

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, February 10, 2015 5:45 PM

HEARING(S)

5:50 P.M. PUBLIC HEARING - FOR A CODE TEXT AMENDMENT TO CREATE A MODIFIED PARKING REQUIREMENT (Request to reschedule to February 17, 2015 at 3:45 p.m.)

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. JANUARY 27, 2015

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. STATUS REPORT OF THE 2014 STREET RESURFACING PROJECT (CIP# 14-01) (Receive/File)

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

3. A REQUEST TO SET A PUBLIC HEARING TO CONSIDER A PROPOSED ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS FOR ACQUISITION AND REHABILITATION OF ST. TIMOTHY'S TOWER AND ST. TIMOTHY'S MANOR LOCATED AT 425 S. OLEANDER STREET, COMPTON (March 3, 2015 at 3:35 p.m.)
4. A FEE WAIVER REQUEST FROM COMPTON OPTIMIST CLUB TO UTILIZE THE COMPTON BLUE ROOM FACILITY ON MARCH 18, 2015
5. POWER POINT PRESENTATION - CITYWIDE LIGHTING ASSESSMENTS QUOTES (**Receive/File**)

CITY ATTORNEY'S REPORTS

CLOSED SESSION

6. CONFERENCE WITH LEGAL COUNSEL
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Bradford v. City of Compton, LASC Case Number TC026769
Pursuant to California Government Code Section 54956.9(a)

CONFERENCE WITH LABOR NEGOTIATOR
Agency Negotiator: City Manager
Employee Organization(s): Compton Management Employees Association
Pursuant to California Government Code Section 54957.6

UNFINISHED BUSINESS

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH C.H.A.N.G.E FOUNDATION FOR GRAFFITI REMOVAL SERVICES

APPROVAL OF WARRANTS

8. Warrant #225304 - Date - 1/22/15 - Name - Selectron Technologies Inc. - Service - Payment for Hardware and Software Update for IVR (Milestone 2) - Amount - \$4,346.38 - Requested by Water

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, February 17, 2015 @ 3:30 PM.

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JANUARY 27, 2015

The City Council meeting was called to order at 5:46 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members Present: Zurita, Galvan, Arceneaux, Jones, Brown

Council Members Absent: None

Other Officials Present: C. Cornwell, A. Godwin, J. Ford

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PLAQUE PRESENTATION TO MAYOR AND CITY COUNCIL – The Compton Chamber of Commerce presented a plaque to the Mayor and City Council on behalf of For the Love of Our Veterans.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

David Irons, Compton resident, asked the City Council to showcase a film on the history of martial arts and Lieutenant Colonel's Simmons Black American's Unsung Heroes on Channel 36 during Black History Month.

Mary Patterson, Compton resident, asked the City Manager to ensure that he includes the City's bus riders in decisions made regarding the Renaissance bus service and MTA. She also requested improvements to the Renaissance bus system that include: longer service on Saturdays and service on Sundays.

Roland Coleman, Compton Worksource Center, announced the closing of the Compton Worksource Center and the opening of America's Job Center of California Compton branch located at 2909 East Pacific Commerce Drive from 8 a.m. to 5 p.m. Monday through Friday. Mr. Coleman also announced a "Job Fair of 50 Employers" to be held Saturday, May 9, 2015 at the Compton Airport. Orientations at America's Job Center of California Compton branch are held every Tuesday at 10 a.m. as well as resume building, job interviewing and positive job recruitments.

Benjamin Holifield, Compton resident, stated that he appreciates what the City Council did for Lorraine Cervantes. He also mentioned his wife's fundraising contributions to the local college. He went on to state that 21% of Compton's residents are unemployed and that he could not find 10 residents from City Hall to Central Avenue working day or night. He affirmed that there was something wrong with that and held that he has an issue with name changes. He stated that even though the City is spending millions of dollars local residents are not being hired. He questioned how many people from Compton will be working at the multi-million dollar brickyard development, or at the META Housing project.

Councilperson Galvan agreed with Mr. Holifield and asked the City Manager if the City ensures that developers hire local residents.

City Manager Ford stated that Careerlink is constantly working with developers to provide jobs to local residents.

Chairperson Brown announced that the City Council and the City of Compton have several development projects underway in different stages to be announced within the next couple of month. The developments are poised to create nearly 1,000 new jobs one of which the City has solidified 70% of local hires; as well as a variety of benefits agreements to provide funding and assistance to local community organizations.

#1.

E. F. Muhammad Martinez, member of the Latino Chamber of Commerce, encouraged the Compton community to unify and utilize their voting rights to fight against segregation and anti-immigration laws.

Tomas Carlos, Compton resident, thanked Mayor Brown for explaining the economic growth in the City of Compton. He went on to ask if the City could enforce the local hire mandate.

Mayor Brown stated that as part of the development agreement process, the City is including compliance to make certain local residents will be on projects.

Michael Turner, Compton resident, requested the number of residents working on the Dollarhide Community Center parking structure. He went on to question what part law enforcement officials are playing in apprehending person(s) committing murders and how the no snitch rule applies to Sheriffs' deputies.

Minnie Sawyer, Compton resident, voiced her appreciation for former city employee Dr. Penn and his efforts to appease the senior citizen community. She also expressed her appreciation for the love and support she receives from Lorraine Cervantes.

Lorraine Cervantes, Compton resident, stated that she is happy to be in the Council Chambers tonight and happy to have lived in the City of Compton for 62 years. She begged the Compton community to stick together and thanked everyone for their heartfelt prayers.

Al Sanders, Compton resident, stated that he was taken by surprise when he heard that Dr. Penn had been dismissed. He asked that his dismissal be reconsidered and that he possibly be reinstated. He also asked that the City address the lack of local programming on AT&T's UVerse cable network.

Will Scott, Compton resident, thanked the local community activists for their faithfulness to the City of Compton. He also announced his willingness to work with the various community organizations and help build a better Compton.

Joyce Kelly, Compton resident, stated that she was disgraced by the way in which the current mayor degraded and disrespected the City of Compton and City Council members in a national magazine article. She indicated that there were threats in the article and that she would address it to the proper authorities.

Lynn Boone, Compton resident, made reference to Item Nos. 3 & 4 and asked the City Council not to support the removal of commissioners appointed by Councilperson Zurita. She went on to state that she received several phone calls regarding an article written in Elle magazine. She also argued that it was inconceivable for Mayor Brown to disrespect a fellow council member and the First District in a nationwide magazine.

Mayor Brown stated that she never made a threat or false allegation against anyone in any type of article or magazine. Mayor Brown also stated that she takes very seriously the allegations of fraud and abuse and encouraged her accusers to take any perceived evidence of her breaking the law to the District Attorney's Office. Ms. Brown also requested a financial audit on the City's finances since the year 2000.

Councilperson Zurita stated and agrees with looking at all contracts entered into since 2000 and held that it is a disgrace for Ron Green to make negative comments about the City in a national magazine.

CONSENT AGENDA

On motion by Arceneaux, seconded by Galvan, the Consent Agenda was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

APPROVAL OF MINUTES

2. JANUARY 13, 2015 (Approved)

END CONSENT AGENDA

REGULAR AGENDA

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

3. REMOVAL OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

REMOVAL - PLANNING COMMISSION

Councilperson Galvan made a motion to remove James Hayes from the Planning Commission.

Mayor Brown requested a second.

City Attorney Cornwell stated that specific names of members must be noticed to the audience prior to removing them from the commission.

Councilperson Galvan mentioned that he does not have a representative on the Planning Commission and commented that commissioners are representatives of the City of Compton as well as the City Council so therefore they should refrain from directing negative comments towards elected officials.

Mayor Brown conceded that she would not tolerate or support disrespect towards any elected official.

Councilperson Arceneaux supported a training program for newly-appointed and long-standing commissioners.

City Clerk Godwin remarked that the City Clerk's Office provides ethnics training for all commissioners as well as refresher courses every two years for individuals with expired certificates.

Councilperson Arceneaux also proposed the implementation of a code of conduct for all commissioners.

Councilperson Zurita stated that she supports a code of conduct and affirmed that commissioners should not be allowed to disrespect elected officials past and present in any forum. Ms. Zurita also noted that the City Charter does not mandate equal representation for all districts.

Councilperson Galvan asserted that the Second District should be represented on every commission established; and that there should be no issues to appoint someone if a commission has three or more representatives from one District.

Mayor Brown stated that she is aware of a few commissions that have at least two appointees from one district and asked that the City Clerk advise Councilperson Galvan on terms set to expire or vacancies.

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

APPOINTMENT - BEAUTIFICATION COMMITTEE - Archie Porter
APPOINTMENT - PLANNING COMMISSION

On motion by Zurita, seconded by Arceneaux, Archie Porter was appointed to the Beautification Committee, by the following vote on roll call:

#1.

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

CITY MANAGER'S REPORT

SPECIAL PRIVILEGE - STREET SURFACE UPDATE - Steve Foster

Steve Foster, APA Engineering street resurfacing contract manager, reported that APA Engineering was hired to oversee the contract management aspect of the slurry seal and public improvements on the 2014 Street Resurfacing project. He explained that street preservation projects prioritize maintenance and preservation with the purposes of prolonging the use of existing streets, preventing costly repairs in the future, saving tax dollars and improving aesthetics. The following items detail APA Engineering responsibilities:

Inspection Items

Daily Inspection Reports

Materials Testing

On-site Personnel

Strict adherence to contract specifications

Only allow what is in the contract documents

Issues

Color of slurry seal

Notification

Ride quality of the street

Finish of the slurry seal

Parked cars

Drying time for slurry

Pending Work

Traffic detectors

Striping of pavement markings/lane lines

Punchlists

Resolutions to existing street work that is unacceptable

Councilperson Arceneaux asked Mr. Foster if his workers notify the City of parked cars in the area in which work is scheduled to be performed.

Mr. Foster replied affirmatively and noted that they proceed to slurry sealing other streets on the schedule and then return during their punchlist operation.

Councilperson Arceneaux requested the City's process when parked cars are reported.

City Manager Ford stated that calls should be made to tow parked cars.

Councilperson Arceneaux asked Mr. Foster how soon Caldwell and Tichenor will be corrected and when will Bennett Street be addressed. Mr. Foster indicated that he is currently working with engineering staff and the contractor to come up with a better solution on how to correctly fix those streets with work tentatively scheduled for completion in 60 days.

Councilperson Zurita asked the City Attorney to research the potential of the City paying a towing company to tow parked cars to the City yard so that owners can avoid extensive towing fees exclusive to street resurfacing projects.

Councilperson Zurita asked Mr. Foster to address the number of streets repaired. Mr. Foster indicated that 90% of the work has been performed on 87 streets.

Councilperson Zurita asked the City Manager to address the timeline of the second phase. City Manager Ford reported that a construction meeting with the construction manager, contractor and City staff will be held February 3, 2015. Moreover, it will take approximately 30 days to start the second phase of repairing 25 of the worst streets in Compton from March to June 2015.

Councilperson Zurita asked the City Manager if the street department has a pothole repair machine. City Manager Ford replied affirmatively and added that someone needs to be trained to operate the machine, and that he would return in approximately two weeks with an update on the machine.

CITY ATTORNEY'S REPORTS - There were City Attorney's Reports.

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2014-2015 FISCAL YEAR BUDGET TO ADD ONE (1) BUDGET OFFICER POSITION AND ONE (1) ADMINISTRATIVE ASSISTANT POSITION, AND TO DELETE ONE (1) PURCHASING OFFICER POSITION AND ONE (1) SECRETARY TO THE CITY MANAGER POSITION IN THE CITY MANAGER'S OFFICE

Councilperson Zurita asked the City Controller to address this request for a substantial increase in the budget.

Stephen Ajobiewe, City Controller, indicated that salary savings would utilize to pay for the proposed positions; and as it relates to the City Manager's salary, the previous City Manager budgeted \$750,000 in a severance pay account for employees that separate from the City.

Councilperson Zurita questioned the need for a budget officer.

City Manager Ford stated that there is a \$13,000 increase between the two positions that staff is proposing.

Mayor Brown also noted that the City only has one Assistant City Manager which is a huge salary savings over the next six months.

City Manager Ford cited a savings of over \$171,000 for six months; and acknowledged that he is responsible for the budget and the budget process and that he will work closely with the City Controller and budget officer to start the budget process by February 1, 2015.

Councilperson Zurita questioned the need for a budget officer at \$90,000, when the City Charter specifically states that the City Manager is responsible for preparing the budget annually and submitting it to the City council and be responsible for its administration after adoption.

Mayor Brown stated that the City of Compton has always had a budget officer until a few years ago, and last year Ms. Montgomery, who is the Assistant City Manager, prepared the budget, so the fact that staff is proposing to hire someone at a lower cost position to help with the budget, is a salary savings in itself.

Councilperson Zurita maintained that the City Council worked very hard with the City Controller and City Treasurer to stabilize the City's finances, bring employees back to work, and ending furloughs; so therefore the City needs to determine whether or not it can afford to fill the Assistant City Manager position because it is not a call by the City Council.

Mayor Brown stated that prior to December 10, 2014, the City Council had two assistant city managers earning \$14,250 per month and the fact that in the last 30 days the City has had only one assistant city manager, the City has already exceeded the need to cover the \$13,000 difference for the positions at a net savings of \$1,250, even if the City Manager decides to hire an assistant city manager today.

#1.

On motion by Arceneaux, seconded by Jones, **Resolution # 24,076** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2014-2015 FISCAL YEAR BUDGET TO ADD ONE (1) BUDGET OFFICER POSITION AND ONE (1) ADMINISTRATIVE ASSISTANT POSITION, AND TO DELETE ONE (1) PURCHASING OFFICER POSITION AND ONE (1) SECRETARY TO THE CITY MANAGER POSITION IN THE CITY MANAGER'S OFFICE**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

ABSTAIN: Council Members - Zurita

Councilperson Zurita abstained because she believes stipulations should be placed on the Assistant City Manager position to ensure the City can afford it in this budget.

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE 2014-2015 FISCAL YEAR BUDGET TO DELETE ONE (1) CLAIMS ASSISTANT POSITION AND ADD ONE (1) CLAIMS TECHNICIAN POSITION WITHIN THE CITY ATTORNEY'S OFFICE

On motion by Zurita, seconded by Arceneaux, **Resolution # 24,077** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE 2014-2015 FISCAL YEAR BUDGET TO DELETE ONE (1) CLAIMS ASSISTANT POSITION AND ADD ONE (1) CLAIMS TECHNICIAN POSITION WITHIN THE CITY ATTORNEY'S OFFICE**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN EMPLOYMENT AGREEMENT WITH JOHNNY FORD TO SERVE AS CITY MANAGER OF THE CITY OF COMPTON

It was moved by Arceneaux, seconded by Galvan for discussion.

Councilperson Arceneaux requested an explanation as to the "no council administrative interference" clause.

City Attorney Cornwell stated that Sections 1.3, 1.4 and 2 illustrate new clauses from other city manager contracts and, model provisions from the League of California Cities. Furthermore, Section 602 of the City Charter states that directives are given to the City Manager and not his subordinates. Mr. Cornwell also noted the new sections of the contract, i.e., 1.3 City Manager's Commitments, Hours Worked, Policy, Goals, & Priorities for Government, Evaluation process, Compensation & Benefits, Termination and Voluntary Separation.

Councilperson Zurita asked the City Attorney if the City Manager would receive \$17,000 if he quits. City Attorney Cornwell replied affirmatively noting that 30-day notice would have to be issued.

Mayor Brown asked the City Attorney if this is the lowest severance pay recorded in the City of Compton. Mr. Cornwell reported that it is similar to short term management agreements, this contract is for six (6) months or until a search has been completed.

Councilperson Zurita asked the City Attorney to read the voluntary separation clause and requested an explanation as to the disability clause.

City Attorney Cornwell read the voluntary separation clause and stated that Section 1.3C explains reasons to terminate the City Manager based upon mental and physical capacity. Mr. Cornwell also noted a new section on conflict of interest.

Councilperson Galvan maintained that he is happy with the change and the progress being made in the City.

Councilperson Galvan also noted that he is pleased with the current City Manager's performance and ability to take the leadership role in salary savings and addressing the City Council's concerns.

Mayor Brown stated that she was a part of the last negotiations process for the previous city manager which was a free flowing river to make certain he was able to get whatever it is they believed he was due. Mayor Brown also noted that better service sometimes costs more which is why she is very supportive of the current City Manager earning the same amount of money the former City Manager earned.

Councilperson Galvan also noted that people were fighting to give the former city manager another \$20,000 raise plus \$16,000 in PERS and now their complaining about one month of severance if he decides to leave.

Commissioner Galvan also stated that in regards to rumors about the City Manager's tendencies as a "people pleaser" he argued that it is about time the City started pleasing the people. In addition, Mr. Ford does not go home every Thursday, he stays all weekend, last weekend was the first time he has gone home in weeks.

Mayor Brown also noted that if you text or email the City Manager Sunday night, he responds Sunday night.

On motion by Arceneaux, seconded by Galvan, **Resolution #24,078** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN EMPLOYMENT AGREEMENT WITH JOHNNY FORD TO SERVE AS CITY MANAGER OF THE CITY OF COMPTON**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

APPROVAL OF WARRANTS - There were no warrants to be approved.

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- National Association for Equal Justice in America (NAEJA) meeting will be held Monday, February 2, 2015 with keynote speaker Los Angeles County Sheriff Jim McDonald.
- \$1M Community Resource Center will be coming soon to the First District.
- First District Townhall meeting will be held Saturday, February 7, 2015 at Gonzales Park beginning at 5 p.m. Topics include the brickyard development.

Meeting adjournment

Beatrice Kaye Ellis

Norma Glover

#1.

Councilperson Galvan offered the following communications/announcements:

- Second District Townhall meeting will be held Wednesday, February 4, 2015 at Our Lady of Victory Church beginning at 5:30 p.m. Topics include changes in City Hall and services provided to residents.
- Recognized Lorraine Cervantes and Michael Turner in the audience.
- Compton Business Networking Group will be hosting their bi-monthly meeting tomorrow at the Compton IHOP restaurant from 12 p.m. to 1:30 p.m.
- Saint Timothy's Church Valentine's Day Dinner will be held Saturday, February 14, 2015 from 2 p.m. to 6 p.m. Tickets are \$40. For more information contact Ms. Clark at (310) 638-6319.
- Asked the City Manger if the lights at Lueders Park were replaced.
 - **City Manager Ford** replied affirmatively.
- Asked that the remaining debris at Oak Street and Santa Fe be removed.
- Asked the City Manager to address who is responsible for the maintenance of Successor Agency-owned pocket parks.
 - City Manager Ford stated that the Successor Agency is responsible for their properties; and that staff would come up with some options to keep the pocket parks clean and maintained.
- Directed the City Manager to ensure lighting is installed on the sidewalk along the BlueLine near Alameda and Elm Street.
- Requested an audit on the previous City Manager's discretionary funds budget from the last two years.
- Asked the City Manager to address the \$2.1M C.A.R.E Parks project.
 - City Manager Ford indicated that staff went out to bid and received an offer of \$4.5M, so consequently staff negotiated with the bidder and was successful at reducing the total amount to \$3.3M. As a result staff decided to reject the offer because it was over-budget. Staff has continued to look for additional resources to fund the park project and will be back before this City Council with a new bid offer.
 - City Manager Ford answered that partnership between the City Manager's Office, Parks & Recreation and Public Works would continue in order to provide expertise on construction projects.
- Asked that the parks be refurbished in time for the summer months.
 - **Mayor Brown** asked the City Manager to provide a detailed line item report as to what was bided on for each park.
 - Mayor Brown expressed concerns for the funds being distributed equitably.
 - **Councilperson Zurita** asked that the costs to renovate each of the City's parks be brought back separately.

- Announced that he would host a door-to-door voter registration campaign in the First and Fourth districts.
- Assured the citizens of Compton that he would represent the City well on the commissions he was recently appointed to.

Councilperson Arceneaux offered the communications/announcements:

- Asked the City Manager to authorize overtime to Public Works employees removing sex-trafficking advertisements from street light poles. Ms. Arceneaux also requested the City's plan to address this issue in the City of Compton.
- City Manager Ford assured Councilperson Arceneaux that the City is working diligently to remove the existing flyers as well as acquiring information to ensure this does not happen again.
- Asked if the new cameras in place were operable.
- **Jon Thompson**, Fire Chief, indicated that all cameras have been installed and 90% are operable; the project is slated to be brought before the City Council at the end of March 2015. He also stated that the cameras are monitored by the Sheriffs' Department and that all infrastructure for recording is pending until the second week in February.
- Compton Initiative will be in the Third District Saturday, January 31, 2015 from 7 a.m. to 12 p.m. Volunteers are asked to meet in front of the Compton Courthouse. A light breakfast and lunch will be provided. For more information please contact Deidra Duhart at (310) 605-5612.
- Attended the memorial services for Martha Skinner.
- Black History Month program will be held Friday, February 27, 2015 at the Dollarhide Community Center from 10 a.m. to 2 p.m. There will be live entertainment, motivational speakers and a catered soul food lunch. For more information, please call the Center at (310) 605-5688.

Meeting adjournment

Vida Gayles

Vera Mae Carter

Councilperson Jones offered the following communications/announcements:

- Greater Los Angeles Homeless Count will be held Thursday, January 29, 2015. Volunteers are asked to meet at 600 North Alameda at 8 p.m. For more information, please contact Ms. Green 310 605-6303.
- Swearing-In Ceremony for Senator Isadore Hall III will be held Saturday, January 31, 2015 at the Dollarhide Community Center beginning at 10 a.m.
- A Ribbon-Cutting Ceremony will be held Thursday, January 29, 2015 to introduce McNair Elementary School's new science laboratory.
- Fourth District Townhall meeting will be held Thursday, February 5, 2015 at Kelly Park beginning at 6 p.m. Topics include: public safety, tree trimming, and tree planting.

Mayor Brown offered the following communications/announcements:

- Acknowledged Miranda Hughes in the audience.
- Attended Martha Skinner's funeral and the SEIU/ULTCW Affordable Healthcare Enrollment event in Compton.
- Reported a reduction in the City of Compton's unemployment and crime rates.
- Requested a cost analysis for LED lighting.
- Federal Child Care Tax Credit increasing to a maximum \$3,000 per young child.
- Reported that the Executive Director of the Sanitation Board was impressed with Councilperson Galvan's interest in Sanitation Board issues.
- 2015 Human Sex-Trafficking & Community Intervention Symposium will be held Saturday, January 31, 2015 at Holy Chapel Missionary Baptist Church. The event begins at 7:30 a.m.
- Sent her condolences to Lupita Duran's family.

Resident Concerns

Hug potholes reported on Poplar and Tajauta between Compton Boulevard and Rosecrans
Tree veins reportedly emerging through the sidewalks on South Locust Circle.

Meeting adjournment

Wanda Freeney-Smith

ADJOURNMENT

On motion by Zurita, seconded by Galvan, the meeting was adjourned at 8:55 p.m. in memory of **Beatrice Kaye Ellis, Norma Glover, Vida Gayles, Vera Mae Carter, and Wanda Freeney-Smith**, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

City Clerk of the City of Compton

Mayor of the City of Compton

February 10, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: GLEN W.C. KAU, P.E. DIRECTOR OF PUBLIC WORKS/ MUNICIPAL UTILITIES

SUBJECT: STATUS REPORT OF THE 2014 STREET RESURFACING PROJECT (CIP# 14-01)

This report is to provide the Mayor and City Council Members with the status of the 2014 Street resurfacing Project CIP# 14-01 leading up to the week of January 12, 2015.

Scope of Work

The City of Compton has developed an extensive plan to rehabilitate its aging infrastructure. As part of that overall plan, plans and specifications have been developed for street improvements at various locations throughout the City. The plans include the replacement of sidewalks, curbs, gutters, driveways, corner accessibility ramps, and roadway pavement treatments such as slurry sealing and cape sealing. These efforts are specifically designed to improve pedestrian accessibility, safety and prevent more costly repairs in the future.

The 2014 Street Resurfacing Project (CIP# 14-01) was awarded by the City Council to American Asphalt South on September 2, 2014. A construction management contract was also awarded to APA Engineering Inc. to administer the project on behalf of the City of Compton. Over 80 streets will receive improvements as a result of this street improvement project.

Contract Terms

The contract calls for the work to be completed within 75 calendar days. This will effectively complete the project by February 2015. Every effort continues to be made to ensure the project is well organized and that the City Council and the Compton Community are kept apprised of the work.

Project Status

The following is the status of the work leading up to the week of January 12, 2015:

Notification

The contractor is responsible for notifying affected businesses and residents and has completed notifications in all of the Council Districts of the pending work. This was done by letter to the affected businesses and residents as well as an additional notification of a door hanger 48 hours prior to the work being performed. The work has also been advertised in local media publications and is posted on the City's website. In addition, project signs are being strategically deployed at locations throughout the community that also identify the project. These are periodically moved to areas adjacent to the Council District the contractor is working in.

2014 Street Resurfacing Project Status Report
February 10, 2015
Page Two

District #1

The project is broken into construction phasing to complete all concrete work prior to the asphalt street work being performed. This includes all of the ADA ramps at the corners, sidewalks, curbs, gutters and driveways. This type of phasing is done to eliminate conflicts in construction so the street work is not damaged during the work. Concrete work in District #1 is 100% complete. Asphalt repairs are 98% complete. The only outstanding work to be completed is at various residents' private property where their private sidewalks adjoin the new public improvements. Efforts are being made to contact those residents to get their concurrence on the repairs. A change order in the amount of \$1,220 was approved and the contractor removed a tree to facilitate the replacement of a section of curb on 131st street. The work was completed the week ending December 5, 2014. The accounting for the current work performed within each Council District is as follows:

District #1

- 72 corner access ramps installed
- 16 corner access ramp modifications
- 500 linear feet of curb and gutter replaced
- 1,600 square feet of sidewalks removed and replaced
- 2,000 square feet of driveways removed and replaced
- 18,400 square yards of rubberized chip seal placed
- 460 tons of slurry seal placed (approximately 352,000 square feet)
- 13,000 square feet of roadway asphalt repair

District #2

- Concrete work is 100% complete. The accounting for work in District #2 is as follows:
- 10 corner access ramps installed
- 6 corner access ramp modifications
- 390 linear feet of curb and gutter replaced
- 1,400 square feet of sidewalk removed and replaced
- 2,150 square feet of driveways removed and replaced
- 12,500 square yards of rubberized chip seal placed
- 290 tons of slurry seal placed (approximately 324,000 square feet)
- 6,900 square feet of roadway asphalt repair

2014 Street Resurfacing Project Status Report
February 10, 2015
Page Three

District #3

- Concrete work is 100% complete. The accounting for work in District #3 is as follows:
- 25 corner access ramps installed
- 11 corner access ramp modifications
- 550 linear feet of curb and gutter replaced
- 1,500 square feet of sidewalk removed and replaced
- 3,400 square feet of driveways removed and replaced
- 12,100 square yards of rubberized chip seal placed
- 470 tons of slurry seal placed (approximately 540,000 square feet)
- 5,800 feet of roadway asphalt repair

District #4

Concrete work is 100% complete. The accounting for work in District #4 is as follows:

- 35 corner access ramps installed
- 300 linear feet of curb and gutter replaced
- 1,500 square feet of sidewalk removed and replaced
- 500 square feet of driveways removed and replaced
- 12,800 square yards of rubberized chip seal placed
- 500 tons of slurry seal placed (approximately 576,000 square feet)
- 10,200 square feet of roadway asphalt repair

Schedule

The project is currently on schedule and within the approved budget. The next phase of work will be to complete corrections to the work and make private property repairs where needed. Installation of traffic sensors, pavement striping and utility adjustments will be the final items on the contract. That work will be completed by the end of February. An overall project schedule has also been developed to indicate various construction phases to take place and is available for review.

Recommendation

RECEIVE AND FILE

GLEN W. C. KAU, P.E.
DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

APPROVED FOR FORWARDING

JOHNNY FORD
CITY MANAGER

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: STATUS REPORT OF THE 2014 STREET RESURFACING PROJECT
(CIP# 14-01) (Receive/File)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

1/22/2015 5:40:31 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/27/2015 5:42:57 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/27/2015 8:18:51 AM
DATE

Johnny Ford
CITY MANAGER

1/26/2015 9:16:30 PM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

February 10, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

SUBJECT: A REQUEST TO SET A PUBLIC HEARING TO CONSIDER A PROPOSED ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS FOR ACQUISITION AND REHABILITATION OF ST. TIMOTHY'S TOWER AND ST. TIMOTHY'S MANOR LOCATED AT 425 S. OLEANDER STREET, COMPTON

SUMMARY

Staff is requesting Council to set a public hearing on Tuesday, March 3, 2015 at 3:35 p.m to consider a proposed issuance of multifamily revenue bonds through the California Statewide Communities Development Authority (CSCDA) under the Tax and Equity Fiscal Responsibility Act ("TEFRA") as required by Section 147(f) of the Internal Revenue Code of 1986.

BACKGROUND

St. Timothy's Tower and St. Timothy's Manor were built in 1971 and 1963, respectively. Over the 135-unit multifamily rental housing facility located at 425 S. Oleander in the City of Compton, has experienced structural obsolescence and prolonged neglect contributing to deferred maintenance and negative visual impact for the neighborhood and community residents. The owners of St. Timothy's Preservation, L.P., and affiliations, have proposed a financing plan to rehabilitate the 135-unit rental project through the issuance of bonds by the California Statewide Communities Development Authority ("CSCDA"). The proceeds of the bonds shall be used to finance the acquisition and rehabilitation of St. Timothy Tower and St. Timothy Manor, a 135-unit multifamily rental housing facility located at 425 S. Oleander in the City of Compton.

STATEMENT OF THE ISSUE

Section 147(f) of the Internal Revenue Code of 1986 requires that the proposed financing be approved after a public hearing following reasonable public notice of a hearing to consider the proposed financing followed by adoption of the TEFRA Resolution approving the financing to be undertaken through CSCDA.

#3.

During the Public Hearing process, the developer will present a more detailed construction approach including procurement of materials and occupancy requirements will be available. While the proposed development would have no fiscal impact on the City's General Funds, the development has the potential to enhance positive visual outlook and long term neighborhood stability.

RECOMMENDATION

Staff recommends that the City Council set a public hearing for **Tuesday, March 3, 2015 @ 3:35 p.m.** to consider the issuance of multifamily housing revenue bonds for a private development through the California Statewide Communities Development Authority of multifamily housing revenue bonds for the acquisition and rehabilitation of the property located at 425 South Oleander Street, Compton, California.

DR. KOFI SEFA-BOAKYE
MANAGER
SUCCESSOR AGENCY

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Community Redevelopment

RESOLUTION TITLE: A REQUEST TO SET A PUBLIC HEARING TO CONSIDER A PROPOSED ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS FOR ACQUISTION AND REHABILITATION OF ST. TIMOTHY’S TOWER AND ST. TIMOTHY’S MANOR LOCATED AT 425 S. OLEANDER STREET, COMPTON (March 3, 2015 at 3:35 p.m.)

Kofi Sefa-Boakye
DEPARTMENT MANAGER’S SIGNATURE

2/1/2015 1:38:25 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

2/4/2015 5:31:00 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

2/4/2015 11:14:43 AM
DATE

Johnny Ford
CITY MANAGER

2/4/2015 11:04:27 AM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.



Wednesday, January 28, 2015

City of Compton
Johnny Ford, City Manager
205 S. Willowbrook Avenue
Compton, CA 90220

Dear Mr Ford,

The Compton Optimist club is seeking a waiver of the fees the City of Compton charges for the use of the Blue Room.

The Compton Optimist club plans to hold its 2015 Oratorical Contest on March 18 from 5:00 to 8:00 PM. The oratorical Contest gives Compton students from grades 8 to 12 an opportunity to earn a scholarship of \$2,500 from Optimist International by presenting a 4- to 5-minutes speech on a pre-assigned topic concerning optimism. Ordinarily we would hold the contest in the community room of the Compton Library where we hold our monthly meetings. However, on the scheduled date of the contest, the community room is being used for another library event.

The Blue Room is available and would be an ideal setting for the Compton Optimist Oratorical Contest. However, our service club does not have the funds to pay the standard fee of \$250 per hour. Our resources are just enough to provide small cash prizes for this first level of the competition.

The Compton Optimist club was established in September 2013. Our general purpose is, consistent with the purpose of Optimist International, to bring out the best in kids. Our specific purpose is to help Compton students prepare for and get into institutions of higher education. Giving the students the chance to earn a scholarship through the Oratorical Contest is one way that we fulfill our purpose.

We request your support by waiving the fee for use of the Blue Room. Your immediate response will allow us to reserve the space and proceed with the promotion of the event.

Sincerely,

A handwritten signature in dark ink, appearing to read "Kelvin Filer", written over a horizontal line.

Judge Kelvin Filer

Board Member, Compton Optimist Club

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A FEE WAIVER REQUEST FROM COMPTON OPTIMIST CLUB TO UTILIZE THE COMPTON BLUE ROOM FACILITY ON MARCH 18, 2015

Johnny Ford
DEPARTMENT MANAGER’S SIGNATURE

2/3/2015 8:46:19 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

2/4/2015 3:40:05 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

2/4/2015 11:02:04 AM
DATE

Johnny Ford
CITY MANAGER

2/3/2015 8:51:27 PM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Planning

RESOLUTION TITLE: Review of Citywide Lighting Assessment Quotes
(Potential \$75,000.00 Fiscal Impact)

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

February 10, 2015

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ROBERT DELGADILLO, PLANNING MANAGER
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT

SUBJECT: Review of Citywide Lighting Assessment Quotes
(Potential \$75,000.00 Fiscal Impact)

SUMMARY:

Review the cost estimates of three lighting firms to conduct a Citywide street lighting assessment of the City of Compton.

BACKGROUND:

In 2014 the City Council requested information on the costs of conducting a City wide lighting assessment to eliminate the dark areas of the city along the streets and to investigate the possibility of improving the visual aesthetics of the nighttime streetscape.

STATEMENT OF ISSUE:

Staff has contacted seven lighting assessment firms and three responded with written quotes to conduct a City wide lighting assessment.

The lighting assessment will involve surveying all of the streets in Compton to identify dark areas and log their location and making recommendations for installing light bollards, building up- lighting, accent lighting and tree well up-lighting to improve the visual aesthetics of the nighttime streetscape. The scope of work for the lighting assessment can be further refined if a Request for Proposal (RFP) is prepared, including adding the option as noted below to evaluate retrofitting to LED lighting.

The three companies and their quotes are listed below:

- | | | |
|----|---------------------------------|---------------------|
| 1. | The Ruzika Company | \$60 to \$75,000.00 |
| 2. | South Coast Lighting and Design | \$60,000.00 |
| 3. | Evan Brooks Associates | \$24,950.00 |

Alternative Option.

4. The basic assessment quotes stated above do not specifically include the retrofit to LED analysis. So, as an example, staff has also obtained an alternative proposal from Lighting Technology Services Inc. LTS is proposing to conduct a lighting assessment for the City with the goal of

#5.

Staff Report Lighting Assessment
February 10, 2015

improving the existing lighting conditions and replacing all of the City's Metal Halide lighting with LED lighting. The Led lighting offers lower energy costs, longer fixture life and lower maintenance costs. LST has indicated that their services can be provided to the City at little or no direct cost. The lighting assessment and installation costs of LED lighting would be repaid to LST through the 35% to 70% energy savings the City would receive through the installation of the LED lighting. Several years ago, the city had a previous similar project with a different company that was not fully implemented. That company could also resubmit a proposal. There were some issues or concerns at that time regarding the quality and level of the LED lighting. LED lighting is now more advanced and would provide more options for the city to consider.

FISCAL IMPACT

There will be a fiscal impact to the General Fund should the City council elect to pursue the execution of a Citywide Lighting Assessment. The alternative option may not cost the City any funds but would need further investigation to verify.

CONCLUSION:

If the City Council decides to conduct a lighting assessment, the next step would be to prepare a formal Request for Proposal (RFP) and select a firm to perform the assessment. All of the above firms that provided estimates and any additional firm would be free to submit a proposal. The RFP would specify exactly the scope of work and information the analysis should provide the City.

If the City Council decides not to conduct a lighting assessment, no further action will be taken.

RECOMMENDATION:

Receive and File.

Robert Delgadillo
Planning Manager

APPROVED FOR FORWARDING:

Interim Johnny Ford
CITY MANAGER

Attachments: Lighting Assessment quotes

February 10, 2015

TO: MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH C.H.A.N.G.E. FOUNDATION FOR GRAFFITI REMOVAL SERVICES

SUMMARY

This resolution authorizes the City Manager to enter into an agreement with C.H.A.N.G.E. Foundation in the amount of \$75,000 (Seventy-Five Thousand Dollars) to provide graffiti removal services for the City of Compton.

BACKGROUND

The City Council and Mayor have been diligently working towards providing a safe environment for the residents of Compton. As a part of this process, the City obtained grant funds; JAG 2013 per Resolution No. 23,915 approved on March 18, 2014 and JAG 2014 per Resolution No. 24,033 approved on October 21, 2014, to cover the cost to hire a Graffiti Removal Contractor. This would allow the City to remove graffiti in an expeditious manner and assist the current staff with high traffic areas. The Grants Division obtained quotes from both Urban Graffiti Enterprises Inc. and C.H.A.N.G.E. Foundation. The lowest bid was provided by C.H.A.N.G.E. Foundation at \$2,375 per week - at least 3 working days per week (days to be determined by City Administration), any additional days above 3 days per week shall be billed at \$340.00 a day.

C.H.A.N.G.E. Foundation

1. Graffiti Removal From All Public Property
 - Building, both single story and two story
 - Walkways
 - Walls
 - Gates and Fences
 - Poles
 - Other areas visible to the public

#7.

2. Graffiti Removal from Private Property (when directed by City Staff)

- Walkways
- Walls
- Gates and Fences
- Poles
- Structures
- Other areas visible to the public

STATEMENT OF ISSUE

The previously approved JAG 2013 and JAG 2014 funds have been approved to provide graffiti removal services as a part of the grant scope of work. Public Works Lighting and Landscaping fund will cover the remaining costs. It is the City's responsibility to obtain quotes from viable contractors that can provide the desired service.

ALTERNATIVE

The City has the option to choose another contractor to provide graffiti removal services, if they are dissatisfied with the contractor presented.

FISCAL IMPACT

This resolution will have no impact on the General Fund. The fees for these services will be paid from the accounts in the Grants Division budget.

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
1066-510-000-4269	Other Contract Services	\$17,371
1070-510-000-4269	Other Contract Services	\$40,000
2502-720-000-4269	Other Contract Services	<u>\$17,629</u>
		\$75,000

RECOMMENDATIONS

Staff recommends that the Mayor and Council Members authorize the City Manager to execute an agreement with C.H.A.N.G.E. Foundation in the amount not-to-exceed of \$75,000 to provide graffiti removal services for the City of Compton.

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT WITH
C.H.A.N.G.E. FOUNDATION FOR GRAFFITI REMOVAL SERVICES**

WHEREAS, each year the City receives Justice Assistance Grant (JAG) Funds to aid against criminal activities. The City set aside a portion of JAG 2013 and JAG 2014 to hire a graffiti removal contractor. In efforts, to remove graffiti in an expeditious manner and assist the current staff with high traffic areas; and

WHEREAS, the City's Grant Division administers the Justice Assistance Grant (JAG); and

WHEREAS, each year the City utilize the services of outside contractors to assist in graffiti removal; and

WHEREAS, the City obtained two (2) quotes from reputable companies to perform all or part of the services needed; and

WHEREAS, after reviewing the quotes, staff has determined that, C.H.A.N.G.E. Foundation is a qualified company that can provide us with the support necessary to perform the graffiti removal services requested, the items are as follows:

C.H.A.N.G.E. Foundation

1. Graffiti Removal From All Public Property
 - Building, both single story and two story
 - Walkways
 - Walls
 - Gates and Fences
 - Poles
 - Other areas visible to the public
2. Graffiti Removal from Private Property (when directed by City Staff)
 - Walkways
 - Walls
 - Gates and Fences
 - Poles
 - Structures
 - Other areas visible to the public

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

Section 1. That the City Council shall authorize the City Manager to enter into an agreement with C.H.A.N.G.E. Foundation to perform graffiti removal services listed above, not to exceed \$75,000 for budget fiscal year 2014-2015.

Section 2. That graffiti removal services shall be paid out at a weekly rate of \$2,375 for 3 days per week and any additional days above 3 days per week at a rate of \$340.00 per day.

RESOLUTION NO. _____

Page 2

Section 3. The fees for these services will be paid from the Grants Division and Public Works budget as follows:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
1066-510-000-4269	Other Contract Services	\$17,371
1070-510-000-4269	Other Contract Services	\$40,000
2502-720-000-4269	Other Contract Services	<u>\$17,629</u>
		\$75,000

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

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

ADOPTED this _____ day of _____, 2015.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON:

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2015.

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

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

CITY CLERK OF THE CITY OF COMPTON

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
C.H.A.N.G.E. FOUNDATION**

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **C.H.A.N.G.E. (Casting Hope Against Negative Gang Environment) Foundation**, a California Corporation (hereinafter referred to as "**CONTRACTOR**"), located at 1315 N. Willowbrook Avenue, Suite 1, Compton California 90222.

RECITALS:

WHEREAS, the City is in need of retaining the services of an experienced and qualified graffiti removal contractor to assist in removing graffiti in an expeditious manner throughout the City.

WHEREAS, Contractor shall perform in a professional manner, everything required to be performed, shall provide and furnish all the administration, labor, materials, necessary tools, expendable equipment and all utility and transportation services for the provision of graffiti removal services for all public property- to include one and two story building, walkways, bike trails, wall, gates and fences, poles and areas visible from the public right-of-way; private property- to include walkways, walls , gates and fences, poles, structures and areas visible from the public right-of-way; and other structures deemed necessary by the City as follows:

- For service period up to June 30, 2015, Contractor shall provide a, three day work week. The City, at its discretion shall notify the Contractor which days of the week the services shall be provided.
- Color matching required.
- Before and After photos (black and white).
- Additional days may be requested by City Administration.

WHEREAS, by Resolution No. _____, adopted on the 10th day of February 2015, the City Council gave approval to award a contract to the Contractor to provide the services required by this Agreement; and

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

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

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

AGREEMENT:

1. **Services to be Rendered by Contractor.** It is the mutual understanding of the parties that the Contractor shall perform and be responsible for providing and rendering the following professional services, which shall include, but not be limited to the below-indicated tasks and deliverables: OR indicate services to be provided as specified within the attached "Exhibit – Scope of Services," which is incorporated herein.

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

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

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

Donal Holloway, CEO of Contractor, shall be primarily responsible for representing Contractor in performance of this Agreement.

2. **Duration of Contract.** Contractor agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until June 30, 2015.

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

Contractor acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that

schedule. City understands, however, that Contractor's performance must be governed by sound practices. Contractor will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis as specified within Contractor's Cost Proposal. The total price paid the Contractor will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Contractor and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

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

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

As full and complete compensation for performance of all the services performed by the Contractor pursuant to this Agreement, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **Seventy – Five Thousand Dollars Dollars (\$75,000)**, payable at a billing rate of Two Thousand -Three Hundred Seventy Five Dollars (\$2,375) per 3 day week. Additional days over 3 days per week shall be billed at \$340.00 per day.

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

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

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Contractor; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project

and if under such circumstances City uses, or engages the services of and directs another Contractor to use, the Work Product, City agrees to hold Contractor harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Contractor, or anyone for whose acts it is responsible, in preparation of the Work Product. Contractor will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

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

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

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

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

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to

their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

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

as specified herein. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

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

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

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

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

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

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

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

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

Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor shall maintain all records and will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period and to the extent required by laws relating to audits of public agencies and their expenditures, from the date of final payment under this Agreement.

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

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

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

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

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

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Contractor will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date;

however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

19. Claims And Lawsuits. By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City by Contractor, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False 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. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against 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.

 Donal Holloway, CEO

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

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

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

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

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

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

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

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

TO CONTRACTOR:

**DONAL HOLLOWAY
C.H.A.N.G.E. FOUNDATION
1315 N. WILLOWBROOK AVENUE, SUITE 1
COMPTON, CA 90222**

TO CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Grants Manager
(310) 761-1406 (wk)
(310) 761-1464 (fx)**

With Copy to:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager**

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

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

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

C.H.A.N.G.E. Foundation/ CONTRACTOR

Dated: _____

By _____
Donal Holloway, CEO

CITY OF COMPTON
Recommended for Approval:

By _____
Renea Ferrell, Grants Manager

Dated: _____

Approved by:

Dated: _____

By _____
Johnny Ford, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

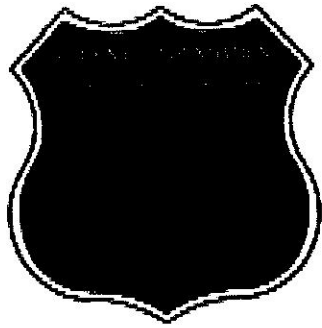
ATTEST:

#7.

Professional Services Agreement – C.H.A.N.G.E. Foundation
Graffiti Removal Services
City Manager's Office/Resolution No. _____

Dated: _____

By _____
Alita Godwin, City Clerk



C.H.A.N.G.E FOUNDATION

Casting Hope Against Negative Gang Environment

Proposal for Graffiti Removal

C.H.A.N.G.E. Foundation's purpose is to provide the **City of Compton** a service by removing graffiti throughout the City. The amount that we are requesting is solely to help in the ongoing process to the keep the **City of Compton** beautiful is:

- \$9,500 monthly \$2,375 weekly
- \$114,000 yearly

C.H.A.N.G.E Foundation will work 3 days per week (Monday, Wednesday, Friday). We will be working with a 2 man crew between the hours of 8a.m. to 4p.m.

C.H.A.N.G.E Foundation will perform the following services:

Graffiti removal from all public property:

1. Buildings one (1) and two (2) stories high
2. Walkways
3. Walls
4. Gates and Fences
5. Poles
6. Other areas visible to the public

Graffiti removal from private property:

1. Walkways
2. Walls
3. Gates and Fences
4. Poles
5. Structures
6. Other areas visible to the public.

C.H.A.N.G.E Foundation will take all pictures before and after graffiti is removed.

Donal Holloway Signature

Date

C.H.A.N.G.E FOUNDATION

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH C.H.A.N.G.E FOUNDATION FOR GRAFFITI REMOVAL SERVICES

Johnny Ford
DEPARTMENT MANAGER’S SIGNATURE

2/5/2015 11:51:35 AM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

2/6/2015 8:29:25 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

2/5/2015 5:00:25 PM
DATE

Johnny Ford
CITY MANAGER

2/5/2015 11:53:01 AM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

WARRANTS APPROVED BY COUNCIL

<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Services Provided</u>	<u>Amount</u>	<u>Amount Paid Year to Date</u>
225304	1/22/15	Selectron Technologies Inc	Payment for Hardware & Software Update for IVR (Milestone 2)	\$4,346.38	\$46,538.64

Requested by Water Dept

I hereby certify that the above demands in the amounts of \$ 4,346.38 were approved at a regular meeting of the City Council and reject
_____ as of February 10, 2015.

Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on February 10, 2015 allowed the above demands.

Alita Godwin
City Clerk



#8.

Invoice 7677

10/31/2014

12323 SW 66th Avenue
Portland, Oregon 97223

Bill To:
Compton Controller Compton, City Hall 205 S. Willowbrook PO Box 5118 Compton, CA 90221

Ship To:
City of Compton 205 S Willowbrook Compton, CA 90220

P.O. Number	Vendor ID	Terms	Due Date	Rep.	Quote No.	Job No.										
D01061		Net 30	11/30/2014	ECS	WE4012	2559-I										
Quantity	Description				Rate	Amount										
	Hardware Upgrade and Software Update for Water Department's IVR															
0.55	VoiceUtility PayEngine				9,500.00	5,225.00T										
0.55	PayEngine Discount				-7,500.00	-4,125.00T										
0.55	Server Hardware & OS				3,000.00	1,650.00T										
0	Hardware Return Credit				-750.00	0.00										
0.55	Hardware/HMP Licenses for Seven (7) IVR Voice Ports				1,750.00	962.50T										
0.55	Hardware for Faxing				500.00	275.00T										
0.55	Services for Server Setup & Configuration				2,750.00	1,512.50										
0.55	Server Setup & Configuration Discount				-2,750.00	-1,512.50										
Invoice issued for milestone 2, as per quote WE4012.																
<table><tr><td>Paid By</td><td></td></tr><tr><td>V#</td><td>10004881</td></tr><tr><td>P.O. #</td><td>E00973F</td></tr><tr><td>A/C #</td><td>5000900004218</td></tr><tr><td>A/C #</td><td></td></tr></table>							Paid By		V#	10004881	P.O. #	E00973F	A/C #	5000900004218	A/C #	
Paid By																
V#	10004881															
P.O. #	E00973F															
A/C #	5000900004218															
A/C #																
				ok to pay CS												

sara.engel@selectrontechnologies.com
Accounts Receivable (503) 597-3304 Fax (503) 443-2052

Subtotal	\$3,987.50
Sales Tax (9.0%)	\$358.88
Total	\$4,346.38
Payments/Credits	\$0.00
Balance Due	US\$ \$4,346.38

Remit Payment to:

Selectron Technologies, Inc.
12323 SW 66th Avenue
Portland, OR 97223

