Economic Studies	
City of Agoura Hills	City of Malibu
City of Alhambra	City of Monterey Park
City of Calabasas	City of Ontario
City of Bakersfield	City of Port Hueneme
City of Beaumont	City of Redondo Beach
City of California City	City of Rialto
City of Compton	City of San Bernardino
City of Costa Mesa	City of San Clemente
City of Downey	City of San Ramon
City of Garden Grove	City of Santa Fe Springs
City of La Quinta	City of Santa Monica
City of Los Angeles	City of Santa Paula

Economic Growth Strategies LLC

Paul Saldana of Economic Growth Strategies LLC has both a consulting background and extensive hands-on experience as an economic development practitioner. His impressive career includes stints as Director of Economic & Community Development for the City of Bakersfield (2021-2023) and President and CEO of the Tulare County Economic Development Corporation (2001-2020).

Paul is responsible for 16 national, state, and regional awards for economic development programs and has received numerous individual recognitions for professional achievement and advocacy. His leadership in facilitating a regional pandemic response and recovery program was recognized by the International Economic Development Council with the coveted Economic Development Organization of the Year award in 2020.

Paul was retained as the City of Bakersfield's first Economic & Community Development Director, providing leadership for the staffing and development of programs/services addressing homelessness, affordable housing, neighborhood prosperity, downtown revitalization, economic incentives, business recruitment, entrepreneurship development and other related economic and community development initiatives. The department was responsible for the design and deployment of nearly 50% of the City's \$96 million ARPA allocation, establishing programs to alleviate blight, reduce poverty and enhance workforce development.

Paul is a Certified Economic Developer (CEcD) through the International Economic Development Council (he is the only individual in California to have held this designation for more than 30 years). He is also a past chair of the California Association for Local Economic Development (CALED).

B. Description of Company's Financial Condition

Statement of Financial and Staffing Stability

The Natelson Dale Group, Inc. (TNDG) has a 51-year track record of service to public agencies and private economic development organizations. During this time, the firm has consistently completed all contracts within budget. The following banking and accounting references can speak to the financial stability of the firm:

Business Banking Contact: First Bank
Attention: Jackie Carrasco
18431 Yorba Linda Boulevard, Suite 2
Yorba Linda, CA 92886
(714) 223-1100

Certified Public Accountant: David C. Kennedy, CPA
Kennedy & Kennedy
1700 North E Street, Suite 201
San Bernardino, CA 92405
(909) 886-5048

PROPOSAL FOR ECONOMIC DEVELOPMENT STRATEGIC PLAN

The Natelson Dale Group, Inc.

The stability and reliability of TNDG's staff is evidenced by their long tenures with the firm: Roger Dale (37 years), Joe McClure (30 years), Alan Levenson (25 years), and Joe Collins (11 years).

Statement on Pending Litigation, etc.

There is no current or pending litigation that would affect the viability of TNDG's proposal, continuance of contracts, operations, or financial stability. TNDG has never been a party to any litigation of any kind. TNDG has never defaulted on a contract and there are no pending or foreseeable defaults. TNDG has no pending mergers or office closures. TNDG has never filed for bankruptcy and no bankruptcy is pending or foreseeable.

C. Experience Performing Similar Work

Economic Development Strategic Plans:

Simi Valley, California: Economic Development Strategic Plan (2024). TNDG completed a year-long economic development strategic planning process for the City of Simi Valley. This work included a target industry analysis, commercial/industrial real estate demand projections, an extensive stakeholder outreach process, and preparation of a strategic plan that leverages the City's economic development programming through partnerships with an array of regional organizations. The plan focuses on the following strategic priorities: capitalizing on the City's reputation for business friendliness to attract industrial firms from neighboring Los Angeles County; repositioning older retail centers and corridors by promoting opportunities for mixed-use development; and expanded collaboration with regional entrepreneurial and workforce development organizations.

Carson, California: Economic Development Strategic Plan (2023). During 2022 and 2023, TNDG led an ambitious strategic planning effort on behalf of City of Carson to assess existing conditions, evaluate market opportunities, and engage a broad array of public and private stakeholders to define priorities and chart a detailed course of action for the City's economic development program. The resulting Economic Development Strategic Plan (EDSP) is intended to guide the City's economic direction for the next 5-10 years, in concert with other City plans and policies addressing land use, infrastructure and workforce development. The plan places special emphasis on leveraging Carson's unique assets, including Dignity Health Sports Park, Cal State Dominguez Hills, the Porsche Experience Center, a strong base of manufacturing firms, and an emerging cluster of cleantech businesses.

El Cajon, California: Economic Development Strategic Plan (2022). TNDG prepared an economic development strategy plan for the City of El Cajon in east San Diego County. This work included a target industry analysis, commercial/industrial real estate demand projections, a focused stakeholder outreach process, and preparation of an action plan that leverages the City's economic development programming through partnerships with an array of regional organizations. El Cajon's EDSP focuses on the following strategic priorities: revitalization of retail commercial centers; maximizing land capacity for industrial development; expanding the downtown business mix; and promoting entrepreneurial development opportunities.

Sonoma County, California: Comprehensive Economic Development Program Review (2022). For the Sonoma County Economic Development Board (EDB), TNDG conducted a program-by-program review of EDB core services, including evaluation of the following: scope of services offered; program design and allocation of resources; service delivery and execution; program efficacy; and metrics tracked. The project included interviews with a cross section of County staff, community leaders, business owners and other constituents (identified by the EDB). As part of this process, TNDG profiled comparable economic development organizations throughout the Western U.S. to identify best practice models relevant to Sonoma County.

Antioch, California: Economic Baseline and Strategic Plans (2022). TNDG completed an economic development baseline analysis and strategic planning process for the City of Antioch. This assignment included a target industry/cluster analysis, an extensive stakeholder outreach process, and preparation of an innovate strategic plan and implementation “tool kit.” The strategic plan is organized around eight major initiatives: Business Development Pipeline; Real Estate Development Capacity; Workforce Opportunity Initiative; Entrepreneurial Startup Assistance; Direct Project Investment (Public-Private Partnerships); Leveraging Housing Demand to Promote Economic Development; Regional Advocacy; and Resource (“War Chest”) Development.

Bakersfield, California: Economic Development Strategic Plan (2021). TNDG led an 18-month strategic planning process for the City of Bakersfield, with a focus on identifying major “game-changing” investments the City could pursue with available state and federal recovery funding. TNDG’s work was completed in close coordination with the regional “Better Bakersfield, Boundless Kern” (B3K) initiative facilitated by The Brookings Institution. TNDG’s work included an industry cluster analysis, commercial/industrial real estate market studies, and a comprehensive stakeholder outreach process (including specific engagement with the development community, industry stakeholders, and downtown business/civic leaders).

Vista, California: Economic Development Strategic Plan (2021). TNDG completed a nine-month economic development strategic planning process for the City of Vista in north San Diego County. This work included a target industry analysis, commercial/industrial real estate demand projections, an extensive stakeholder outreach process, and preparation of a strategic plan that leverages the City’s economic development programming through partnerships with an array of regional organizations.

Menifee, California: Comprehensive Economic Development Strategy (2019). TNDG completed a Comprehensive Economic Development Strategy (CEDS) for the City of Menifee. The six-month planning process included a detailed analysis of the community’s economic development assets and opportunities, as well as its current deficiencies and challenges. The background analyses included a target industry study focused on defining potential growth opportunities within the larger Riverside County/San Diego County economy. Given Menifee’s large population of out-commuting high-skilled workers, the industry cluster analysis emphasized potential connections to regional high-tech sectors.

Beaumont, California: Economic Development Strategic Plan (2019). TNDG completed a detailed Economic Development Strategic Plan, including a target industry analysis and commercial/ industrial real estate market forecast, for the City of Beaumont. The Plan focuses on leveraging the City’s strategic location in the eastern Inland Empire, available land resources, skilled resident workforce, and quality-of-life amenities.

Camarillo, California: Economic Development Strategic Plan (2018). TNDG completed a detailed Economic Development Strategic Plan, including a target industry analysis and commercial/ industrial real estate market forecast, for the City of Camarillo. The Plan focuses on improving the City's business/development friendliness, maintaining the strength of the City's retail shopping districts, leveraging the emerging cluster of technology start-ups in Ventura County, and pursuing placemaking investments as part of a larger focus on economic vitality.

Palm Desert, California: Economic Development Strategic Plan (2018). TNDG completed a detailed Economic Development Strategic Plan, including a target industry analysis and commercial/industrial real estate market forecast, for the City of Palm Desert. The Plan focuses on leveraging the City's strategic location within the Coachella Valley and its well-established reputation as a center for tourism, retail trade, and higher education. The implementation plan includes a business incubator/accelerator focused the Valley's emerging technology cluster.

San Bernardino, California: Comprehensive Economic Development Strategy (CEDS) for IVDA/SBIAA (2018). TNDG completed a five-year CEDS for the Inland Valley Development Agency (IVDA) and San Bernardino International Airport Authority (SBIAA) in 2018. This process included a series of meetings with the CEDS Committee, as well as direct coordination with five constituent jurisdictions (four cities and Indian tribe) to update strategic priorities and candidate infrastructure projects. The economic and workforce development initiatives include a focus on high-technology sectors related to the region's aviation and logistics clusters.

Ventura County, California: Economic Vitality Strategic Plan (2017). TNDG completed a comprehensive Economic Vitality Strategic Plan for the County of Ventura. The year-long effort included the following components: an extensive analysis of the current state of the Ventura County economy; an innovative Economic Impact Analysis that gathers and analyzes relevant data sets to quantify the impact of County governmental operations on the local economy; a detailed industry cluster analysis; and extensive stakeholder outreach. Consistent with longstanding community values, the Plan focuses on advancing economic vitality while carefully protecting the region's amenity-rich, high quality of life environment.

Stockton, California: Economic Development Strategic Plan (2015). The TNDG team completed a detailed Economic Development Strategic Plan for the City of Stockton, California. The Plan provides a comprehensive blueprint for the City's economic development programming as part of an overall restructuring of the municipal government. The planning process included extensive interaction with a range of public and private partner organizations that will have critical roles in implementing the strategy. Given the City's across-the-board efforts to reposition itself economically, the Plan encompasses a broad range of topics including infrastructure, economic incentives, development streamlining, neighborhood revitalization, visitor amenities, retail tenant recruitment, target industry attraction and entrepreneurial development.

Yuma County, Arizona: Manufacturing Development Strategy (2015). The TNDG team prepared a strategic plan for Yuma County for the Investing in Manufacturing Communities Partnership (IMCP) program. This work included a manufacturing-focused target industrial analysis; infrastructure assessment; substantial stakeholder outreach; and development of a comprehensive Action Plan. The planning process involved extensive coordination with the County, four cities (three in Arizona and one in Mexico), two universities, a community college, the county-level Workforce Investment Board, and various private

organizations involved in county-level economic development (Economic Development Corporation, Manufacturers Association, and Chamber of Commerce).

Escondido, California: Economic Development Master Plan (2013, updated 2018). TNDG completed a Market Opportunities Analysis and Economic Development Master Plan for the City of Escondido. The Plan was completed in tandem with a regional Comprehensive Economic Development Strategy (CEDS) for the North San Diego County region. TNDG's work included an in-depth demographic analysis, an assessment of economic/ market opportunities, a target industry/cluster analysis, as well as a focus on revitalization of key commercial areas in the City.

Yuma County, Arizona: Workforce and Economic Development Summit (2001, repeated 2011). TNDG facilitated a Workforce and Economic Development Summit for Yuma County. The consultants' work for the six-month Summit process involved substantial background research and analysis; facilitation of a series of Summit meetings with approximately 70 local stakeholders; and preparation of a comprehensive Action Plan. As part of the analytical work, the consultants identified key industry "clusters" suitable for diversifying Yuma's economic base. The Summit process was originally completed in 2001; based on the success of the original effort, the client retained TNDG to repeat the process in 2010-2011.

San Francisco, California: Workforce Development Strategy for Bay Area Media Industry (2011). TNDG developed a comprehensive strategy to guide "career repositioning" services for dislocated journalists and media workers in the San Francisco Bay Area (an estimated 7,500 Bay Area media industry jobs have been lost over the past decade). TNDG's work included an extensive online survey of existing and former Bay Area journalists (with over 700 individuals participating) and executive interviews with media executives. In addition, TNDG completed a detailed analysis of employment trends (by both industry and occupation) for the overall Bay Area media cluster.

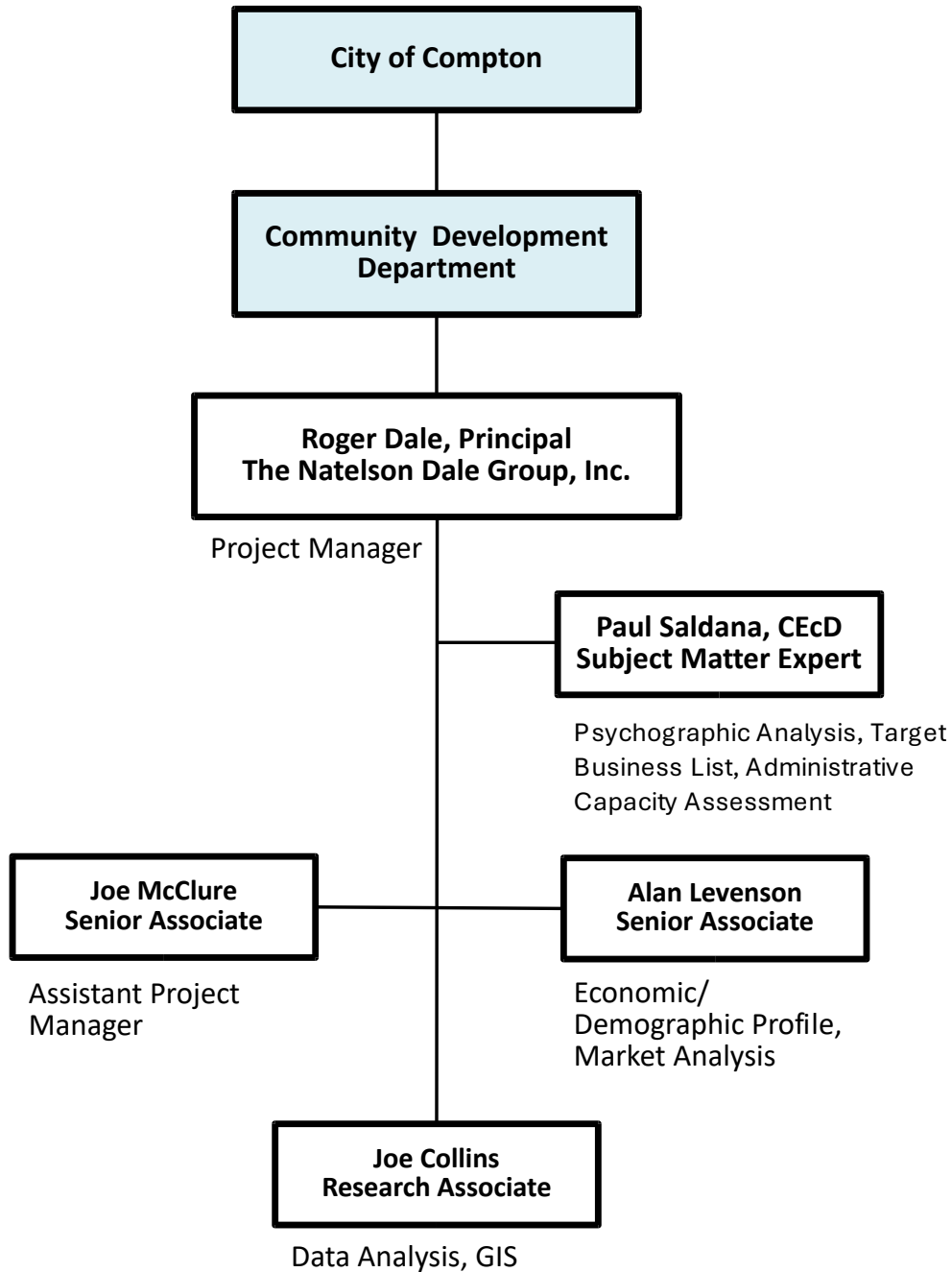
Los Angeles, California: Economic Development Strategy for Solar LA (2009). TNDG was retained by the Los Angeles Department of Water and Power in 2009 to generate a Strategic Action Plan to expand solar-industry activity in Los Angeles. The work was part of LADWP's mission to implement the Solar LA plan. The objective of the Strategic Action Plan is to leverage the investment associated with Solar LA to develop a solar industry cluster in Los Angeles and maximize the creation of cleantech jobs.

Anaheim, California: Industry Location Analysis and Attraction Strategy (2005). TNDG developed a comprehensive economic development program for the City of Anaheim. TNDG's work focused on assessing Anaheim's strengths as they relate to industrial attraction and identifying specific industry clusters which the City should emphasize in its marketing efforts. TNDG's recommendations included a special focus on multi-media and high technology firms.

Ventura, California: Business Plan for "Eco Industry" Industrial Park (2003). TNDG completed a feasibility study and business plan for the development of an eco-industrial park (EIP) in the City of San Buenaventura. The intent of the program is to attract "eco industrial" users to major Brownfield sites currently occupied with abandoned oil production facilities. TNDG's work included a detailed market analysis of the eco industry cluster; review of "best practices" for EIP development based on a national survey of existing parks; identification of state and federal funding sources applicable to the project; and a

PROJECT STAFFING AND ORGANIZATION

The organization chart below indicates the roles of assigned team members. Resumes for key personnel are provided in the proposal Appendix.



PROJECT WORK PLAN & SCHEDULE

Work Plan

TNDG's proposed work scope for this assignment is detailed below.

TASK 1: ECONOMIC CONDITIONS ANALYSIS

1.A *Project Kickoff Meeting*

TNDG will facilitate a kickoff meeting with all project stakeholders (as mutually determined with the City) to establish baseline expectations for ongoing work. The kickoff meeting will cover communication channels to ensure timely and high-quality delivery of project tasks, and align project objectives, methodology, schedule, deliverables, and protocols.

1.B *Review and analysis of existing demographic and socioeconomic data, labor force characteristics, sales tax revenue and other key economic data*

TNDG will compile background information from a range of public and private data sources including the following:

- U.S. Census / American Community Survey (ACS)
- Southern California Association of Governments (SCAG)
- Los Angeles County Assessor's Office
- California Department of Finance (DOF)
- California Department of Tax and Fee Administration (CDTFA)
- Commercial/industrial real estate market data (CoStar)
- Lightcast/EMSI (for existing and projected employment, by detailed industry and occupation)

Where appropriate, demographic and economic data will be evaluated at multiple levels of geography (city, county, and state) to allow for comparison of local conditions to reference-area benchmarks. In addition, TNDG will customize the study geographies to reflect Compton's strategic market position within metro Los Angeles and the larger Southern California region.

1.C *SWOT Analysis and Competitive Assessment*

TNDG will prepare a comprehensive strength-weakness-opportunity-threat (SWOT) analysis to guide the subsequent strategy formulation tasks. The SWOT summary will quantify Compton's potentials for quality economic growth, based on the following information sources: the baseline data compiled in Task 1.B; input from stakeholders; and the consultant's longstanding knowledge of economic development "best practices." The SWOT summary will consider the following issue categories:

- Geographic setting and proximity to larger economic regions
- Demographic makeup (existing and projected)

- Workforce availability and skill levels (for the City and the larger “commute shed” region)
- Workforce commute patterns
- Education system
- Existing economic base (i.e., mix of industry types)
- Existing land use conditions and available land for development/redevelopment
- Infrastructure conditions and capacity (including transportation access and broadband service)
- Housing availability and affordability
- Quality of life
- Community image
- Resident/community attitude towards growth
- Regulatory environment (local and state level)
- Economic development partnerships (public and private)
- Economic development incentives

The SWOT summary will identify the core strengths and opportunities that Compton can leverage for desired economic growth and prioritize these opportunities to allow for a strategic approach to marketing the community. With respect to weaknesses and threats, the SWOT will distinguish between issues that can realistically be mitigated and issues that are likely to be permanent constraints (thereby helping to define types of economic growth that are not realistic targets for the City).

1.D Market Potentials Analysis

As detailed below, TNDG’s market potentials analysis would include two major components (both of which would build on the market/financial studies TNDG prepared for the City in 2023 as part of the General Plan update:

- A **business/industry sector (“cluster”) analysis** to identify specific industries/clusters that would offer strong potentials for high-quality economic growth in Compton; and
- A **consumer demand / real estate market analysis** to forecast demand for new commercial and industrial development in the City.

Business Sector Analysis (identification of target industries/clusters). The target industry analysis would include the following steps:

- A. Compile updated documentation of regional industry targeting efforts (e.g., Los Angeles County Economic Development Corporation programs) potentially relevant to Compton.
- B. Update TNDG’s city-level “cluster” analysis to identify candidate industries for Compton. This update will include the following steps:
 - a. Compile updated data (6-digit NAICS code level) on current and recent historic employment in the City.

- b. Evaluate the City's comparative strengths relative to the larger metro Los Angeles and Southern California regions, utilizing standard economic analysis techniques such as location quotient and shift-share analysis.
- c. Evaluate City's linkages to relevant regional industry clusters.

To facilitate efficient updating of the target industry/cluster analysis, TNDG would utilize customized employment data from Lightcast/EMSI.

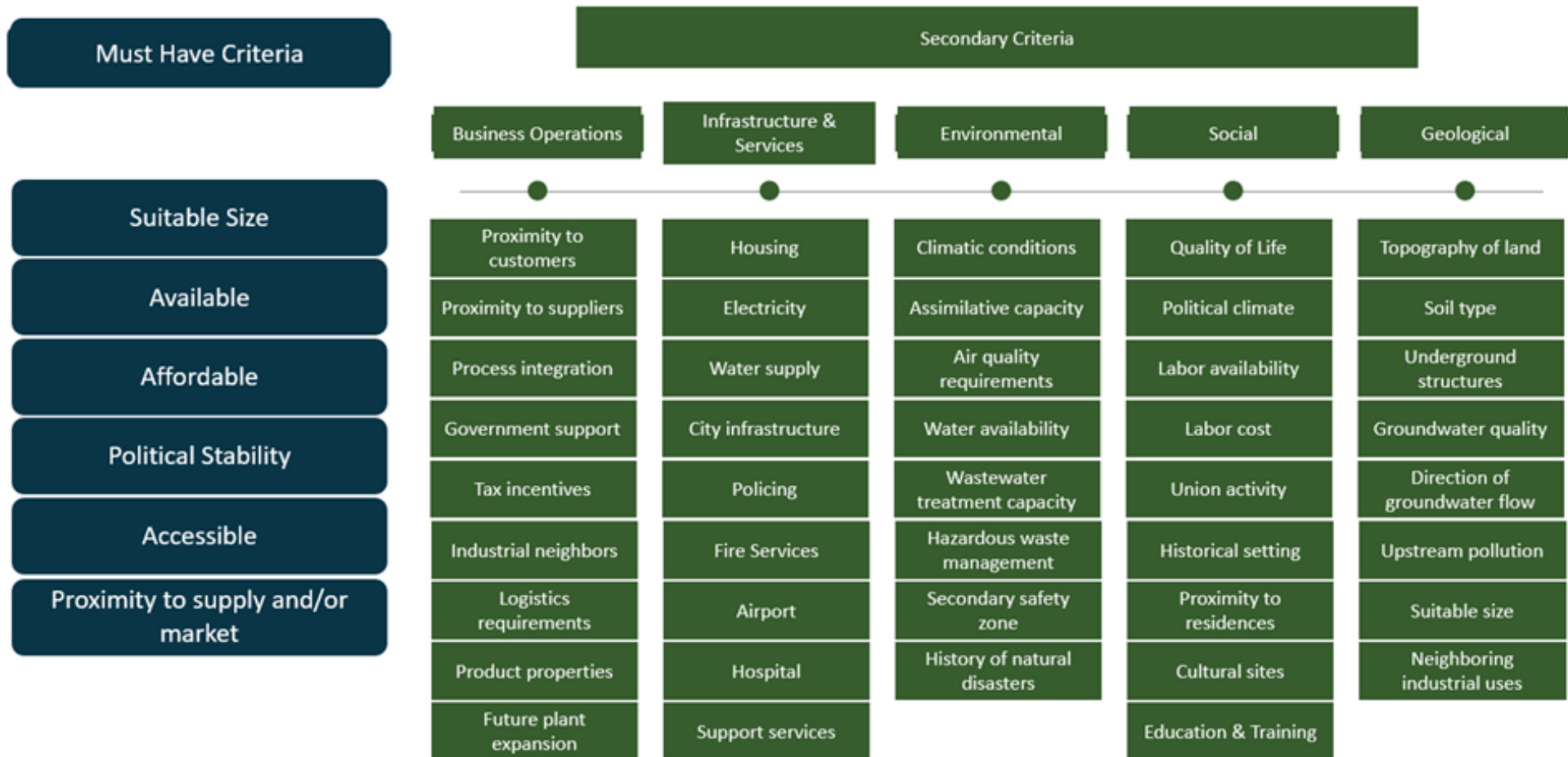
In addition to the data-driven steps outlined above, the TNDG would evaluate Compton's business attraction potentials from a site selector's perspective. To that end, the consultant team will utilize the criteria outlined on the graphic on the following page. The list of "Must Have" and "Secondary" site selection criteria was developed by TNDG team member Paul Saldana based on his 30+ years of working with the site selection community.

Consumer Demand Analysis and Commercial/Industrial Market Projections. Utilizing the datasets compiled in Task 1.B, TNDG will prepare updated versions of the real estate demand forecasting models prepared by the firm in 2023 as part of the General Plan update. These models project future opportunities for local economic development based on anticipated population, employment and highway traffic growth. The models consider the existing and future demographic makeup of the City's resident population, as well as potential consumer demand from regional residents and visitors. The models address the following land uses:

- Office space
- Industrial/R&D space
- Retail restaurant space

With respect to retail/restaurant businesses, the TNDG demand model will identify specific opportunities for additional facility development (or new retail/restaurant tenancies in existing space) in Compton. The model first evaluates existing retail attraction patterns (comparing potential demand to actual existing sales) and then estimates the portion of the existing sales attraction that could realistically be retained given the increasing impacts of online sales. The model also forecasts future demand growth based on projected increases in local/regional population and employment. Potential demand for new retail businesses is expressed in terms of square feet supportable by major retail category (i.e., apparel, home furnishings, specialty, general merchandise, grocery, restaurants, hardware, etc.).

The "bottom line" findings of the real estate demand analyses will be expressed in terms of square feet of supportable building space by land use (over a 10-year forecast horizon). The supportable building square footages will also be translated to land/site acreage requirements for planning purposes.



1.E *Prepare a Psychographic Study to understand Compton visitors', shoppers', and diners', lifestyles, behaviors, and purchasing history*

The TNDG team utilizes demographic segmentation that offers insight into consumer behaviors, spending patterns and site selection. The following identifies the information that will be analyzed as part of the Psychographic Study (aka Demographic Segmentation):

Utilize Demographic & Lifestyle Data

- Utilize data aggregated from 15 sources, including Esri, to provide insights into spending habits, sales volume, traffic counts, and drive times.
- Present data as consumer segments based on age, income, household composition, and purchasing behaviors.

Identify Consumer Preferences & Spending Trends

- Leverage tax and financial data to assess discretionary spending levels.
- Examine lifestyle segmentation to tailor marketing strategies for different consumer groups.
- Use behavioral insights to refine product offerings and promotional campaigns.

Optimize Business & Investment Strategies

- Align findings with economic development initiatives to attract businesses suited to Compton's consumer base.
- Develop targeted outreach for investors and entrepreneurs based on market demand.
- Utilize competitive intelligence to benchmark against similar urban markets.

1.F *Target Lists for Business Retention/Attraction*

The TNDG team will develop top-five lists of businesses within each of the critical industries in the City, including the following:

- Highest producers of sales tax revenue (using HDL data supplied by City)
- Highest numbers of employees, segmented by firm and workforce (talent and diversity) characteristics
- Growth potential

Value-added Task: Target List for Business Attraction

The TNDG team will establish a comprehensive target list of the types of businesses the City should focus on attracting in the next four years. Utilizing a proprietary database of retail, commercial, real estate and site selection executives, the team will develop a list of target businesses, including contact information. This list will also include cross-industry collaborations (supply chain) and revenue/profitability of companies best suited for Compton.

1.G Administrative Capacity Assessment

Consistent with the City's requirements, the TNDG team will:

- Analyze the organizational capacity of the City to execute and implement economic development programs and initiatives.
- Identify local leaders and partners engaged in economic development.
- Identify additional resources and funding that may be needed to successfully support the implementation of strategies.

The specific components of TNDG's administrative capacity assessment are outlined below.

Organizational Capacity Assessment

- **Policy & Framework Review:** Analyze existing economic development plans, governance structures, and operational frameworks.
- **Stakeholder Interviews:** Gather insights from city officials, community leaders, and industry representatives.
- **Comparative Benchmarking:** Assess Compton's approach relative to similar municipalities.
- **Implementation Readiness:** Evaluate staffing, funding, and strategic alignment.

Stakeholder & Leadership Mapping

- **Local Business & Community Networks:** Identify key economic contributors and thought leaders.
- **Social Network Analysis (SNA):** Map collaborative relationships between businesses, nonprofits, and government entities.
- **Public Forums & Engagement Sessions:** Facilitate conversations to align priorities and strengthen partnerships.

Resource & Funding Identification

- **Current Budget & Grants:** Review available funding streams from municipal, state, and federal sources.
- **Public-Private Partnerships (PPP):** Explore investment opportunities with local businesses and philanthropies.
- **State & Federal Alignment:** Leverage programs that relate to economic development, infrastructure and other identified needs.
- **Strategic Fund Development:** Design a roadmap for multi-phase implementation (with EDSP)

Deliverables for Task 1:

- Project kickoff meeting
- Demographic background report
- Psychographic study
- SWOT analysis and competitive assessment
- Commercial/industrial real estate demand analysis
- Industry cluster analysis (including target list for business attraction)
- Administrative capacity assessment

TASK 2: OUTREACH AND COMMUNITY'S STRATEGIC VISION

Consistent with the approach outlined in the City's RFP, the TNDG team would facilitate a robust stakeholder engagement process, which would be foundational to preparing a Vision Statement, goals and objectives for the 4-year EDSP. TNDG's proposed stakeholder engagement process would include the following components:

- Online surveys (in English and Spanish) of residents and the business community to understand economic challenges and priorities;
- Three (3) community workshops (in English with Spanish translation available), including two meetings oriented toward residents and one meeting oriented toward business stakeholders;
- Individual interviews with selected stakeholders, including local business owners, commercial property owners, and real estate developers/brokers;
- In-person presentation to the Community & Economic Development Committee
- In-person briefing to City's executive leadership
- In-person presentation of the final EDSP to the Compton City Council for consideration and approval; and
- Bi-weekly coordination meetings with City staff.

As an optional element of the stakeholder engagement process, TNDG could facilitate a series of meetings with a "Stakeholder Taskforce" organized specifically for the EDSP process.

Online Surveys of Residents and the Business Community. TNDG would design and implement an online survey (in English and Spanish) of Compton residents; TNDG would also conduct a separate online survey (in English and Spanish) of the Compton business community. The survey would focus on profiling the most important challenges, opportunities, and priorities facing local residents and businesses, and identifying the types economic development programs the community would like to see the City offer. In order to ensure a high rate of participation in the surveys, TNDG would work closely with City staff to distribute the survey links via a range of communications channels.

Individual Stakeholder Interviews. In addition to the online survey, TNDG would conduct individual interviews with selected stakeholders (the list of interviewees would be mutually determined by TNDG and City staff). For budgeting purposes, we have assumed a total of 15 interviews to be conducted remotely (by phone or Zoom).

In-person Community Workshops. TNDG's budget for this proposal includes a total of three (3) community workshops: two workshops oriented toward Compton residents and one workshop oriented toward the business community. The purposes of these meetings would be to identify the major economic issues that the community would like to see addressed in the EDSP and to get community input (via facilitated workshops) on prioritization of EDSP programs and action items. These meetings would be presented in English, with Spanish translation services available for the presentations and group discussions.

Meetings with City Personnel. TNDG's budget for this contract would include bi-weekly coordination meetings (virtual) with City staff.

(OPTIONAL TASK) Stakeholder Taskforce. As an optional/supplemental component of the stakeholder engagement program, TNDG would work with City staff to establish an ad hoc taskforce to provide guidance to the EDSP process. In TNDG’s experience, an informal taskforce of 10-15 members is very manageable for this type of project. The taskforce would include a mix of public and private sector representatives (to be determined by TNDG and City staff). The proposed sequence of taskforce meetings would be as follows:

- Taskforce Meeting #1 would be concurrent with the SWOT analysis (Task 1) and would have two major purposes: (a) the TNDG team would present key findings from the team’s initial technical studies; and (b) TNDG would facilitate a group discussion to get the taskforce’s preliminary ideas on key issues, constraints and opportunities affecting Compton’s development potentials.
- Taskforce Meeting #2 would occur approximately mid-way through the process. At this meeting TNDG would present a preliminary strategic framework for the plan and then facilitate a group discussion to get the taskforce’s input on potential implementation strategies.
- Taskforce Meeting #3 would occur near the end of the process. At this meeting TNDG would review the Draft EDSP (which would be circulated to the taskforce members in advance of the meeting) and will get feedback from the taskforce regarding: (a) prioritization of the specific strategies included in the plan, and (b) designation of “lead entities” (i.e., specific City departments and/or external “partner” organizations) for each implementation strategy.

Deliverables for Task 2:

- Summary tabulations from resident and business surveys
- Summary notes from community workshops
- Summary notes from (OPTIONAL) EDSP taskforce meetings
- Vision Statement
- Bi-weekly check-in meetings with City staff

TASK 3: RESEARCH AND DRAFT ECONOMIC DEVELOPMENT STRATEGY

The TNDG Team will integrate the findings and strategic implications from all preceding tasks into a comprehensive Economic Development Strategic Plan (EDSP) for Compton. The Plan will provide a detailed blueprint for the City’s economic development programming, with both short-term (2-year) and longer-term (4-year) recommendations for attracting, strengthening, and sustaining the identified set of target industries and implementing other strategies. The Action Plan will include the following elements:

- ❖ **A Real Estate Development/Marketing Strategy**, including specific recommendations for optimizing light industrial, office and retail development opportunities. These recommendations would be location-specific and oriented to key “opportunity sites” (or other subareas) identified during the course of the planning process.
- ❖ **A Business Retention/Expansion/Attraction Strategy** reflecting the specific industry clusters and market segments identified in the technical analyses. The target industry strategy will include the following components:

PROPOSAL FOR ECONOMIC DEVELOPMENT STRATEGIC PLAN

The Natelson Dale Group, Inc.

- Specific recruitment goals and objectives.
 - Workforce development strategies oriented to the needs of the priority industry clusters.
 - Recommendations regarding physical infrastructure improvements and other “capacity building” issues relevant to the targeted industry clusters.
 - Recommended marketing framework for a cluster-based strategy (potentially in tandem with regional marketing initiatives).
 - Strategies for supporting and encouraging entrepreneurship and innovative activities within targeted industry clusters.
- ❖ Specific **Recommendations for Leveraging Key Regional Initiatives and Resources** (e.g., LAEDC, Los Angeles County Department of Economic Opportunity, Compton Worksource Center, etc.) within the City’s overall development and business attraction efforts.
 - ❖ A strategy to address **Foundational Elements**, including: 1) recommendations regarding physical infrastructure improvements and other “capacity building” issues affecting the viability of the target clusters, 2) integration of existing assets such as transportation and educational systems, and 3) recommended measures to ensure the City’s “business friendliness.”
 - ❖ A **Prioritization Matrix** indicating the potential timing of the various action items (immediate, 1-2 years, 3-4 years), and identifying the specific projects and programs that would provide the best leverage of available resources.
 - ❖ Recommended **Staffing/Organizational Structure** for the City’s economic development programming.
 - ❖ A **Responsibility Matrix** indicating the entities who would most appropriately be tasked with carrying out various action items (including collaborating regional agencies and private sector “partners”).
 - ❖ Recommended **Funding Sources and Incentives**, allowing for fiscally responsible implementation of the EDSP recommendations and action items.
 - ❖ Recommended **Assessment Tools** and a **Monitoring Program** to track the implementation of the Plan and to refine strategy objectives over time. The monitoring program will include performance-based “metrics” utilizing readily available data sources.

Deliverables for Task 3:

- EDSP document (draft and final)
- Detailed implementation table with estimated deadlines
- Implementation/assessment tools with recommended metrics
- In-person meetings with CEDC, City Council, Executive Leadership

Project Schedule

The TNDG team would complete this assignment (through adoption of the Final Economic Development Strategic Plan) within approximately six months (26 weeks) of authorization to proceed, per the task/deliverable schedule on the next page.

Schedule of Tasks and Deliverables for Compton EDSP
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Major Task	Subtask	Completion Timeframe	Deliverables	Deliverable Date
Task 1: Economic Conditions Analysis	Project kickoff meeting	Week 1	Meeting notes	Week 1
	Demographic and economic data analysis	Weeks 1-6	Demographic/economic background report	Week 6
	SWOT analysis and competitive assessment	Weeks 1-6	SWOT report	Week 6
	Market potentials analysis	Weeks 5-10	Real estate market study report	Week 10
	Psychographic study	Weeks 5-10	Memorandum report (and data tables)	Week 10
	Target list for business attraction	Weeks 11-14	Target business list (with site selector contacts)	Week 12
	Administrative capacity assessment	Weeks 9-14	Memorandum report	Week 12
Task 2: Outreach & Community's Strategic Vision	Online surveys (residents and business community)	Weeks 6-20	Survey tabulation report	Week 14
	Stakeholder interviews		Summary notes	Week 14
	Community workshops (3)		Summary notes	Weeks 6, 20
	Strategic Vision / Action Plan Visual		Strategic Vision / Action Plan Visual	Week 15
	(OPTIONAL) EDSP Taskforce meetings (3)		Taskforce meetings (3)	Weeks 6, 14, 20
Task 3: Research and Draft Economic Development Strategy	4-year EDSP	Weeks 15-25	First Draft of EDSP	Week 16
	Implementation table with assessment tools		Second Draft of EDSP	Week 20
			Third Draft of EDSP	Week 23
			Final EDSP	Week 25
	Committee, Council and leadership presentations	Week 26 or later (TBD by City)	In-person presentations	Week 26

PROPOSAL FOR ECONOMIC DEVELOPMENT STRATEGIC PLAN

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OTHER – LINKS TO SAMPLE WORK PRODUCTS

Representative samples of TNDG’s work are accessible online at the links provided below. Although all of our work products are highly customized to reflect the unique circumstances, needs and opportunities of each client, the provided samples provide a good indication of the level of detail and overall quality of work that the City of Compton can expect for this project.

Project:	Economic Development Strategic Plan for City of Vista, CA
Report Link:	https://www.cityofvista.com/Home/ShowDocument?id=23774

Project:	Economic Development Strategic Plan for City of Camarillo, CA
Report Link:	https://cms7files.revize.com/camarilloca/Business/Economic%20Development/09-05-18%20EDSP%20APPROVED%20BY%20COUNCIL.pdf

Project:	Economic Development Strategic Plan for County of Ventura, CA
Report Link:	http://vcevsp.org/strategic-plan/strategic-planning-documents/

Project:	Economic Development Strategic Plan for City of Carson, CA
Report Link:	https://ci.carson.ca.us/CommunityDevelopment/EDSP.aspx

PRICING

The TNDG team would complete this assignment (through adoption of the final Economic Development Strategic Plan) for a total fixed fee of \$128,360 (ONE HUNDRED AND TWENTY-EIGHTH THOUSAND, THREE HUNDRED AND SIXTY DOLLARS), excluding the optional stakeholder Taskforce process. If the City opts to pursue the series of Taskforce meetings, the supplemental budget would be \$14,910.

Consultant hours by major project component are estimated as follows:

Hourly rates ---►	\$265 Dale	\$265 Saldana	\$210 McClure	\$210 Levenson	\$140 Collins	Costs
Work Scope Element	Hours					
Task 1: Economic Conditions Analysis	60	60	60	60	40	\$62,600
Task 2: Outreach/Vision (without optional taskforce)	48	20	24	24	8	\$29,220
Task 3: Research and Draft EDSP	40	20	40	-	16	\$26,540
Sub-totals	148	100	124	84	64	\$118,360
Expenses:						
Meeting expenses (mileage, etc.)						\$3,500
Translation services						\$5,000
Data						\$1,500
Total Cost, Excluding optional EDSP Taskforce Meetings						\$128,360
OPTIONAL TASK: EDSP Taskforce meetings (3)	24	18	-	18	-	\$14,910
Total Cost, WITH optional EDSP Taskforce Meetings	172	118	124	102	64	\$143,270