

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, March 17, 2015 3:30 PM

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PRESENTATION IN HONOR OF WOMEN'S HISTORY MONTH:
Emily Hart-Holifield, Blondell Filer, Fabiola Francois, Captain Sheila Hopper
2. PRESENTATION: RESOLUTION PROCLAIMING CESAR CHAVEZ DAY IN
THE CITY OF COMPTON ON MARCH 31, 2015
3. PRESENTATION - Sexual Assault Awareness Month (April) - Candis
Simmons-Davis

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

4. FEBRUARY 17, 2015

REPORTS OF OFFICERS AND COMMISSIONS

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

5. A REQUEST TO SCHEDULE A PUBLIC HEARING FOR A ZONING TEXT AMENDMENT TO CREATE A MODIFIED PARKING REQUIREMENT **(March 24, 2015 at 6:00 p.m.)**
6. A REQUEST TO SCHEDULE A PUBLIC HEARING FOR VESTING TENTATIVE PARCEL MAP 72667 TO CONSOLIDATE 12 EXISTING LOTS INTO TWO LOTS AT THE BRICKYARD **(March 24, 2015 at 6:10 p.m.)**
7. A REQUEST TO SCHEDULE A PUBLIC HEARING FOR THE ADOPTION OF A DEVELOPMENT AGREEMENT FOR A 1,154,000 SQUARE FOOT INDUSTRIAL DEVELOPMENT AT THE BRICKYARD PROJECT SITE **(March 24, 2015 at 6:20 p.m.)**
8. A REQUEST TO SCHEDULE JOINT PUBIC HEARING - HOUSING AUTHORITY PHA ANNUAL PLAN (May 19, 2015 at 4:10 p.m.)
9. ORAL PRESENTATION FROM THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT OFFICE OF THE INSPECTOR GENERAL (OIG)
10. AN UPDATE FROM STRATEGIC COUNSEL PLC REGARDING PROPOSED CALIFORNIA STATE LEGISLATION
11. POWER POINT PRESENTATION - ASSESSMENT OF COMPTON PARK AND RECREATION FACILITIES
12. ORAL/POWER POINT PRESENTATION - Street Rehabilitation Project Community Development Block Grant 13-02 **(Public Works Department)**

CITY ATTORNEY'S REPORTS

CLOSED SESSION

13. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
One (1) Potential Case
Pursuant to California Government Code Section 54956.9(b)

CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representative(s): City Manager
Employee Organization: Compton Management Employees Association (AFSCME Local 2325)
Pursuant to California Government Code Section 54957.6

UNFINISHED BUSINESS

NEW BUSINESS

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTITY, APPREHENSION AND CONVICTION OF ANY PERSON RESPONSIBLE FOR THE DEATH OF IYSHUN DIONTE TORNERO-BENNETT
15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTIFICATION, APPREHENSION AND CONVICTION OF ANY PERSON RESPONSIBLE FOR THE DEATH OF VICENTE CASTILLO
16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO NAN MC KAY & ASSOCIATES FOR CONSULTING SERVICES TO REVIEW AND REVISE THE ADMINISTRATIVE PLAN OF THE COMPTON LOCAL HOUSING AUTHORITY (\$5,697.00)
17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PARKS & RECREATION 2014-2015 FISCAL YEAR BUDGET TO ALLOCATE LEASE REVENUE BONDS, FUNDS RESERVED FOR THE RENOVATION OF SIBRIE AND ALONDRA REGIONAL PARK
18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BOB MURRAY AND ASSOCIATES TO CONDUCT A NATIONWIDE EXECUTIVE SEARCH FOR THE POSITION OF CITY MANAGER
19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO INTERWEST CONSULTING GROUP FOR COMPLEX BUILDING PLAN CHECK AND EMERGENCY INSPECTION SERVICES FOR THE 2014/2015 FISCAL YEAR (\$200,000)
20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2014-2015 FISCAL YEAR BUDGET, RATIFYING THE CONSTRUCTION CONTRACT WITH AMERICAN ASPHALT SOUTH, INC., AUTHORIZING A PURCHASE ORDER IN THE AMOUNT OF \$1,772,848.23 FOR THE 2014 STREET RESURFACING PROJECT (CIP# 14-01) AND RESCINDING RESOLUTION NO. 24,009 (\$1,950,148.23)

21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT WITH TERNO, INC. TO EXTEND THE CONTRACT TERM AND INCREASE THE CONTRACT PRICE FOR THE CONSTRUCTION OF THE TRAFFIC SIGNAL UPGRADE PROJECT (CIP# 06-06C AND CIP# 06-06R) (\$1,747,752.19)
22. **MOTION TO RECONSIDER:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE NATIONAL RESOURCE NETWORK TO EXECUTE A DIRECT ASSISTANCE PLAN IN CONJUNCTION WITH THE "STRONG CITIES, STRONG COMMUNITIES PROGRAM" AND AUTHORIZING THE PAYMENT OF THE CITY'S ESTIMATED COST SHARE FOR THE ASSISTANCE (\$63,714) **(Item #23)**
23. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE NATIONAL RESOURCE NETWORK TO EXECUTE A DIRECT ASSISTANCE PLAN IN CONJUNCTION WITH THE "STRONG CITIES, STRONG COMMUNITIES PROGRAM" AND AUTHORIZING THE PAYMENT OF THE CITY'S ESTIMATED COST SHARE FOR THE ASSISTANCE (\$63,714)

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, March 24, 2015 @ 5:45 PM.

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

View Meetings Live at <mms://livemedia.comptoncity.org:8080>

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: PRESENTATION HONORING THREE WOMEN IN THE CITY OF COMPTON FOR WOMEN'S HISTORY MONTH: EMILY HART-HOLLYFIELD, CAPTAIN SHEILA HOOPER, AND FABIOLA FRANCOIS

<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 17, 2015

The City Council meeting was called to order at 3:51 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance was led by Mayor Aja Brown and the invocation was led by Pastor German of Optimal Christian Learning Academy.

ROLL CALL

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

Council Members Absent: None

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

3:35 P.M. PUBLIC HEARING - FOR A CODE TEXT AMENDMENT TO CREATE A MODIFIED PARKING REQUIREMENT (**Item #10**)

On motion by Zurita, seconded by Arceneaux, the public hearing was opened at 3:52 p.m., by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

Robert Delgadillo, Senior Planner, stated that the purpose of this public hearing is to certify the City Council's consideration of an ordinance adopting regulations which will create flexibility in the parking code to allow for the creation of a Modified Parking Requirement ("MPR") for any land use that can demonstrate the provision of adequate parking less than the amount specified in the zoning ordinance or through other means such as shared parking and valet parking.

BACKGROUND

The parking section of Chapter 30 of the Compton Municipal Code (CMC) contains fixed parking ratios based on the amount of building square feet, the number of seats, auto bays or other criteria that determine the required minimum amount of parking a given land use or business must provide to be in compliance with the CMC. This method of ensuring adequate parking works for the majority of uses, however there are times when specific land uses and businesses may not require the amount of parking, specified in the CMC due to unusual circumstances or special and unique characteristics of the land use. Currently if that is the case, a Planning Commission-approved variance is the only process available to seek relief from strict compliance with the CMC requirements. To grant a variance, hardship must be documented, not self-imposed and the variance grants the property usage similar to the use of other properties in the same zone. The proposed code amendment would allow additional flexibility by providing business/property owners and/or developers an additional tool to more accurately tailor the amount of parking provided to the actual operational characteristics of the land use without proving hardship. This results in the avoidance of building unnecessary parking spaces and allows for smaller sites to become economically viable for development opportunities.

STATEMENT OF ISSUE

The proposed code text amendment provides a simpler and more objective means to modify the minimum parking required without having to file a separate variance application and going through a separate entitlement process. This MPR allows for a wider range of development opportunities in Compton by opening up the potential for an alternative parking requirement. The MPR will not be applied without careful analysis.

Before an MPR can be approved the business owner or developer must have a registered transportation or civil engineer prepare a parking study or similar study that supports the parking provided which is different from the amount required from the CMC.

FISCAL IMPACT

There is no anticipated fiscal impact to the General Fund from this ordinance. The ordinance amends an existing section of the CMC.

RECOMMENDATION

Staff recommends that City Council adopt of the attached Ordinance for Zoning Text Amendment 2014-003 subject to the findings herein.

PUBLIC COMMENTS ON THE PUBLIC HEARING

Grace R. Busby, Compton resident, requested a diagram of Mr. Delgadillo’s recommendations for the property illustrating to the community exactly what is being proposed. She also requested additional information concerning what will actually happen once the diesel trucks exit the freeways and travel down Central Avenue.

Lorraine Cervantes, Compton resident, expressed a concern for adequate parking in and around the facility. In addition, she alleged that one or two persons on the dais will stand to gain financially from the completion of this development. She spoke in opposition to this company being afforded more consideration than any other developer and commented that everyone should be judged by the same standards.

Benjamin Holifield, Compton resident, articulated concerns for the City Council's ability to make business decisions on behalf of the City of Compton. Moreover, he advised the City Council to hold-off on making a decision regarding this development, review the information carefully and conduct another hearing to ensure that citizens concerns are addressed.

Lynn Boone, Compton resident, inquired about how the Planning Commission could vote on a conditional permit when one of the main items could not be voted on due to legal issues. In addition, she proposed that this item go back to the Planning Commission to ensure that all documentation is fully-vetted. She also noted that because the property is located in a residential area, Trammel Pro should be mandated to comply with the City's original requirements for parking.

Marvin Kinsey, Compton resident, spoke in opposition to allowing any concessions for allowing diesel truck traffic and stops located in and around residential and school district zoning.

On motion by Zurita, seconded by Arceneaux, the public hearing was closed at 4:10 p.m., by the following vote on roll call:

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

COUNCIL COMMENTS ON THE PUBLIC HEARING

Councilperson Arceneaux agreed with the concerns expressed by the residents and explained to them that the approval of this code text amendment would spread to all zones in the City of Compton. Moreover, Ms. Arceneaux contended that no other city would relax the rules for the benefit of any developer. She recommended that this item be removed and properly vetted for more information and further discussion.

Mayor Brown agreed with Councilperson Arceneaux and commented that there are several issues associated with this proposed modification for parking variations.

Mayor Brown went on to suggest that this item come back for further consideration after a timeline of deliverables is arranged and organized to include: deadlines for public comments, mitigation measures, citizen involvement, and project plan presentations.

Mayor Brown also noted that a project of this magnitude should have its own website with a webpage of frequently asked questions, community meeting data, and newsletters.

Mayor Brown also maintained that she would never support this type of code amendment because it could cost the City its role and remove any opportunities to protect the citizens.

Councilperson Zurita asserted the need to enforce the City's codes and install signage along the various truck routes.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Reverend German, Optimal Christian Academy, invited the City Council to attend Optimal Christian Academy's 36th anniversary celebration to be held June 2, 2015.

Reverend Archie L. Porter, Compton resident, offered his time and talents to serving the Compton community. Moreover, he commended Mayor Brown for the work that she is doing in the community and maintained that he would be praying for everyone on the City Council.

Grace Busby, Compton resident, stated that she is confident in the direction the City is going if the concerns of the people are addressed.

Benjamin Holifield, Compton resident, inquired about the change that is happening throughout the region as a result of major developments and revenue enhancements. He also asked that the City Council continue their search for a city manager because the Business Chamber is not at the table to discuss matters related to business development and employment opportunities.

Lorraine Cervantes, Compton resident, articulated her disappointment with the City Attorney as he did not remove Item No. 10 and send it to the Planning Commission for further processing. She went on to state that there is a process by which the City Council should deal with the City Manager and no one should be trying to control him.

Reverend Sanders, Compton resident, stated that in the event Wal-Mart comes to Compton, a townhall meeting should be held to allow the citizens and local business owners the opportunity to discuss jobs, pay scales, and partnerships.

Reverend Robert Campbell requested an opportunity to collaborate with the City of Compton's My Brother's Keeper Initiative.

Mayor Brown referred Reverend Campbell to a staff member in the community room.

Michael Turner, Compton resident, petitioned Mayor Brown to address his preceding inquiry concerning the number of Compton residents working on the parking structure.

Mayor Brown assured Mr. Turner that the City Manager would address that matter during his reports.

Lynn Boone, Compton resident, made reference to Item No. 8 and accused Fire Chief Jon Thompson of not being qualified to manage the City's camera surveillance project. In addition, she requested a timeline of the project completion date and questioned why it is taking so long to finish. She made mention of Item No. 9 and contended that it is wrong to replace the City's state lobbyist with someone with no experience.

CONSENT AGENDA

APPROVAL OF MINUTES

1. FEBRUARY 3, 2015 (Approved)

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. INVESTMENT REPORT - December 2014 (Received/Filed)

#4.

PUBLIC WORKS MUNICIPAL UTILITIES DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO SIGN THE CERTIFICATE OF ACCEPTANCE DOCUMENT TO ACCEPT THE TRANSFER AND CONVEYANCE FROM THE COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY OF THE STATE OF CALIFORNIA (DISTRICT) OF THE SEWER FACILITIES AS DETAILED ON DISTRICT DRAWING NO. JO.p-0438 IN THE CITY OF COMPTON FOR FUTURE OPERATION, MAINTENANCE, REPAIR AND IMPROVEMENT (**Resolution #24,087**)

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORT

4. ANNOUNCEMENT OF A COMMUNITY MEETING ON THE BICYCLE MASTER PLAN TO BE HELD ON MARCH 11, 2015 AT 7:00 PM IN THE COUNCIL CHAMBERS OF CITY HALL

Steven Sewer, Community Development, announced the beginning of the process to prepare the City's first citywide Bicycle Master Plan with a community workshop to take place at the regular Planning Commission meeting to be held April 8, 2015 at 7 p.m. in the Council Chambers.

BICYCLE MASTER PLAN - KEY GOALS

- Citywide Plan to Improve Connectivity
- Encourage Alternative Transportation Modes
- Improve Safety for All Age Levels
- New Street Improvements & Bike Lanes
- Improve Competitiveness for Grant Funding
- Comprehensive Citywide Plan to Guide All Future Bikeway and Bike Facility Improvements

PROCESS

- Consultant to Evaluate all Opportunities and Constraints
- Develop Preliminary Recommendations & Network
- Community Workshop and Survey for Input (www.comptoncity.org/bike)
- Final Plan for Review and Approval by Planning Commission and City Council

Councilperson Arceneaux asked Mr. Sewer if there were plans to connect the Compton Creek bike trail with this new development and extending it to the city of Long Beach.

Mr. Sewer replied affirmatively.

On motion by Zurita, seconded by Galvan, the bicycle master plan process was received and filed, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

5. ORAL REPORT - GRAFFITI REMOVAL SERVICES PERFORMED BY URBAN GRAFFITI

Renee Ferrell, Grants Manager, reported an invoice total of \$83,722.13 to Urban Graffiti for the 2014 calendar year and a balance of \$29,000 owed from the year 2011.

Councilperson Galvan questioned how this company was able to invoice the City for over \$100,000 without a vote from the City Council.

City Manager Ford remarked that a verbal confirmation to do the work was authorized by the City Manager's Office.

Councilperson Galvan asked how the former city manager was allowed to verbally authorize over \$100,000 in invoices without prior consent from the City Council when he is limited to approving contracts of \$25,000 or less. He added that this process was conducted inappropriately and asked the City Attorney to comment.

City Attorney Cornwell stated that it is at City Council's discretion to accept and acknowledge unauthorized invoices per the Compton Municipal Code 4-12.1.

Councilperson Galvan acknowledged that the company is not at fault for performing work not authorized by contract. Moreover, he asked if there was anything in place to hold the former city manager accountable for authorizing a purchase order without prior approval.

City Attorney Cornwell remarked that the invoice is not binding to the City so at this point there is nothing to go after because City Council can still not pay the bill.

Councilperson Zurita stated that she thinks, with the City Attorney's assistance, this should be the last time an invoice is paid without prior approval from the City Council. Ms. Zurita also noted that city managers should not be able to accept invoices from a vendor unless they have a contract.

Councilperson Zurita asked who the invoices are submitted to.

City Manager Ford stated that the invoices are billed to the City of Compton, Attention: Harold Duffey, 205 South Willowbrook, Compton.

Councilperson Zurita asked the City Attorney to create and establish policies that disallows city managers from accepting invoices over \$25,000.

City Attorney Cornwell explained that the policy is in place and that he could not manage the one person that authorizes the work to be done.

Councilperson Zurita articulated the importance of having integrity when managing the City of Compton.

Councilperson Galvan replied that he is happy the City finally has somebody with integrity managing the office of the City Manager. Furthermore, Mr. Galvan asked the City Attorney to go after the former city manager if he paid more than \$25,000 in General Fund dollars without a contract.

City Attorney Cornwell indicated that he would look into that matter.

Councilperson Jones stated that it is not clear as to whether or not there are limits on the use of \$25,000 contracts and secondly, he asked that expenditure reports be submitted to the City Council on a regular basis which is a policy/resolution he requested from the City Attorney some time ago.

Mayor Brown stated that the problem lies within the integrity of the city manager and not necessarily the system.

City Attorney Cornwell assured Councilperson Jones that he anticipates the resolution coming before the City Council next week.

Councilperson Galvan proposed a resolution that holds the city manager liable for promising to pay vendors for work performed without prior approval from the City Council.

#4.

6. ORAL REPORT - COMPTON CHRISTMAS PARADE 2014 (Parks and Recreation)

Marvin Hunt, Deputy Director of Parks & Recreation, presented a brief summary report on the City of Compton's 62nd Annual Christmas parade held Saturday, December 13, 2014 themed "Parade of Memories, Past, Present & Future." There were 139 parade entries consisting of local high school bands, drill teams, equestrian groups, celebrities, and elected officials. The parade began at 11 a.m. at Bullis and Compton Boulevard and concluded at Alameda and Compton Boulevard. A VIP reception was held at the conclusion of the parade and Manuel Dominguez High School won the 2nd Annual Battle of the Bands contest. An awards ceremony was held the following week during the City Council meeting.

BUDGET EXPENDITURES

Parade expenditures for FY2014 - \$22,151 (vendor expenses include: trophies and Southern California Judges Association fees)

Security from the Sheriff's Department - \$51,627.92

Staff costs - \$19,221

Budget Revenue - (\$3,250)

Total spent on the 2014 Compton Christmas parade - \$89,940.15

Mayor Brown stated that the responsibility goes back to the authority of management and spearheading from former management that costs would be kept to a minimum through fundraising efforts and facilitating funds from different sources. The Mayor also noted that the City Council did not approve of this amount for the Christmas parade and that council members need to be presented with the total costs upfront.

City Manager Ford remarked that staff will be starting the planning process in April and will know in July how much corporate sponsorship they have accumulated for the Christmas parade.

Councilperson Galvan questioned if it was feasible for the City to hire a private security company for future Christmas parades.

City Manager Ford assured Councilperson Galvan that the City has options as to how to reduce costs for law enforcement personnel.

Councilperson Zurita commented that parades are expensive, and suggested that the City host a Christmas Day Celebration to help reduce costs during the holiday season.

Councilperson Arceneaux asked that the report include information as to whether or not there is a greater liability in using a security company opposed to Sheriffs' Department personnel.

Councilperson Jones asserted that the City Council has to do a better job of managing the costs for Christmas parades; and that he believes early planning and a budget will ensure that costs do not escalate.

CITY ATTORNEY'S REPORTS

7. ORAL REPORT - Jackson v. City of Compton, Case No.: BS142 759 Request for Reconsideration

City Attorney Cornwell reported out that Jackson versus City of Compton, Case No. BS142759 Request for Reconsideration resulted in the court finding the petitioner not having demonstrated that they were entitled to a recount. The request for a new election contest failed, and the request that there was a Public Records Act violation also failed per the court, in that they found that the petitioner did not include a claim violation in the petition and that the request was improper because it did assert as a claim in the beginning of the complaint.

The request for an appeal was filed, muted, and dismissed due to the petitioner's request for a new trial. During the request for a new trial, the petitioner had to allege new facts and law that was not presented during the original trial; the petitioner failed to do that and so it was denied.

City Clerk Alita Godwin made note that she has participated in conducting over 20 city elections since she began her tenure with the City Clerk's Office in 1982. She indicated that she was certified by the International Institute of Municipal Clerks in 2007, and earned it by attending many years of election law classes and seminars in procedures and protocol. She stated that she took an oath and is dully-sworn to perform her duties as an election official in accordance with the City Charter and the California Elections Code.

The upcoming election will be held Tuesday, April 21, 2015. Citizens are asked to register to vote online at www.lavote.net. The last day to register to vote for this election is April 6, 2015.

City Clerk Godwin encouraged every citizen to exercise their right to vote and thanked the City Attorney's Office (Jose and Anita) for their representation.

City Treasurer Sanders thanked the City Attorney's Office for their representation.

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT WITH ROBERT KEYES FOR PROJECT MANAGEMENT SERVICES ON THE CITY-WIDE CAMERA SURVEILLANCE PROJECT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$50,000

Jon Thompson, Fire Chief, reported that the camera system project is one hundred percent installed and that this request pertains to allowing the consultant to finish the project and manage increased responsibilities, such as creating an RFP for the maintenance of the system and increasing the possibility of integrating the system with the Public Works traffic management system.

***Councilperson Galvan exited the meeting at 6:00 p.m.**

Councilperson Zurita inquired about signage for the cameras. Chief Thompson stated that he anticipates posting all signs within the next two weeks.

Councilperson Arceneaux asked if the cameras are 100% operational. Chief Thompson answered that the license plate recognition cameras are semi-operational and monitored by the Sheriffs' Department.

Sheriffs' Official, confirmed that the cameras are monitored 24/7 at the dispatch center by the Watch Sergeant and Watch Commander.

On motion by Zurita, seconded by Arceneaux, **Resolution # 24,088** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT WITH ROBERT KEYES FOR PROJECT MANAGEMENT SERVICES ON THE CITY-WIDE CAMERA SURVEILLANCE PROJECT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$50,000**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Galvan

#4.

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO TERMINATE THE STATE LEGISLATIVE ADVOCACY AGREEMENT WITH STRATEGIC COUNSEL, PLC AND TO ENTER INTO AN AGREEMENT WITH THE LAW OFFICE OF ANTHONY WILLOUGHBY AND ASSOCIATES FOR THE BALANCE OF FISCAL YEAR 2014-2015 **(Reagendad)**

***Councilperson Galvan returned to the meeting at 6:05 p.m.**

10. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER 30 (ZONING CODE) OF THE COMPTON MUNICIPAL CODE BY DELETING SECTION 30-21.11.C AND ADDING SECTION 30-21.12 TO ESTABLISH REGULATIONS FOR A MODIFIED PARKING REQUIREMENT (First Reading) **(Reagendad)**

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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Commented on the success of the Valentine's Day Social held last weekend.
- Announced a series of Block Club meetings to be held Wednesday, February 18, 2015 at Gonzales Park beginning at 6 p.m.; Saturday, February 21, 2015 at 1800 West Stockwell from 1 p.m. to 2 p.m./1810 North Bahama from 2:30 p.m. to 3:30 p.m.; and Saturday, February 28, 2015 at 1500 Grandee Avenue from 12 p.m. to 1 p.m. and 1413 West Piru Street from 2 p.m. to 3:30 p.m.
- Made mention of the five townhall meetings she hosted specifically to receive feedback from the public regarding the brickyard development.
- Lunch with the Councilwoman will be held Friday, February 20, 2015 at the Dollarhide Neighborhood Community Center from 10 a.m. to 12:30 p.m.

Black History Month

Acknowledged Huey Newton's (co-founder of the Black Panthers organization) birthday today.

Councilperson Galvan offered the following communications/announcements:

- Participated in discussions concerning the My Brother's Keeper Initiative in Washington D.C.
- Sheriff's Explorer Awards Ceremony to be held this Friday at Quiet Canon.
- Asked the City Manager if the RFP for the C.A.R.E. project went out to bid.
 - **City Manager Ford** answered that he received a message from MIG and that he anticipates bringing something back for the March 3, 2015 City Council meeting.
- Requested a rendering of the enhancements for each of the Second District parks.
- Asked if the process for making youth recreational programs free for parents has been initiated.
 - City Manager Ford replied affirmatively.
 - **Marvin Hunt**, Deputy Director of Recreation & Parks, remarked that the basketball program package has been revised and is now offered at no charge. Additional programs that will be offered at no charge include: baseball, flag football and girls softball.

- Inquired about the date for installing the new slide at Lueders Park.
 - Mr. Hunt remarked that he had a meeting with Renee Ferrell to discuss obtaining quotes for several slide designs.
- Asked about the Spring Break youth employment program.
 - City Manager Ford answered that some are already working on the weekends.
- Asked the City Manager what his plans are for ensuring food service at the Dollarhide Community Center.
 - Mr. Hunt stated that the caterer has committed to honoring any booking for the next 60 days, and in the mean time, local vendors will be supplying catering needs for the facility.
 - City Manager Ford stated that he would have to confer with the City Attorney's Office due to certain provisions within the original contract agreement.

Councilperson Arceneaux offered the following communications/announcements:

- Compton Sheriff's Station in conjunction with Faith Inspirational Missionary Baptist Church will host a program to assist individuals with re-entry into society every Wednesday until April 22, 2015 from 7 p.m. to 8:30 p.m. For more information please contact Deputy Owens at (310) 605-6542.
- Asked the City Manager to ensure that parking enforcement officials are working diligently to locate and cite diesel trucks parked in unauthorized parking zones.
- Black History Month program will be held Friday, February 27, 2015 at the Dollarhide Community Center from 10 a.m. to 2 p.m. For more information please call the Parks & Recreation Department at (310) 605-5688.

Councilperson Jones offered the following communications/announcements:

- Thanked Councilperson Zurita and city staff for their efforts to make the Valentine's Day Social a successful event.
- L.A. County Sheriffs' Department Youth Activity League will be hosting a fundraiser at the Gateway Towne Center Pizza Studio Wednesday, February 18, 2015 from 4 p.m. to 8 p.m.
- Attended the Swearing-In Ceremony for Ingrid Hut, member of the Commission for Convention Center Activities.
- Presented Demar Derozan and his family with a proclamation from the Mayor and City Council in recognition of his scholastic and national achievements.
- Attended the Metropolitan Transit Authority breakfast in the city of Los Angeles to discuss methods of raising funds and support for the regional transportation systems. Discussions also included: bike path restoration, economic justice, health and environmental issues.

Mayor Brown offered the following communications/announcements:

- Announced that she met with the Department of Finance on Friday to work through the City's outstanding financial obligations.
- Requested a timeline in which the City Council can expect to receive a report on the parks needs assessment.

#4.

- **Marvin Hunt**, Deputy Director, stated that he anticipates having the total cost for nine park projects by next Thursday.
- Announced the \$450,000 Transit-Oriented Development Planning Grant issued by Metro to provide funding for identification of walkways and to ensure pedestrians have safe routes to enter the Gateway Towne Center.
- Requested a City-wide workshop for Assembly Bill 109.
- Thanked Councilperson Galvan for attending the My Brother's Keeper Initiative forum in Washington D.C.
- Requested the employment numbers of local residents for the parking structure.
 - **Kofi Sefa'boayke**, Director of Successor Agency, reported that there are currently 127 workers completing the parking structure adjacent to the Dollarhide Community Center. 82% of those workers are Latino and African-American and 19 are Caucasian.
 - Mr. Sefa'boayke went on to state that there are certain issues affecting the City's ability to enforce its local hiring policy. He also proposed that the City look into the area of performance bonds and create incentives for developers to hire and/or train residents in the area of construction.
- Directed the City Manager to establish a local hiring implementation policy that includes a compliance component as well as master performance bond costs.
- Discussions continued regarding the enforceability of the City of Compton's local hiring practices ordinance on local and regional construction projects.
- CCUNAT Community Forum will be held Saturday, February 21, 2015 from 11 a.m. to 1 p.m. at Holy Chapel Missionary Baptist Church located at 1016 East Rosecrans Avenue. Discussions include: infrastructure and capital improvement.

ADJOURNMENT

On motion by Zurita, seconded by Arceneaux, the meeting was adjourned at 6:53 p.m. 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

March 17, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A REQUEST TO SCHEDULE A PUBLIC HEARING FOR A ZONING
TEXT AMENDMENT TO CREATE A MODIFIED PARKING
REQUIREMENT

SUMMARY

Staff is preparing a code text amendment creating a modified parking requirement to increase flexibility in the parking code to grant certain land uses relief from strict compliance with the parking code when circumstances warrant a deviation. A public hearing is required by Compton Municipal Code 30-28. Staff requests the public hearing date and time be set for Tuesday, March 24, 2015 at 6:00 p.m.

ROBERT DELGADILLO, PLANNING MANAGER
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT

Approved for forwarding:

JOHNNY FORD
CITY MANAGER

March 17, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A REQUEST TO SCHEDULE A PUBLIC HEARING FOR VESTING
TENTATIVE PARCEL MAP 72903 TO CONSOLIDATE 12 EXISTING
LOTS INTO TWO LOTS AT THE BRICKYARD.

SUMMARY

Staff is preparing a resolution for the adoption of Vesting Tentative Parcel Map 72903 to consolidate 12 existing lots into two lots for the development of the brickyard project site located at 13633, 13801, 13805 South Central Avenue Compton. A public hearing is required by Compton Municipal Code section 28-3.11. Staff requests the public hearing date and time be set for Tuesday, March 24, 2015 at 6:10 p.m.

ROBERT DELGADILLO, PLANNING MANAGER
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT

Approved for forwarding:

JOHNNY FORD
CITY MANAGER

March 17, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A REQUEST TO SCHEDULE A PUBLIC HEARING FOR THE
ADOPTION OF A DEVELOPMENT AGREEMENT FOR A 1,154,000
SQUARE FOOT INDUSTRIAL DEVELOPMENT AT THE BRICKYARD
PROJECT SITE**

SUMMARY

Staff is preparing an ordinance for the adoption of a Development Agreement for a 1,154,000 square foot industrial development on the brickyard project site located at 13633, 13801, 13805 South Central Avenue Compton. The California Government Code Section 65090 requires that notice be published in at least one newspaper of general circulation within the jurisdiction of the local agency which is conducting the proceeding at least 10 days prior to the hearing. A public hearing is also required by Government Code Section 65867. Staff requests the public hearing date and time be set for Tuesday, March 24, 2015 at 6:20 p.m.

**ROBERT DELGADILLO, PLANNING MANAGER
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT**

**STEVE MASURA
DIRECTOR OF COMMUNITY DEVELOPMENT**

Approved for forwarding:

**JOHNNY FORD
CITY MANAGER**



March 17, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: DELMONSHA GREEN, DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY

**SUBJECT: REQUEST TO SCHEDULE JOINT PUBLIC HEARING WITH THE
URBAN COMMUNITY DEVELOPMENT COMMISSION OF THE
CITY OF COMPTON – COMPTON LOCAL HOUSING
AUTHORITY PUBLIC HOUSING AUTHORITY ANNUAL PLAN –
MAY 19, 2015 at 4:10 P.M.**

By mandate of the United States Department of Housing and Urban Development (HUD), Housing Authorities nationwide are required to develop and implement a Five Year Plan and an Annual Plan. The Five Year Plan was submitted to HUD once every fifth PHA fiscal year in which the Housing Authority submitted this Plan in 2014. The Annual Plan is submitted to HUD every year.

The information that the Public Housing Agency (PHA) must submit to HUD under the Annual Plan, are the discretionary policies of the various plan components or elements (i.e., programs, operations, and strategies for meeting local housing needs and goals) and not the statutory or regulatory requirements that govern these components. The PHA's Annual Plan also provides the plans and procedures to be met in order to be consistent with the goals and objectives of the PHA's Five Year Plan.

The Compton Local Housing Authority is requesting that a joint public hearing be scheduled for **Tuesday, May 19, 2015, at 4:10 p.m.** in the Council Chambers for the meeting of the City Council, located at 205 South Willowbrook Avenue, Compton.

**DELMONSHA GREEN, DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY**

APPROVED FOR FORWARDING:

**JOHNNY FORD
CITY MANAGER**

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Housing Authority

RESOLUTION TITLE: A REQUEST TO SCHEDULE JOINT PUBIC HEARING – HOUSING
AUTHORITY PHA ANNUAL PLAN (May 19, 2015 at 4:10 p.m.)

<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.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: PRESENTATION FROM THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT OFFICE INSPECTOR GENERAL (OIG)

<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.
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Asst. City Manager/OAS:	All personnel actions.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: AN UPDATE FROM STRATEGIC COUNSEL PLC REGARDING PROPOSED CALIFORNIA STATE LEGISLATION

Kelly Montgomery
DEPARTMENT MANAGER’S SIGNATURE

3/11/2015 8:54:58 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/12/2015 11:12:28 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

3/12/2015 9:51:56 AM
DATE

Kelly Montgomery
CITY MANAGER

3/11/2015 8:56:00 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.
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Asst. City Manager/OAS:	All personnel actions.



Parks and Recreation

Facility Needs Assessment

March 3, 2015



Report prepared by:

City of Compton Department of Parks & Recreation Department

With Assistance from Moore Iacofano Goltsman (MIG)

INTRODUCTION

In April of 2014, the City of Compton City Council approved a spending authority of over \$4.8 million to revitalize and renovate several City owned parks and open spaces. The responsibility to manage this project was given to the Parks and Recreation Department and the nationally recognized architectural team of Moore Iacofano and Goltsman (MIG). The first step in the creation of the 2014 Parks Improvement Plan process required a needs assessment to prioritize parks and recreation facility amenity needs for the community. Local leaders, staff, and interested citizens were continually involved with the challenge of identifying the community park and recreation needs in order to work together to improve and provide much needed upgrades for our park facilities. The conclusion of this process will not only provide the City with a broad look at its current park structure, but also assist in developing a facility amenity standard.

BACKGROUND

The City of Compton Parks and Recreation Department is committed to enhance the quality of life for all Compton residents by providing access to clean and safe recreational facilities. The Parks and Recreation Department manages and maintains City owned Parks, playgrounds, recreation centers, medians, pools, welcome monuments, Senior meal program, Senior transportation program, youth recreation programs, and the Compton Par 3 Golf Course. Along with these facilities and park land, the Parks and Recreation Department has substantial assets in equipment, programs and staff. The Recreation Department goes well beyond the operation of recreation facilities based on its role as a provider of afterschool programs and school vacation youth camp programs. The Parks and Recreation Department contributes to public health as the public agency outside of the school system with the greatest potential to impact children in establishing life long health and wellness habits.

On April 15, 2014, The Parks and Recreation Department presented the City Council with the Compton Athletic and Recreational Enhancement Project as C.A.R.E. The C.A.R.E. Project was an effort to infuse over \$4.8 million into the City of Compton's Park and Recreation system. The C.A.R.E. Project was structured to:

- Develop a standard for site amenities in each park that will meet the current needs of the City's ever changing and growing community
- Create a park system that will provide space for recreational and leisure time activities
- Improve access to safe and sanitary facilities
- Provide park services to meet the changing recreational demands throughout the year
- Develop unique local and regional recreational spaces

The C.A.R.E. Project improvements will be integrated into the existing park system to support diverse year round youth, adult, and Senior leisure time recreational programs and activities.

The Parks and Recreation Department retained the services of Moore Iacofano and Goltsman (MIG) to assist in this informal needs assessment. This assessment will be the first step in proposing the City embark in the creation of a Parks and Recreation Master Plan, providing residents and City administrators with information about the existing parks system, and to identify potential opportunities throughout the City for improving the Parks site amenities structure.

ASSESSMENT OF EXISTING CONDITIONS

The Parks and Recreation Department's goal is to create a basic standard for the type and amount of amenities and site furnishings that should be found at each recreational facility. This section of the needs assessment will help move us one step forward to creating the standard by first identifying the gaps in the current level of service. Once these gaps are identified, we will then create a list of improvements needed in order to enhance the facilities services. The enhanced level of service will include making improvements in the facilities: amenities, site furnishings, and exterior lighting. This section of the assessment will also include a preliminary budget for all proposed improvements.

#11.

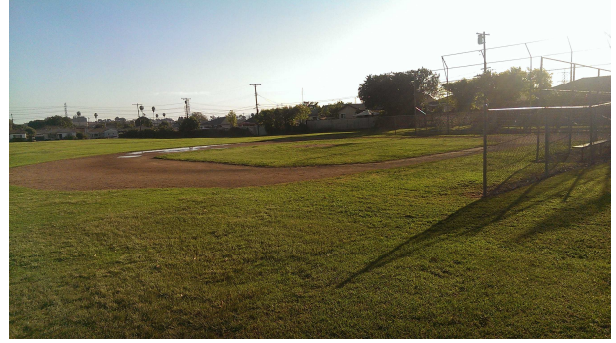
COMMUNITY CENTERS

Burrell Mac Donald Park

2516 West Alondra Blvd

Compton, CA 90220

Acreage: 5.0



Amenities:

- Outdoor basketball court
- Small playground
- Youth baseball field
- Multipurpose field
- Picnic area
- Community Center
- Banquet room with stage
- Multipurpose room
- Off street parking

Facility Challenges: No lighting in the picnic areas and junior baseball diamond and multipurpose field, playground structure is outdated and only serves toddlers from the ages of 0-5 years of age, site furnishings need to be added in order to bring levels up to standard.

Current Lighting Conditions

- 10 flood lights illuminating the front picnic area and entrance
- Three lights illuminating outdoor basketball court
- Baseball diamond needs lighting
- No lighting on the multipurpose field
- Inadequate lighting for playground area
- Off street parking lot very dim

Proposed Improvements:

- Installation of security lighting in picnic area
- Installation of security lighting on baseball diamond
- baseball diamond, and multipurpose field
- Installation of a new playground structure
- Installation of 10 trash receptacles
- Installation of 3 barbeque units
- Installation of 6 picnic tables
- Installation of 5 park benches



Proposed Cost: \$141,905

Gonzales Park Community Center

1101 West Cressey Street

Compton, CA 90222

Acreage: 14.06**Amenities**

- Lighted children's playground
- Lighted youth and t-ball baseball diamonds
- Jackie Robinson Stadium
- Gymnasium
- Large meeting room
- Multipurpose room
- Aquatic Center with locker rooms, toddler play, and competition pool
- Lighted Picnic area
- Kitchen
- Off street parking



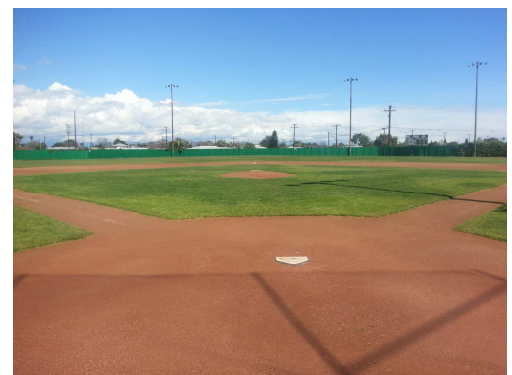
Facility Challenges: Playground structure enhancements, no outdoor restrooms, site furnishings need to be added in order to bring levels up to standard, scoreboard not functioning at Jackie Robinson Stadium

Current Lighting Conditions

- Three lights illuminating playground
- Six lights illuminating outdoor basketball courts
- Three lights illuminating baseball diamond
- Ten lights illuminating multipurpose field
- Security lights at entrance of facility

Proposed Improvements:

- Installation of a new playground furnishings
- Installation of 10 trash receptacles
- Installation of 3 barbeque units
- Installation of 6 picnic tables
- Installation of 5 park benches

Proposed Cost: \$50,905

#11.

Kelly Park Community Center

2319 East Caldwell Street

Compton, CA 90221

Acreage: 3.6

Amenities

- Lighted toddler playground
- Off street parking
- Lighted outdoor basketball court
- Community meeting room with stage
- Picnic area
- Kitchen
- Youth baseball diamond
- Lighted multipurpose field
- Multipurpose rooms



Facility Challenges: Playground structure enhancements, no outdoor restrooms, site furnishings need to be added in order to bring levels up to standard, scoreboard not functioning at Jackie Robinson Stadium

Current Lighting Conditions

- Three lights illuminating playground
- Six lights illuminating outdoor basketball courts
- Three lights illuminating baseball diamond
- Ten lights illuminating multipurpose field
- Security lights at entrance of facility

Proposed Improvements:

- Installation of a new playground furnishings
- Grading and planting of multipurpose field
- Resurface outdoor basketball court
- New backboards, rims and nets for outdoor basketball court
- Installation of 10 trash receptacles
- Installation of 3 barbeque units
- Installation of 6 picnic tables
- Installation of 5 park benches



Proposed Cost: \$64,305

Lueders Park Community Center

1500 East Rosecrans Blvd

Compton, CA 90221

Acreage: 6.0

Amenities

- Gymnasium with men's and women's locker rooms
- Toddler playground
- Lighted tennis courts
- Aquatic Center with locker rooms and competition pool
- Picnic area
- Large meeting room
- Multipurpose rooms
- Kitchen
- Off street parking



Facility Challenges: Playground structure enhancements, no outdoor restrooms, site furnishings need to be added in order to bring levels up to standard, scoreboard not functioning at Jackie Robinson Stadium,

Current Lighting Conditions

- Two lights illuminating west parking lot
- Three lights illuminating playground structure
- Seven lights illuminating multipurpose field
- Ten lights illuminating tennis courts
- Four security lights illuminating walking path to entrance of facility

Proposed Improvements:

- Installation of a new playground furnishings
- Exercise equipment stations
- Prefabricated covered metal shade family picnic shelter
- Grading and planting of multipurpose field
- Irrigation modifications
- Installation of 10 trash receptacles
- Installation of 3 barbeque units
- Installation of 6 picnic tables
- Installation of 5 park benches

**Proposed Cost: \$111,445**

#11.

Wilson Park Community Center

123 North Rose Street

Compton, CA 90221

Acreage: 3.9

Amenities

- Gymnasium
- Lighted Skate Park Facility
- Lighted Youth Playground
- Large meeting room with stage
- Multipurpose room
- Picnic area



Facility Challenges: Playground structure enhancements, no outdoor restrooms, site furnishings need to be added in order to bring levels up to standard, scoreboard not functioning at Jackie Robinson Stadium

Current Lighting Conditions

- Six flood lights illuminating area around facility structure
- Seven lights illuminating outdoor basketball courts
- Three lights illuminating baseball diamond
- Ten lights illuminating multipurpose field
- Security lights at entrance of facility

Proposed Improvements:

- Installation of a new playground furnishings
- Resurface outdoor basketball court
- Upgrade basketball backboards, rims, nets
- Installation of 10 trash receptacles
- Installation of 3 barbeque units
- Installation of 6 picnic tables
- Installation of 5 park benches

Proposed Cost: \$45,905

Neighborhood Parks

Compton Campfire Site

400 Block of West Raymond Street

Compton, CA 90221

Acreage:

Amenities

- Community recreation room
- Indoor restrooms
- Campfire pits
- Outdoor lighting
- Off street parking

Facility Challenges: Parking, ADA requirements

Lighting

Proposed Improvements

- Tree trimming and removal
- Roofing
- Demo or replacement of patio awning
- Slurry seal parking area
- Irrigation modifications
- Landscape planting
- Electrical wiring upgrades
- Expanded parking area on northwest area of site
- Installation of picnic tables
- Installation of barbeque pits
- Installation of benches
- Installation of trash receptacles

Proposed Cost: TBD

#11.

Ellerman Neighborhood Park

400 Block West Bennett Street

Acreage: 1.8

Amenities

- Youth Playground
- Multipurpose Field
- Picnic Shelter



Facility Challenges: No outdoor restrooms

Current Lighting Conditions

- One light tower with three lights located in center of park
- Inadequate lighting for multipurpose field
- Inadequate lighting for play area

Proposed Improvements:

- Prefabricated outdoor restroom
- Upgrade security fencing
- Installation of 5 trash receptacles
- Installation of 2 barbeque units
- Installation of 4 picnic tables
- Installation of 3 park benches

Proposed Cost: \$178,318

Fig/Oleander Neighborhood Park

Fig Street & Oleander Avenue

Acreage: 0.8

Amenities

- Toddler Playground Structure
- Picnic tables
- Benches



Proposed Improvements

- Installation of 3 trash receptacles
- Installation of 1 barbeque units
- Installation of 2 picnic tables
- Installation of 3 park benches

Proposed Cost: \$8,195

Cesar Chavez Neighborhood Park

1812 North Santa Fe Avenue

Compton, CA 90220

Acreage: 2.4

Amenities

- Lighted outdoor basketball court
- Lighted youth playground structure
- Lighted multipurpose field
- Site furnishings



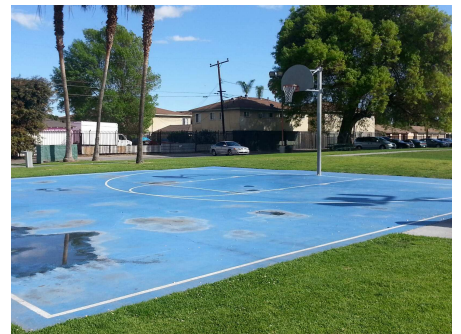
Facility Challenges: no permanent restroom facility

Current Lighting Conditions

- Twenty-one lights positioned around perimeter of park

Proposed Improvements

- Resurface outdoor basketball court surface
- Installation of new basketball court backboards and rims
- Rubberized playground surface
- Playground structure enhancements
- Outdoor restroom structure
- Installation of 3 trash receptacles
- Installation of 1 barbeque units
- Installation of 2 picnic tables
- Installation of 3 park benches



Proposed Cost: \$198,195

#11.

Raymond Street Neighborhood Park

400 Block West Raymond Street

Compton, CA 90221

Amenities

- Indoor restroom facilities
- Youth baseball diamond
- Youth playground structure

Current Lighting Conditions

- Three lights illuminating playground
- Six lights illuminating outdoor basketball courts
- Three lights illuminating baseball diamond
- Ten lights illuminating multipurpose field
- Security lights at entrance of facility

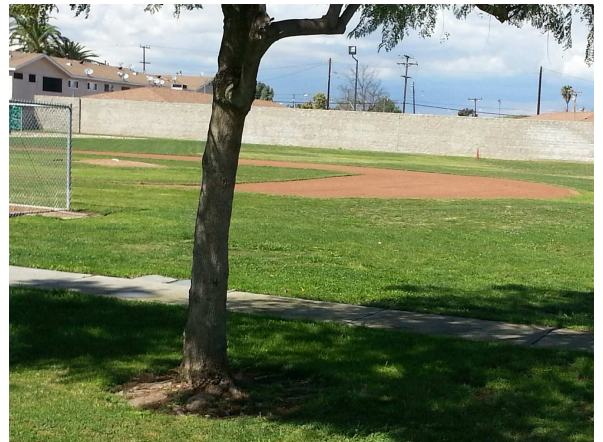


Facility Challenges: Vandalism, graffiti, security fence breaches

Proposed Improvements

- Perimeter fencing enhancements with themed artwork
- Youth baseball scoreboard
- Installation of 5 trash receptacles
- Installation of 2 park benches

Proposed Cost: \$50,095



Sibrie Neighborhood Park
1300 West El Segundo Blvd
Compton, CA 90220
Acreage: 3.8

Amenities

- Security lighting
- Landscape planting modifications
- Irrigation system modifications

Current Lighting Conditions

- Two lights illuminating playground
- Two lights illuminating outdoor basketball courts
- Eight lights illuminating multipurpose field

Facility Challenges: Installation of water

Proposed Improvements

- Resurface outdoor basketball courts
- Installation of new basketball court backboards and rims
- Playground security lights
- Existing field lights repair
- T-ball baseball diamond
- Prefabricated outdoor restroom
- Prefabricated covered metal shade family picnic shelter
- Installation of 10 trash receptacles
- Installation of 3 barbeque units
- Installation of 6 picnic tables
- Installation of 5 park benches
- Exercise equipment stations
- Irrigation system modifications
- Landscape planting modifications

Proposed Cost: \$442,935



#11.

South Neighborhood Park

Chester & Caldwell Street
Compton, CA

Amenities

- Youth baseball field
- Two outdoor basketball courts
- Lighted multipurpose field
- Off street parking
- Exercise equipment stations



Current Lighting Conditions

- Four lights illuminating basketball courts
- Sixteen lights illuminating picnic area
- Fifteen lights illuminating baseball diamond and multipurpose field
- No lights illuminating playground

Facility Challenges: parking, no outdoor restroom, no playground structure

Proposed Improvements

- Grading and planting of multipurpose field
- Prefabricated outdoor restroom
- Youth and toddler playground
- Playground security lighting
- Outdoor basketball court resurfacing
- Prefabricated covered metal shade family picnic shelter
- Installation of 10 trash receptacles
- Installation of 3 barbeque units
- Installation of 6 picnic tables
- Installation of 5 park benches
- Irrigation system modifications
- Landscape planting modifications



Proposed Cost: \$411,396

Tragniew Neighborhood Park

2121 West Alondra Blvd

Compton, CA

Acreage: 4.5



Amenities

- Lighted outdoor basketball court
- Lighted tennis courts
- Toddler playground structure
- Multipurpose field

Current Lighting Conditions

- Twelve lights illuminating tennis courts
- Four lights illuminating outdoor basketball courts

Facility Challenges: no permanent restroom facility, no off street parking, comingled youth and adult play area

Lighting

Proposed Improvements

- Playground structure enhancements
- Resurface tennis courts
- Windscreens and nets for tennis courts
- Prefabricated covered metal shade family picnic shelter
- Prefabricated outdoor restroom structure
- Installation of 10 trash receptacles
- Installation of 3 barbeque units
- Installation of 6 picnic tables
- Installation of 5 park benches



Proposed Cost: \$250,396

#11.

Walter Tucker Neighborhood Park

560 West Laurel Street

Compton, CA

Acreage: 4.9

Amenities

- Indoor restroom facility
- Community meeting room
- Multipurpose room
- Off street parking area
- Multipurpose field
- Youth and toddler play area
- Gazebo



Current Lighting Conditions

- 8 flood lights on facility illuminating play area
- 3 lights illuminating off street parking area
- 20 security lights throughout walking area and multipurpose field

Facility Challenges: parking area taken by adjacent housing residents

Proposed Improvements

- Security gate for parking area
- Prefabricated covered metal shade family picnic shelter
- Installation of 10 trash receptacles
- Installation of 3 barbeque units
- Installation of 6 picnic tables
- Installation of 5 park benches

Proposed Cost: \$61,896

Olympic Neighborhood Park

Alameda Street & 91 Freeway

Compton, CA

Acreage: 2.0

Amenities

- Olympic Rings
- Olympic Monument

Facility Challenges: no off street parking, no permanent restroom facility



Proposed Improvements

- Landscape planting on slope
- Enhanced monument
- Lighting of Olympic Rings
- Installation of 6 trash receptacles
- Installation of 5 park benches
- Irrigation modifications

Proposed Cost: \$100,000

Martin Luther King/Cesar Chavez Monument

Willowbrook Avenue/Compton Blvd

Compton, CA 90221

Proposed Improvements

- Landscape planting with drought tolerant plants
- Monument enhancements
- Irrigation modifications

Proposed Cost: \$100,000



RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: AN ASSESSMENT OF COMPTON PARK AND RECREATION FACILITIES

Kelly Montgomery
DEPARTMENT MANAGER’S SIGNATURE

3/11/2015 9:12:12 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/12/2015 11:43:55 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

3/12/2015 9:52:03 AM
DATE

Kelly Montgomery
CITY MANAGER

3/11/2015 9:12:40 PM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
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Asst. City Manager/OAS:	All personnel actions.

March 17, 2015

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY'S OFFICE

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTITY, APPREHENSION AND CONVICTION OF ANY PERSON RESPONSIBLE FOR THE DEATH OF IYSHUN DIONTE TORNERO-BENNETT

SUMMARY

The City Council will consider adopting a Resolution authorizing a reward in the amount of Ten Thousand Dollars (\$10,000.00) for information leading to the identification, apprehension and conviction of the person or persons responsible for the death of Iyshun Dionte Tornero-Bennett (Tornero-Bennett).

BACKGROUND

Iyshun Dionte Tornero-Bennett, age 23, was a resident in the City of Compton. He was a former star football player at Compton High School who was preparing to pursue a career as an X-ray technician. On April 16, 2013, Tornero-Bennett attended a birthday barbeque party with friends and family at a residence located at 1734 West 151st Street in the City of Compton. At approximately 11:52 p.m., an unknown assailant or assailants began shooting at the birthday party goers in attendance in the front yard of the residence. While standing in the front yard of the residence, Tornero-Bennett, along with a 15-year old male and a 39-year old male, were struck by gunfire resulting in the death of Tornero-Bennett. Witnesses reported that the gun shots emanated from an area located west of the party.

Tornero-Bennett, nor any of the other party goers, had no known gang affiliation or criminal history related to this incident. He was an innocent victim of a random act of gang violence.

#14.

Staff Report - Resolution Authorizing Reward
For Murder of Iyshun Dionte Tornero-Bennett
March 17, 2015

STATEMENT OF ISSUE

Pursuant to Section 7-18 of the Compton Municipal Code, the City Council may authorize the offer of a reward for information leading to the determination of the identity of, and the apprehension and conviction of any person whose willful misconduct results in injury or death to any person.

It is believed that there are witnesses to this incident. Offering a reward may often encourage the public's cooperation necessary to apprehend those who have committed serious offenses.

FISCAL IMPACT

The fiscal impact of the reward will not exceed Ten Thousand Dollars (\$10,000.00).

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY ATTORNEY

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTITY, APPREHENSION AND CONVICTION OF ANY PERSON RESPONSIBLE FOR THE DEATH OF IYSHUN DIONTE TORNERO-BENNETT**

WHEREAS, Iyshun Dionte Tornero-Bennett (Tornero-Bennett), age 23, was a resident of Compton, California and a former star football player at Compton High School, who was preparing to pursue a career as an X-ray technician; and

WHEREAS, on April 16, 2013, Tornero-Bennett attended a birthday barbeque party with friends and family at a residence located at 1734 West 151st Street in the City of Compton; and

WHEREAS, on April 16, 2013, at approximately 11:52 p.m., an unknown assailant or assailants began shooting at the birthday party goers in attendance in the front yard of the residence; and

WHEREAS, while standing in the front yard of the residence, Tornero-Bennett, along with a 15-year old male and a 39-year old male, were struck by gunfire resulting in the death of Tornero-Bennett; and

WHEREAS, witnesses reported that the gun shots emanated from an area located west of the party; and

WHEREAS, Tornero-Bennett, nor any of the other party goers, had no known gang affiliation or criminal history related to this incident and was an innocent victim of a random act of gang violence; and

WHEREAS, pursuant to Section 7-18 of the Compton Municipal Code, the City Council may authorize the offer of a reward for information leading to the determination of the identity of, and the apprehension and conviction of any person whose willful misconduct results in injury or death to any person; and

WHEREAS, it is believed that there are witnesses to this incident and the offering of a reward may often encourage the public's cooperation necessary to apprehend those who have committed serious offenses.

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

Section 1. That the City of Compton hereby authorizes the offering of a reward in the amount of Ten Thousand Dollars (\$10,000.00) for information leading to the identification, apprehension and conviction of the person or persons responsible for the death of Iyshun Dionte Tornero-Bennett.

Section 2. That private donations may be added to City funds to increase the size of this reward offer.

Section 3. That the City Manager is authorized to transfer funds from the City Attorney's Budget for this reward in fiscal year 2014-2015 and to set up a fund in fiscal year 2015-2016.

Section 4. That any claim for this reward shall follow the procedure set forth in Compton Municipal Code Section 7-18.

Section 5. That certified copies of this Resolution shall be filed in the offices of the City Controller, City Clerk, City Manager and the City Attorney.

Section 6. 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) ss
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 of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2015.

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

AYES: COUNCIL MEMBERS–
NOES: COUNCIL MEMBERS–
ABSTAIN: COUNCIL MEMBERS–
ABSENT: COUNCIL MEMBERS–

CITY CLERK OF THE CITY OF COMPTON

March 17, 2015

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY'S OFFICE

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTIFICATION, APPREHENSION AND CONVICTION OF ANY PERSON RESPONSIBLE FOR THE DEATH OF VICENTE CASTILLO

SUMMARY

The City Council will consider adopting a Resolution authorizing a reward in the amount of Ten Thousand Dollars (\$10,000.00) for information leading to the identification, apprehension and conviction of the person or persons responsible for the death of Vicente Castillo (Castillo).

BACKGROUND

Vicente Castillo, age 19, was a resident of the City of Compton. He was a full-time student at California State University, Long Beach who recently received a verbal commitment to a full-time scholarship to play soccer in Barcelona, Spain for one of the developmental teams associated with the professional Los Angeles Galaxy Soccer organization.

On December 23, 2014, Castillo and a friend were driving home after finishing an early morning work-out at a local 24-hour gym. At approximately 1:20 a.m., Castillo noticed the driver in a vehicle traveling next to him who he erroneously believed to be a friend and proceeded to follow the vehicle in an attempt to make contact with his perceived friend. Unbeknownst to Castillo, the driver in the other vehicle was not a friend of Castillo and as a result of being followed, the unknown driver suddenly stopped his vehicle at the intersection of White Avenue and Rose Street and angrily approached Castillo's vehicle. Castillo, after realizing this person was not his friend, attempted to drive away but before he could do so, the unknown driver of the other vehicle fired a gunshot at Castillo striking him in the chest resulting in the death of Castillo.

Castillo, who was raised in the City of Compton, was just blocks away from his residence where the shooting occurred and was an innocent victim of unnecessary violence.

STATEMENT OF ISSUE

Pursuant to Section 7-18 of the Compton Municipal Code, the City Council may authorize the offer of a reward for information leading to the identification, apprehension and conviction of any person whose willful misconduct results in injury or death to any person.

It is believed that there are witnesses to this incident. Offering a reward may often encourage the public's cooperation necessary to apprehend those who have committed serious offenses.

FISCAL IMPACT

The fiscal impact of the reward will not exceed Ten Thousand Dollars (\$10,000.00).

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY ATTORNEY

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTIFICATION, APPREHENSION AND CONVICTION OF ANY PERSON RESPONSIBLE FOR THE DEATH OF VICENTE CASTILLO**

WHEREAS, Vicente Castillo (Castillo), age 19, was a resident of the City of Compton and a full-time student at California State University, Long Beach who recently received a verbal commitment to a full-time scholarship to play soccer in Barcelona, Spain for one of the developmental teams associated with the professional Los Angeles Galaxy soccer organization; and

WHEREAS, on December 23, 2014, at approximately 1:20 a.m., Castillo, while driving home after finishing an early morning work-out at a local 24-hour gym with a friend, noticed the driver in a vehicle traveling next to him who he erroneously believed to be a friend and proceeded to follow the vehicle in an attempt to make contact with his perceived friend; and

WHEREAS, unbeknownst to Castillo, the driver in the other vehicle was not a friend of Castillo and as a result of being followed, the unknown driver suddenly stopped his vehicle at the intersection of White Avenue and Rose Street in the City of Compton and angrily approached Castillo's vehicle; and

WHEREAS, Castillo, after realizing this person was not his friend, attempted to drive away but before he could do so, the unknown driver of the other vehicle fired a gunshot at Castillo striking him in the chest resulting in the death of Castillo; and

WHEREAS, Castillo, who was raised in the City of Compton, was just blocks away from his residence where the shooting occurred and was an innocent victim of unnecessary violence; and

WHEREAS, Detectives from the Los Angeles County Sheriff's Department – Homicide Bureau believe there are witnesses in the neighborhood that may have witnessed the shooting, as well as the suspect leaving the area; and

WHEREAS, pursuant to Section 7-18 of the Compton Municipal Code, the City Council may authorize the offer of a reward for information leading to the identification, apprehension and conviction of any person whose willful misconduct results in injury or death to any person; and

WHEREAS, it is believed that there are witnesses to this crime and the offering of a reward may often encourage the public's cooperation which may be necessary to apprehend those who have committed serious offenses.

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

Section 1. That the City of Compton hereby authorizes the offering of a reward in the amount of Ten Thousand Dollars (\$10,000.00) for information leading to the identification, apprehension and conviction of the person or persons responsible for the death of Vincent Castillo.

Section 2. That private donations may be added to City funds to increase the size of this reward offer.

Section 3. That the City Manager is authorized to transfer funds from the City Attorney's Budget to set up a fund for this reward in fiscal year 2014-2015 and to set up a fund in fiscal year 2015-2016 for this reward.

Section 4. That the authorization of this reward and any claim for this reward shall follow the procedure set forth in Compton Municipal Code Section 7-18.

Section 5. That certified copies of this Resolution shall be filed in the offices of the City Controller, City Clerk, City Manager and the City Attorney.

Section 6. 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) ss
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 of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2015.

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

AYES: COUNCIL MEMBERS–
NOES: COUNCIL MEMBERS–
ABSTAIN: COUNCIL MEMBERS–
ABSENT: COUNCIL MEMBERS–

CITY CLERK OF THE CITY OF COMPTON

March 17, 2015

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: DELMONSHA GREEN, DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER
TO NAN MC KAY & ASSOCIATES FOR CONSULTING SERVICES TO
REVIEW AND REVISE THE ADMINISTRATIVE PLAN OF THE
COMPTON LOCAL HOUSING AUTHORITY (\$5,697.00)**

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a purchase order in the amount of Five Thousand Six Hundred Ninety Seven Dollars (\$5,697.00) to Nan Mc Kay & Associates for consulting services rendered to review and revise the Administrative Plan of the Compton Local Housing Authority ("Compton LHA").

BACKGROUND

The Compton LHA was established in conjunction with the Department of Housing and Urban Development ("HUD") to assist low income individuals and families to obtain housing in the private rental market. The Compton LHA administers the assisted housing program entitled the "Housing Choice Voucher Program" (commonly known as "Section 8") and currently assists approximately 900 families with their housing needs. HUD has established rules and regulations all Housing Authorities must follow; however, it is up to the individual Housing Authority to develop an Administrative Plan to provide specific guidelines on following these rules and regulations.

STATEMENT OF ISSUE

The Administrative Plan of a Public Housing Agency is a very fluid document. Whenever HUD enacts a new policy, the Administrative Plan must be amended to include the new regulation as well as the procedure to follow to incorporate the new regulation. It has been common practice that the Compton LHA staff develops, create and implement any amendments to the Administrative Plan. However, the Compton LHA, along with many other Public Housing agencies, are currently being pro-active by contracting with a consultant to review their Administrative Plan to ensure all guidelines are up to date in accordance with HUD requirements.

Nan Mc Kay & Associates is the leading provider of consulting, training, and products to the Public Housing and Housing Choice Voucher industry. The training classes and

**Staff Report – Resolution Authorizing P.O. to Nan McKay
& Associates for Review/Revision of Compton LHA Administrative Plan
March 17, 2015, page 2**

workshops sponsored by Nan Mc Kay & Associates are endorsed and supported by HUD as well as Public Housing agencies across the country.

ANALYSIS/ALTERNATIVE

When HUD enacts a new rules or regulations, it has been common practice that Public Housing agencies have staff members create and develop the amendments to the Administrative Plan. However, it is prudent and pro-active to have an objective review of the Administrative Plan to ensure all HUD guidelines are being met.

Upon investigation of consultants in this field, it was determined that the other alternative for review of the Compton LHA's Administrative Plan would be to hire an actual HUD employee as a consultant. The accompanying requirements of screening, contract negotiation, etc., of this potential consultant would cause a burden to the Compton LHA financially as well as staff time needed to complete those requirements.

The alternative to not reviewing the Administrative Plan is the Compton LHA being audited by HUD for not complying with a recent rule or regulation change. Although the Administrative Plan has been continually updated by Compton LHA staff, the consultation with Nan Mc Kay & Associates is a pro-active measure to ensure all HUD requirements have been met. The Compton LHA has always been rated by HUD as a "high performing agency" and ensuring the Administrative Plan is detailed and complete will help this rating to continue.

FISCAL IMPACT

The Urban Community Development Commission ("UCDC") is the governing body of the Compton Local Housing Authority, thus a companion resolution has been presented to that legislative body for authorization to enter into the professional services agreement with Nan McKay & Associates for the requested services provided over a three (3) day period - November 18th through November 20th, 2014. However, the Local Housing Authority's budget is controlled by the City Council; therefore, Council approval is needed for issuance of the purchase order.

The cost for the consulting services agreement with Nan Mc Kay & Associates is Five Thousand Six Hundred Ninety Seven Dollars (\$5,697.00). The source for the funding is in the Compton LHA's 2014-2015 Fiscal Year budget under Contracted Services, Account No. 2820 790 000 4262.

The services provided by Nan Mc Kay & Associates are being deducted from the Compton LHA budget and therefore will have no fiscal impact on the City's General Fund.

**Staff Report – Resolution Authorizing P.O. to Nan McKay
& Associates for Review/Revision of Compton LHA Administrative Plan
March 17, 2015, page 3**

RECOMMENDATION

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

**DELMONSHA GREEN, DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY**

APPROVED FOR FORWARDING

**JOHNNY FORD
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO NAN MC KAY & ASSOCIATES FOR CONSULTING SERVICES TO REVIEW AND REVISE THE ADMINISTRATIVE PLAN OF THE COMPTON LOCAL HOUSING AUTHORITY (\$5,697.00)

WHEREAS, the Compton LHA was established in conjunction with the Department of Housing and Urban Development (“HUD”) to assist low income individuals and families to obtain housing in the private rental market; and

WHEREAS, HUD has established rules and regulations all Housing Authorities must follow; however, it is up to the individual Housing Authority to develop an Administrative Plan to provide specific guidelines on following these rules and regulations; and

WHEREAS, it has been common practice that the Compton Local Housing Authority staff develops, create and implement any amendments to the Administrative Plan, however, the Compton Local Housing Authority, along with many other Public Housing agencies, are currently being pro-active by contracting with a consultant to review their Administrative Plan to ensure all guidelines are up to date in accordance with HUD requirements; and

WHEREAS, Nan Mc Kay & Associates is the leading provider of consulting, training, and products to the Public Housing and Housing Choice Voucher industry and training classes and workshops sponsored by Nan Mc Kay & Associates are endorsed and supported by HUD as well as Public Housing agencies across the country; and

WHEREAS, the cost for the professional services provided during the week of November 17th, 2014 (i.e. November 18th through November 20th) will be Five Thousand Six Hundred and Ninety-Seven Dollars (\$5,697.00); and

WHEREAS, the funds have been allocated in the Fiscal Year 2014-2015 Budget.

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

Section 1. That the City Manager is hereby authorized to issue a purchase order in the amount of Five Thousand Six Hundred Ninety Seven Dollars (\$5,697.00) to Nan Mc Kay & Associates for consulting services rendered to review and revise the administrative plan of the Compton Local Housing Authority.

Section 2. That funds for these services are available in Account No. 2820 790 000 4262.

Section 3. That a certified copy of this Resolution shall be filed in the Offices of the City Clerk, City Manager, City Attorney and the Compton Local Housing Authority.

Section 4. 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: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the forgoing Resolution was adopted by the City Council, signed by the Mayor, attested to by the City Clerk at a 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-
ABSTAIN: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COMPTON LOCAL HOUSING AUTHORITY
AND
NAN MCKAY AND ASSOCIATES, INC.**

This **AGREEMENT** is entered by and between the **CITY OF COMPTON LOCAL HOUSING AUTHORITY**, a public body, corporate and politic of the State of California (hereinafter referred to as "**HOUSING AUTHORITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **NAN MCKAY AND ASSOCIATES, INC.** (hereinafter referred to as "**CONSULTANT**"), located at 1855 Gillespie Way, El Cajon, California 92020.

AGREEMENT:

1. **Services to be rendered by Consultant.** It is the mutual understanding of the parties that the Consultant shall perform and provide professional consulting services to assist the Housing Authority with reviewing and revising the Administrative Plan. Significant project deliverables shall include, but not be limited to the following:

- Consultant will be onsite at Housing Authority for period of three (3) consecutive days to work with management and supervisors on discretionary areas of the Administrative Plan
- Consultant will facilitate policy decision-making, provide input and recommendations
- Consultant will provide electronic drafts of the Administrative Plan

as described within Consultant's **Proposal for Administrative Plan Consulting Services**, which is incorporated herein.

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

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

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the

provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of Housing Authority, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services.

Edward Lee Adams, Regional Account Manager, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. **Duration of Contract.** The term of this Agreement shall commence upon Notification to Proceed from the Housing Authority to Consultant, who shall proceed in a diligent and professional manner until the project is complete, unless this Agreement is terminated as provided herein. The parties anticipate that Consultant's services shall be completed by or before November 21, 2014.

3. **Compensation.** The method of payment for the services will be based on a time and material basis, billable at the costs identified in Consultant's "**Fee Schedule**" statement within of Consultant's **Proposals**, which are incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for all services to be provided by the Consultant pursuant to this Agreement shall be limited to a not-to-exceed amount of **Five Thousand Six Hundred Ninety Seven Dollars (\$5,697.00)**.

The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the Housing Authority. Adjustment in the total compensation will not be effective until authorized and approved in writing by the Executive Secretary.

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

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

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

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

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

4. Ownership of Materials. Consultant agrees that all product produced and other work product created or assembled by it by Consultant or its agents, employees, and subcontractors in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the Housing Authority and as such is the sole property of the Housing Authority. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of the Housing Authority, as set forth or called for herein, Consultant hereby sells, transfers, conveys and assigns any and all of its rights therein to the Housing Authority. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to Housing Authority pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

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

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

conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the Housing Authority. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to Housing Authority officials, officers, or employees. Consultant expressly waives any claim to such rights.

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

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

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

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

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

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the Housing Authority, Consultant will not

subcontract any portion of the services without prior written approval of the Executive Secretary or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to Housing Authority for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and Housing Authority. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by Housing Authority.

9. **Other Consultants.** The Housing Authority reserves the right to employ other consultants in connection with this project.

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

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

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

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or Executive Secretary, in consultation with the Commission General Counsel approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. Housing Authority, its officials, officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers

Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

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

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

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

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

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

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

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

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of Housing Authority during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

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

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

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

The Housing Authority'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 Urban Community Development Commission's appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Commission does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the Housing Authority.

Either Party, upon tendering fifteen (15) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of Housing Authority, Consultant will assemble the Work Product without charge and put it in order for proper filing and closing and deliver it to Housing Authority. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable

under this Agreement. Housing Authority will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, Housing Authority 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.

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

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

- is not currently under suspension, 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.

Professional Services Agreement – Nan McKay and Associates, Inc.
Revision of Administrative Plan
Compton Local Housing Authority

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.

Edward L. Adams
Edward L. Adams (Oct 20, 2014)

Oct 20, 2014

Edward Lee Adams, Regional Manager

Date

20. **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.

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

22. **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.

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

Professional Services Agreement – Nan McKay and Associates, Inc.
Revision of Administrative Plan
Compton Local Housing Authority

24. 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.

25. Amendments. This Agreement may be modified or amended only by written document executed by both Consultant and Urban Community Development Commission's Executive Secretary and approved as to form by the Commission General Counsel. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

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

27. 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 Commission Executive Secretary is authorized, in consultation with the Commission General Counsel, 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.

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

To Consultant:

Nan McKay and Associates, Inc.
1855 Gillespie Way
El Cajon, California 92020
Attn: Edward Lee Adams
(800) 783-3100
(619) 258-5791 – fax.

To Housing Authority:

City of Compton Local Housing Authority
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director
(310) 605-3080
(310) 605-3096 – fax.

With copy to:

City of Compton Local Housing Authority
205 South Willowbrook Avenue
Compton, California 90220
Attn: Executive Secretary

Professional Services Agreement – Nan McKay and Associates, Inc.
 Revision of Administrative Plan
 Compton Local Housing Authority

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

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

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

IN WITNESS WHEREOF, CONSULTANT has executed this Agreement, and the CITY OF COMPTON HOUSING AUTHORITY, by its Executive Secretary, who is authorized to do so, has executed this Agreement.

NAN MCKAY AND ASSOCIATES, INC.
 CONSULTANT

Dated: Oct 21, 2014

By *Carroll H. Vaughan*

Professional Services Agreement – Nan McKay and Associates, Inc.
Revision of Administrative Plan
Compton Local Housing Authority

CITY OF COMPTON LOCAL HOUSING AUTHORITY
Recommended for Approval:

Dated: _____

By: _____
Delmonsha Green, Director
Compton Local Housing Authority

Approved By:

Dated: _____

By: _____
Johnny Ford
Executive Secretary

Approved as to form:

Dated: _____

By: _____
Craig J. Cornwell
Commission General Counsel

ATTEST:

Dated: _____

By: _____
Alita Godwin
Commission Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO NAN MC KAY & ASSOCIATES FOR CONSULTING SERVICES TO REVIEW AND REVISE THE ADMINISTRATIVE PLAN OF THE COMPTON LOCAL HOUSING AUTHORITY (\$5,697.00)

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

3/11/2015 7:36:19 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/12/2015 11:10:56 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

3/12/2015 9:51:22 AM
DATE

Kelly Montgomery
CITY MANAGER

3/11/2015 8:23:03 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.

March 17, 2015

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JOHNNY FORD, CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PARKS & RECREATION 2014-2015 FISCAL YEAR BUDGET TO ALLOCATE LEASE REVENUE BONDS, FUNDS RESERVED FOR THE RENOVATION OF SIBRIE AND ALONDRA REGIONAL PARK

SUMMARY

This resolution request the City of Compton City Council amend the Parks & Recreation 2014-2015 Fiscal Year budget for the design, improvement, and renovation of several City owned parks.

BACKGROUND

On April 15, 2014, City Council approved through resolution #23,931 to amend the Parks & Recreation FY 2013-2014 annual budget and allocate \$1,200,250 of Lease Revenue Bonds, \$200,000 of funds reserved for the renovation of Sibrie Park, and \$2,735,939 of funds reserved for the design and renovation of Alondra Regional Park in order to finance the C.A.R.E. (Compton Athletic and Recreational Enhancements) Improvement Plan. The plan consisted of the design and construction of a total of nine parks plus the Martin Luther King/Cesar Chavez Monument. The improvement of these projects will serve to increase community pride, enhance the quality of life for all Compton residents as well as improve the ability of the Parks and recreation Department to provide quality recreation programs.

STATEMENT OF ISSUE

The C.A.R.E. Improvement Plan is currently underway. However, the funding approved by City Council through resolution #23,931 was not carried over to the Parks & Recreation Departments' Fiscal Year 2014-2015 Annual Budget. In order to complete the improvement projects, staff is recommending that the Parks & Recreation Department Fiscal Year 2014-2015 Annual Budget be amended as follows:

Increase Revenue
Account Number

Description

Amount

1069-000-000-3569

Prior Yr Revenue 2013-2014
Alondra Regional Park

\$2,735,939

#17.

Increase Expenditures

Account Number	Description	Amount
1069-840-000-4262	Alondra Regional Park Other Contract Services	\$2,735,939

Increase Revenue

Account Number	Description	Amount
2679-000-000-3980	Prior Yr Revenue 2013-2014 Sibrie Park Renovation	\$200,000

Increase Expenditures

Account Number	Description	Amount
2679-840-001-4262	Sibrie Park Renovation	\$200,000

Increase Revenue

Account Number	Description	Amount
3030-000-000-3980	Prior Yr Revenue 2013-2014 Lease Revenue Bonds	\$1,200,250

Increase Expenditures

Account Number	Description	Amount
3030-840-000-4262	Capital Outlay – Other Lease Revenue Bonds	\$1,200,250

FISCAL IMPACT

This resolution will have minimal impact on the General Fund. However, the Parks and recreation Departments' Fiscal Year 2014-2015 Annual Budget would increase by \$4,136,189.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to amend the Parks & Recreation Departments' Fiscal Year 2014-2015 Annual Budget.

MARVIN C. HUNT
PARKS & RECREATION, DIRECTOR

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE PARKS &
RECREATION 2014-2015 FISCAL YEAR BUDGET TO ALLOCATE
LEASE REVENUE BONDS, FUNDS RESERVED FOR THE
RENOVATION OF SIBRIE AND ALONDRA REGIONAL PARK

WHEREAS, on April 15, 2014, City Council approved through resolution #23,931 to amend the Parks and Recreation Fiscal Year 2014-2015 Annual Budget ; and

WHEREAS, funds would be allocated to finance the C.A.R.E (Compton Athletic and Recreational Enhancements) Improvement Project; and

WHEREAS, the plan consisted of the design and construction of nine parks plus the Martin Luther King/Cesar Chavez Monument; and

WHEREAS, the improvement of these parks will serve to increase community pride, enhance the quality of life for all Compton residents as well as improve the ability of the Parks and recreation Department to provide quality recreation programs; and

WHEREAS, in order to implement the C.A.R.E. Improvement Plan, the balances from the following funding sources will need to be allocated into the 2014-2015 Fiscal Year Budget:

Lease Revenue Bonds	\$1,200,250
Sibrie Park Restoration Fund	\$200,000
Alondra Regional Park Fund	\$16,000
TOTAL	\$1,416,250

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

SECTION 1. That the Fiscal Year 2014-2015 revenues and expenditures are amended as follows for the design, improvement, and renovation of various City owned parks:

Increase Revenue

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
3030-000-000-3980	Prior Yr Revenue 2013-2014 (Lease Revenue Bonds)	\$1,200,250

Increase Expenditure

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
3030-840-000-4334	Capital Outlay-Other (Lease Revenue Bonds)	\$1,200,250

RESOLUTION NO. _____
Page 2

Increase Revenue		
1069-000-000-3569	Prior Yr Revenue 2013-2014 (Alondra Regional Park)	\$16,000
Increase Expenditure		
1069-840-000-4262	Alondra Regional Park - Other Contract Services	\$16,000
Increase Revenue		
2679-000-000-3980	Prior Yr Revenue 2013 -2014 (Sibrie Park Renovation)	\$200,000
Increase Expenditure		
2679-840-001-4262	Sibrie Park Renovation	\$200,000

SECTION 2. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Attorney, and the City Clerk.

SECTION 3. That the Mayor shall sign and the City Clerk shall attest to 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 a regular meeting thereof held on the _____ day of _____, 2015.

That said resolution was adopted by the following vote:

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Recreation

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PARKS & RECREATION 2014-2015 FISCAL YEAR BUDGET TO ALLOCATE LEASE REVENUE BONDS, FUNDS RESERVED FOR THE RENOVATION OF SIBRIE AND ALONDRA REGIONAL PARK

Marvin Hunt
DEPARTMENT MANAGER’S SIGNATURE

3/5/2015 3:32:10 PM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

3/11/2015 1:14:34 PM
DATE

Johnny Ford
CITY MANAGER

3/5/2015 4:09:00 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.

March 17, 2015

TO: MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CITY ATTORNEY'S OFFICE

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY ATTORNEY TO ENTER INTO AN AGREEMENT WITH BOB MURRAY AND ASSOCIATES TO CONDUCT A NATIONWIDE EXECUTIVE SEARCH FOR THE POSITION OF CITY MANAGER

BACKGROUND

The City Council is responsible for the appointment of the City Manager position for the City of Compton. On December 30, 2014, a proposal was submitted by Bob Murray and Associates to provide executive search services for the position of City Manager. A proposal was also submitted by Ralph Anderson and Associates on January 8, 2015. On February 3, 2015, three (3) executive search firms were also invited to submit proposals to assist the Council in recruiting, interviewing and selecting a new City Manager. They were asked to respond within seven (7) days of the letter. One of the three firms declined and the other two did not respond.

Ralph Anderson & Associates specializes in executive searches for public entities and is highly qualified to conduct a search for City Manager for the City of Compton. They have presented a fixed fee proposal in the amount of \$50,000 to conduct a national search for the City Manager position.

Bob Murray and Associates also specializes in providing quality recruitment services to local governments. They have proposed a consulting fee for conducting the City Manager recruitment on behalf of the City of Compton in the amount of \$18,500 plus expenses which they estimate at \$6,500. The proposal totals \$25,000.

Both firms are prepared to begin work immediately and anticipate that they can make a recommendation in 75-90 days from the execution of the agreement. Both firms also will conduct the search at no cost (except for expenses) to the City if a selected candidate resigns or is terminated within one year.

FISCAL IMPACT

The cost of the executive search services are not-to-exceed \$25,000. These funds are available in account numbers 1001-510-000-4262 (\$7,000.00) and 1001-510-000-4269 (\$18,000).

#18.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager execute a professional services agreement with Bob Murray and Associates.

CRAIG J. CORNWELL
CITY ATTORNEY

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
WITH BOB MURRAY AND ASSOCIATES TO CONDUCT A NATIONWIDE
EXECUTIVE SEARCH FOR THE POSITION OF CITY MANAGER**

WHEREAS, pursuant to Section 703 of the City's Charter, the City Council is responsible for the appointment of the City Manager; and

WHEREAS, on December 30, 2014, a proposal was submitted by Bob Murray and Associates to provide executive search services for the position of City Manager; and

WHEREAS, a proposal was also submitted by Ralph Anderson and Associates on January 8, 2015; and

WHEREAS, on February 3, 2015, three (3) additional executive search firms were also invited to submit proposals to assist the Council in recruiting, interviewing and selecting a new City Manager; and

WHEREAS, one of the three firms declined and the other two did not respond.

WHEREAS, Ralph Anderson & Associates specializes in executive searches for public entities and is highly qualified to conduct a search for City Manager for the City of Compton and has presented a fixed rate proposal in the amount of \$50,000 to conduct a national search for the City Manager position; and

WHEREAS, Bob Murray and Associates also specializes in providing quality recruitment services to local governments and has proposed a \$18,500 consulting fee and up to \$6,500 in expenses for conducting the City Manager recruitment on behalf of the City of Compton; and

WHEREAS, both firms are prepared to begin work immediately and anticipate that they can make a recommendation in 75-90 days from the execution of the agreement; and

WHEREAS, both firms also will conduct the search at no cost (except for expenses) to the City if a selected candidate resigns or is terminated within one year; and

WHEREAS, Staff is recommending the firm of Bob Murray and Associates.

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

Section 1. That the City Council of the City of Compton authorizes the City Manager to enter into an agreement with Bob Murray and Associates to conduct a nationwide executive search for the position of City Manager for a sum (including expenses) not-to-exceed twenty-five thousand dollars (\$25,000) upon the advice and approval of the City Attorney.

Section 2. That funds are available in the 2014-2015 Fiscal Year Budget for the above referenced professional services as follows:

1001-510-000-4269 (\$18,000)
1001-510-000-4262 (\$ 7,000)

RESOLUTION NO.
Page 2

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

Section 4. That the Mayor shall sign and 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 of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held this _____ day of _____2015.

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

AYES: COUNCIL MEMBERS-
NOYES: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

March 17, 2015

TO: MAYOR AND CITY COUNCIL

**FROM: PAIGE VAUGHAN, CHIEF BUILDING OFFICIAL
BUILDING AND SAFETY DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ENTER
INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND
ISSUE A PURCHASE ORDER TO INTERWEST CONSULTING
GROUP FOR COMPLEX BUILDING PLAN CHECK AND
EMERGENCY INSPECTION SERVICES FOR THE 2014/15
FISCAL YEAR (\$200,000)**

SUMMARY

This resolution authorizes the City Manager to enter into an agreement with and issue a purchase order to Interwest Consulting Group to provide “as-needed” complex building plan checks and emergency inspection services to the Building and Safety Department (“Department”), for an amount not to exceed \$200,000.00 for the 2014-2015 Fiscal Year (July 1, 2014 through June 30, 2015).

BACKGROUND

Based on the unique nature of the projects and activities of the Department and the expertise and experience of in-house personnel, on occasion the Department may need to employ the services of an outside firm to provide complex plan checks, expedited plan checks, supplemental plan checks and inspection services, while ensuring full compliance with all applicable codes and regulations.

STATEMENT OF THE ISSUE

Interwest Consulting Group has performed complex plan check and emergency inspection services for the City in the past and has performed efficiently in both plan check services and inspection services. This will allow the Department to continue to provide the complex plan checks and required inspections in an effort to maintain the quality of life for the citizens of Compton.

Interwest Consulting Group has provided the complex plan checks for the Building and Safety Department since July 1, 2014, and has billed the City for Fifty Two Thousand, Four Hundred Twenty One Dollars and Sixty Three Cents (\$52,421.63), which equates to their 70% share of the fees.

#19.

Staff Report – Resolution Authorizing Contract/P.O.
Interwest Consulting Group – Complex Plan Check
March 17, 2015, page 2

FISCAL IMPACT

The funds for these services are collected prior to the services being rendered. Upon completion of the services Interwest Consulting Group bills the City for their 70% portion of the fees which have already been collected. The 30% balance of the fees collected is deposited into the City's General Fund.

Funds for the "as-needed" complex plan check and emergency inspection services are available in Account No. 1001 770 000 4269 for Two Hundred Thousand Dollars (\$200,000.00).

RECOMMENDATION

That Council adopts the attached resolution authorizing the City Manager to enter into a professional services agreement between the City of Compton and Interwest Consulting Group for complex plan checks and temporary building inspection services not to exceed \$200,000.00 for Fiscal Year 2014-2015.

**PAIGE VAUGHAN, CHIEF BUILDING OFFICIAL
BUILDING AND SAFETY DEPARTMENT**

APPROVED FOR FORWARDING:

**JOHNNY FORD
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH AND ISSUE A
PURCHASE ORDER TO INTERWEST CONSULTING GROUP FOR
COMPLEX BUILDING PLAN CHECK AND EMERGENCY INSPECTION
SERVICES FOR THE 2014/15 FISCAL YEAR (\$200,000)

WHEREAS, the Building and Safety Department has several large commercial development projects, including but not limited to those located in the Gateway Plaza and the Atkinson Brickyard, which require commercial plan checks and emergency inspection services; and

WHEREAS, City staff has recommended that the City contract, on an “as-needed” basis, with the firm of Interwest Consulting Group, a firm highly qualified and experienced with a team of state licensed engineers, plan checkers and inspectors, to provide the additional complex plan check and inspection services needed in order to prevent construction delays and expedite complex plan checks; and

WHEREAS, Interwest Consulting Group has performed complex plan checks and temporary inspection services for the City in the past and has performed efficiently; and

WHEREAS, Interwest Consulting Group has been providing complex plan check services to the Building and Safety Department since July 1, 2014; and

WHEREAS, the table below illustrates the breakdown on how funds will be disbursed between the consultants and the City of Compton; and

PLAN CHECK FEES (*)			EXPEDITED
Consultant	Consultant	Compton	Consultant
Interwest Consulting Group	70%	30%	\$120/hr

WHEREAS, it is estimated that Two Hundred Thousand Dollars (\$200,000.00) is sufficient to fund the additional complex building plan check, expedited plan checks, supplemental plan checks and emergency inspection services for the 2014-2015 Fiscal Year; and

WHEREAS, the funds have been appropriated in the 2014-2015 Fiscal Year budget.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a Professional Services Agreement with Interwest Consulting Group to provide complex building plan checks, expedited plan checks, supplemental plan checks and emergency inspection services for the 2014-2015 Fiscal Year (July 1, 2014 through June 30, 2015) on an “as-needed” basis.

SECTION 2. That a purchase order is authorized to be issued in the amount of Two Hundred Thousand Dollars (\$200,000.00).

SECTION 3. That funds for these services are available in the 2014-2015 Fiscal Year budget in Account No. 1001 770 000 4269 (Other Contract Services).

SECTION 4. That fees in the amount of \$52,421.63, which represent Interwest Consulting Group’s 70% of fees collected, have been accrued since July 1, 2014.

Resolution No. _____
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SECTION 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Attorney, the Building and Safety Department, and City Clerk.

SECTION 6. 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

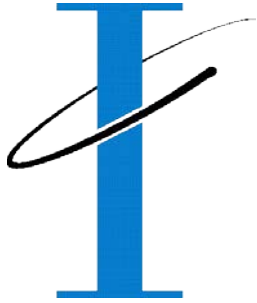
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the forgoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested b the City Clerk at a 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–
ABSTAIN: COUNCIL MEMBERS–

CITY CLERK OF THE CITY OF COMPTON



JUNE 30, 2014

PROPOSAL TO PROVIDE

Plan Review Services

PREPARED FOR

City of Compton

Paige Vaughan, CBO
Director of Building and Safety
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220
(310) 605-5572

BY

Interwest Consulting Group

Ron Beehler, SE, CBO
Regional Manager, Building and Safety Services
8150 Sierra College Boulevard, Suite 100
Roseville, CA 95661
916-273-4663 Direct
916-204-3178 Mobile
www.interwestgrp.com

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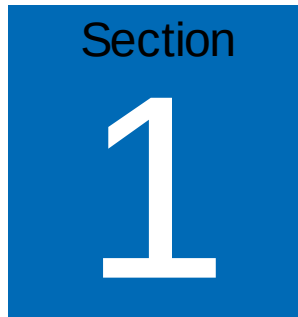
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TRANSMITTAL LETTER

June 30, 2014

Paige Vaughan, CBO
 Director of Building and Safety
 City of Compton
 205 S. Willowbrook Avenue
 Compton, CA 90220
 (310) 605-5572

RE: Proposal to Provide Plan Review Services

Dear Mr. Vaughan,

Interwest Consulting Group is pleased to submit our proposal to provide Plan Review Services to the City of Compton. We understand with the improving economy and in anticipation of planned development projects the City of Compton is seeking the services of building and safety consulting firms to address peak work load demands and to maintain timely services. We understand the City is seeking consulting firms to provide professional services for the plan review of commercial, residential, and government buildings and structures to verify compliance with the most current adopted versions of the California Building Standards Code, Compton City Ordinance Code, and relevant State and Federal Laws.

The team contained within this proposal were carefully screened and selected specifically for their unique experience, licenses, certifications and proposed significant contribution to the City. Of special note is the high degree of work experience and familiarity with building department policies and procedures gained thru experience providing services similar to those being requested.

We view the key elements to serving the City of Compton as follows:

- ✓ Providing qualified and experienced staff to provide plan reviews particularly Certified Accessibility Specialists and Licensed Structural Engineers.
- ✓ Providing professional services for Plan Review of construction projects.
- ✓ Providing a high level of customer service for internal and external customers
- ✓ Balancing the needs of the community by providing third party services on particularly large and/or complex projects in order to maintain reasonable response times for department services.

Interwest Consulting Group provides building plan review and inspection services too many communities throughout California and presently provides these services to the nearby City of Pomona, City of Lake Forest, City of Eastville, and many more California communities.

#19.

Ron Beehler will be the main point of contact and his contact information is listed below.

Ron Beehler, S.E.
8150 Sierra College Boulevard, Suite 100
Roseville, CA 95661
916-273-4663 Direct
916-204-3178 Mobile
rbeehler@interwestgrp.com

We look forward to the opportunity of serving the City of Compton and helping to add to your continued success.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Beehler", is positioned above the typed name.

Ron Beehler, SE, CBO
Regional Manager
Building Safety Services

Section

2

Firm Profile

ORGANIZATION

Interwest Consulting Group has extensive experience and a proven track record of seamlessly integrating building inspection, plan review, and permit processing staff as needed in a cost effective manner. Interwest Consulting Group has been in business since 2002 and was founded by individuals with a passion for serving municipalities. We currently employ over 220 employees spanning a multitude of disciplines, roles and job placements to municipalities within building and safety and public works departments throughout California.

Our services are specifically tailored to fit the needs of our client, which is why we can provide a single staff member or a complete team to help you reach your goals. We provide a full range of services to more than 100 public agencies throughout California including:

- ✓ *Building and Safety Services*
- ✓ *City Engineering*
- ✓ *Capital Improvement Program Management*
- ✓ *Development Improvement Plan/Map Review and Entitlement*
- ✓ *Information Technology (IT)*
- ✓ *Construction Management and Inspection Services*
- ✓ *Real Property Services*
- ✓ *Geographic Information System (GIS)*
- ✓ *Transportation Planning and Policy Development*
- ✓ *Transportation Program Management and Funding Assistance*
- ✓ *Traffic Engineering*

Interwest Consulting Group is comprised of Civil Engineers, Structural Engineers, Electrical Engineers, Fire Protection Engineers, Mechanical Engineers, Certified Plans Examiners, ICC Certified Inspectors, Certified Access Specialist (CASP), and other professionals specializing in providing complete plan review and inspection services to local government agencies.

Our business model is built on simple yet vital customer service principles—offer thorough, quality and timely services. We do not offer design services and as a result, we provide unbiased plan reviews and avoid conflicts of interest as could occur with firms engaging in both plan review and design services.

INTERWEST ADVANTAGE

Interwest provides the best solution for the City of Compton's building department needs due to our extensive background and expertise providing similar Building & Safety services to jurisdictions throughout California. We have many years of experience providing Building Services from a single staff member to providing entire fully staffed Building Departments.

ADDITIONAL RESOURCE LOCATIONS

NORTHERN CALIFORNIA

6280 W. Las Positas Boulevard
Suite 200
Pleasanton, CA 94588
925.462.1114 Office

9300 West Stockton Boulevard
Suite 105
Elk Grove, CA 95758
916.683.3340 Office

8150 Sierra College Boulevard
Suite 100
Roseville, CA 95661
916.781.6600 Office

SOUTHERN CALIFORNIA

15061 Springdale Street
Suite 205
Huntington Beach, CA 92649
714.899.9039 Office

9519 Chamberlain Street
Ventura, CA 93004
805.659.0017 Office

CENTRAL CALIFORNIA

7491 N. Remington Avenue
Suite 103
Fresno, CA 93711
559.448.9839 Office

COLORADO

1218 W. Ash Street
Suite C
Windsor, CO 80550
970.674.3300 Office

1505 Patton Drive
Boulder, CO 80303
303.444.0524 Office

NEVADA

4815 W. Russell Road
Suite 11K
Las Vegas, NV 89118
702.476.2200 Office

Our convenient
locations and
responsive staff
help you get what
you want when
you need it.

COMPARABLE CONTRACTS

Listed below are several Northern California clients where we presently provide services similar to those outlined in the RFQ. Interwest provides complete Building and Safety services as needed which include, building official, plan review, field inspection, permit technician, CASp and administration assistance. We can provide a single staff member or a complete team of professionals to deliver the needed services. We pride ourselves in being able to tailor our services and service levels based on the client’s needs.

CLIENT	SCOPE OF WORK
City of Bell	Building Official, Plan Review & Inspection
City of Big Bear Lake	Plan Review & Inspection
City of Coachella	Building Official, Plan Review & Inspection
City of Costa Mesa	Plan Review & Inspection
City of Covina	Plan Review & Inspection
City of Eastvale	Building Official, Plan Review, Inspection & Permit Technician
City of Irvine	Plan Review & Inspection
City of Hemet	Plan Review & Inspection
City of Lake Forest	Building Official, Plan Review, Inspection & Permit Technician
City of Murrieta	Building Official, Plan Review & Inspection
City of Newport Beach	Plan Review & Inspection
City of Paso Robles	Plan Review
City of Pomona	Building Official, Plan Review, Inspection & Permit Technician
City of San Marcos	Inspection
City of Temecula	Inspection
City of Tustin	Plan Review & Inspection
City of Vernon	Plan Review & Inspection
City of Wildomar	Building Official, Plan Review, Inspection & Permit Technician
City of Yorba Linda	Plan Review & Inspection
Los Angeles County	Plan Review, Inspection & Permit Technician
Mono County	Plan Review

Section

3

Qualifications and Experience

We have assembled a team of experienced professionals including multiple CA licensed structural engineers and CASp certified plans examiners to provide Building and Safety Services to the City of Compton. Our talented staff shares a wealth of ideas and experiences spanning a broad spectrum of communities dealing with a fixed internal capacity and peak workload demands. This varied expertise allows us to hone the best processes and methods allowing us to use our experience to assist your jurisdiction. Our staff is knowledgeable code experts and experienced problem solvers who will work with citizens and the building community to successfully resolve problems that may arise during the plan review and

construction process.

PRIMARY CONTACT & LOCATION

Services will be directed from our Roseville office. We propose Ron Beehler, SE, as the project manager and the key point of contact for issues regarding services. Ron and additional staff members will provide plan review, building inspection services, CASp services and any additional support needed to the City of Compton. Through his supervision, you will have seamless and constant communication with our project team. Ron is fully authorized to negotiate contracts on behalf of Interwest Consulting Group. Ron will oversee and schedule all plan review work and inspection services. He will ensure that the City's needs and desires are being met and are responsible for quality control for all services. Ron's contact information is as follows:

Ron Beehler, SE, CBO
Regional Manager, Building and Safety Services
rbeehler@interwestgrp.com
Phone: 916.273.4663
Mobile: 916.204.3178

Ron has extensive experience within the building industry; he is a licensed Structural Engineer in the State's of California and Nevada and has been involved with both the plan review and inspections of numerous complicated and high profile projects. Additionally, as Regional Manager for Interwest's Building and Safety Group, Ron has coordinated plan review, inspection and counter services for many cities, counties, and state agencies throughout California providing him with insight on best practices for delivery of building department services. Ron recently provided building official services for the City of American Canyon, which included supervision of all public counter and customer service staff, all plan review and building inspection services and all code enforcement staff and code enforcement activities for the City. Ron has also recently presented full day and half day classes on a variety of plan review and building code related topics for professional organizations including CALBO, Sacramento Valley Association of Building Officials, San Joaquin Chapter of the ICC, Southern Nevada ICC's EduCode and the Yosemite ICC Chapter.

Supporting Ron is a highly-qualified, knowledgeable and motivated staff of engineers, plans examiners, inspection and administrative personnel. They know and thoroughly understand the dynamics and requirements of working with and within jurisdictions. They are skilled in sensitive, large-scale construction projects or working with demanding customers and project schedules while delivering accurate and on-time plan reviews and inspection services. Resumes for each proposed staff member are included. Additional support, if required, is always available from our other branch office locations.

We offer experienced and CA licensed structural engineers, highly qualified and ICC certified building officials and plan examiners, seasoned ICC Certified inspectors, CASp certified staff as well as ICC certified building technicians with extensive experience. All of our personnel are knowledgeable jurisdictional staff and understand the procedures,

policies, and deadlines necessary to keep building departments running smoothly. We work strictly for public agency clients thus avoiding any conflict of interest.

As municipal consultants to many jurisdictions, Interwest staff is highly adaptive to all processes and procedures and quickly and seamlessly assimilates to your specialized requirements. All personnel are cross-trained in municipal operations to successfully bridge across departments and are accustomed to partnering, assisting, and coordinating with Planning, Public Works, Code Enforcement and other vital City staff and departments.

With extensive backgrounds in providing building support services for a wide array of projects, our personnel are familiar with construction utilizing all types of state-of-the-art structural systems as well as the latest technology in mechanical and electrical systems. Staff project experience ranges from large single-family dwellings to large multi-story buildings, including numerous California schools, colleges, OSHPD 3 clinics and essential service buildings, commercial buildings, corporate campuses, and industrial facilities.

Our proposed team is dedicated to providing first-class Building and Safety Services. We have included an organization chart and a list of staff by expertise. Comprehensive resumes with their complete history and professional registrations are included in this proposal.

SUB-CONSULTANTS

We do not anticipate using sub-consultants for services to be provided for the City of Compton at this time.

STAFF RESUMES

Below are staff members who are immediately available to start providing services to the City of Compton.

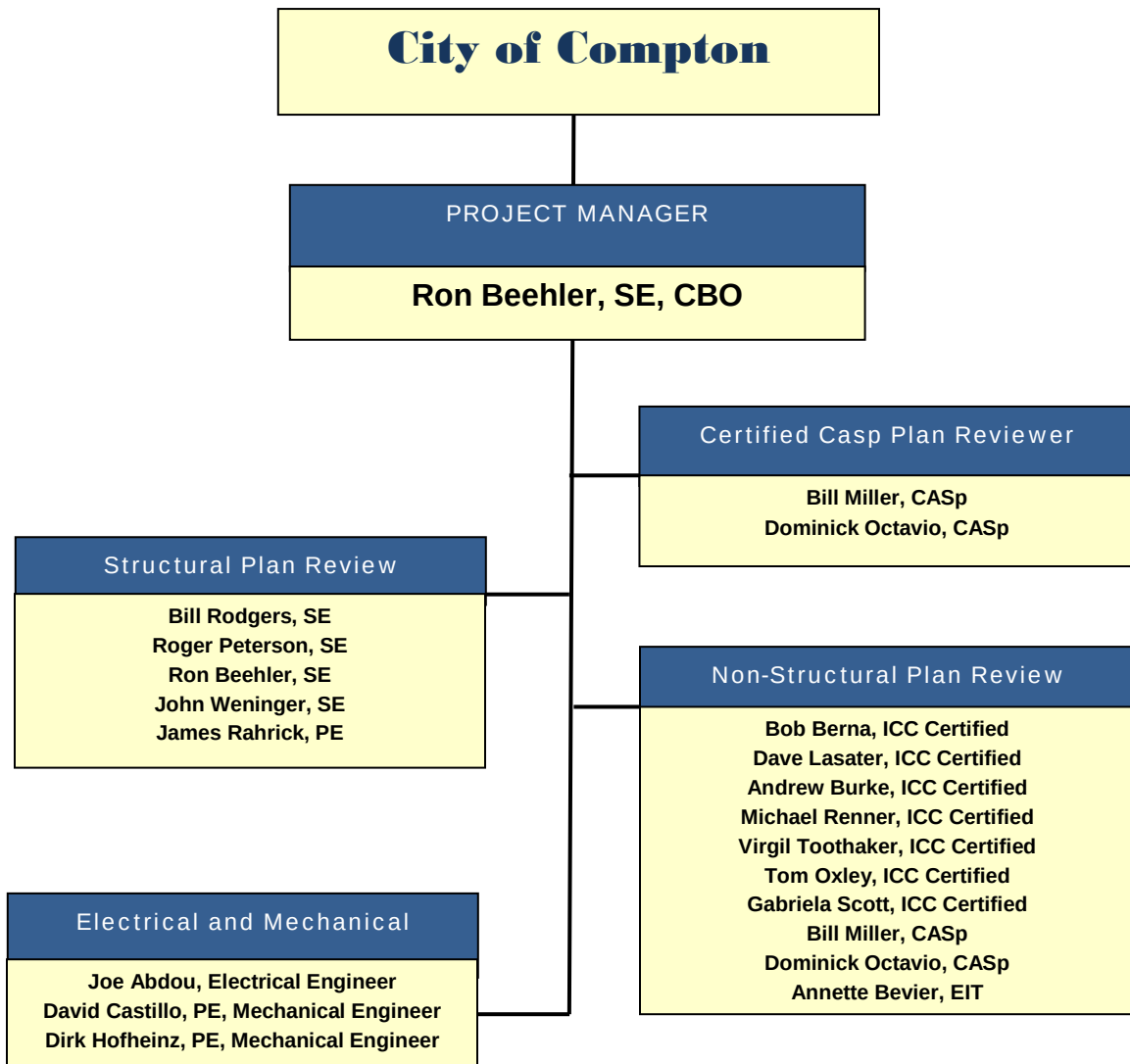
Resumes are included in the Appendix.

Ron Beehler, CBO, Structural Engineer	PROJECT MANAGER
Bill Rodgers, Structural Engineer	PLAN REVIEW
Roger Peterson, Structural Engineer	PLAN REVIEW
John Weninger, Structural Engineer	PLAN REVIEW
James Rahrlick, Professional Engineer	PLAN REVIEW
Bob Berna, ICC Certified	PLAN REVIEW
Bill Miller, Casp, ICC Certified	PLAN REVIEW CASP
Annette Bevier, EIT, ICC Certified	PLAN REVIEW
Gabriela Scott, ICC Certified	PLAN REVIEW INSPECTION
Andrew Burke, ICC Certified	PLAN REVIEW
Michael Renner, ICC Certified	PLAN REVIEW INSPECTION
Virgil Toothaker, CBO, ICC Certified	PLAN REVIEW INSPECTION
Tom Oxely, ICC Certified	PLAN REVIEW INSPECTION
Dave Lasater, ICC Certified	PLAN REVIEW INSPECTION
Dominick Octavio, Casp, ICC Certified	PLAN REVIEW INSPECTION CASP
Joe Abdou, Electrical Engineer	ELECTRICAL PLAN REVIEW INSPECTION
David Castillo, Mechanical Engineer	MECHANICAL PLAN REVIEW INSPECTION
Dirk Hofheinz, Mechanical Engineer	MECHANICAL PLAN REVIEW INSPECTION

ORGANIZATION CHART

We propose the follow structure and staffing candidates for services to the City of Compton.

Interwest clearly understands the need for staffing flexibility. As workloads increase, additional Interwest staff can be made available to assist and/or augment existing staff. As development processing is cyclical, any decrease in workload can be offset by a decrease in our presence. We will also maintain a group of professionals off-site to work on project reviews and address any immediate surges in workload that often occur within development departments.



L I C E N S E S & C E R T I F I C A T I O N S

The following information is provided to highlight the depth of staff resources and expertise available.

Structural Plan Review

NAME / DISCIPLINE	LICENSE / CERTIFICATION NUMBER
Ron Beehler, SE	
<i>CABO Certified Building Official</i>	1492
<i>California Registered Civil Engineer</i>	C39404
<i>California Registered Structural Engineer</i>	S3632
<i>ICC Building Inspector</i>	0801789-B5
<i>ICC Plans Examiner</i>	15090
<i>UBC Building Inspector</i>	0801789-10
Bill Rodgers, SE	
<i>California Registered Civil Engineer</i>	C50673
<i>California Registered Structural Engineer</i>	S4198
<i>Nevada Registered Civil/Structural Engineer</i>	C/S18427
Roger Peterson, SE	
<i>California Registered Civil Engineer</i>	C46096
<i>California Registered Structural Engineer</i>	S3846
<i>Idaho Registered Civil/Structural Engineer</i>	C/S8225
John Weninger, SE	
<i>California Registered Civil Engineer</i>	43746
<i>California Registered Structural Engineer</i>	3740
James Rahrack, PE	
<i>California Professional Engineer</i>	35321
<i>Utah Professional Engineer</i>	355766-2202
<i>Colorado Professional Engineer</i>	34375

Non-Structural Review

NAME / DISCIPLINE	LICENSE / CERTIFICATION NUMBER
Bob Berna, Fire & Life Safety Plan Review	
<i>CBC Building Inspector</i>	0067020-K1
<i>CBC Building Plans Examiner</i>	0067020-K6
<i>CBC Combination Inspector</i>	0067020-K8
<i>CBC Electrical Inspector</i>	0067020-K2
<i>CBC Mechanical Inspector</i>	0067020-K4
<i>CPC Plumbing Inspector</i>	0067020-K3
<i>IAPMO Uniform Mechanical Inspector</i>	090119
<i>IAPMO Uniform Plumbing Inspector</i>	015052
<i>ICC Building Inspector</i>	0067020-B5
<i>ICC Combination Inspector</i>	0067020-50
<i>ICC Commercial Combination Inspector</i>	0067020-C5
<i>ICC Electrical Inspector</i>	0067020-E5
<i>ICC Mechanical Inspector</i>	0067020-M5
<i>ICC Plumbing Inspector</i>	0067020-P5
<i>ICC Residential Combination Inspector</i>	0067020-R5
<i>ICC/ICBO Plans Examiner</i>	0067020-06
<i>UBC Building Inspector</i>	0067020-10
<i>UBC Building Plans Examiner</i>	0067020-60
<i>UBC Combination Dwelling Inspector</i>	0067020-56
<i>UMC Mechanical Inspector</i>	0067020-44
<i>UPC Plumbing Inspector</i>	0067020-34

Bill Miller, Fire & Life Safety / CASp Plan Review

<i>Certified Access Specialist</i>	CASp-087
<i>Council of American Building Official CBO</i>	2171
<i>ICBO/IAPMO Plumbing Inspector</i>	34090
<i>ICBO/IAPMO Mechanical Inspector</i>	51131
<i>California State Energy Auditor</i>	3134
<i>ACE III-Initial Disaster Housing Inspector</i>	22121
<i>UBC Building Inspector</i>	0819718-10
<i>UMC Mechanical Inspector</i>	0819718-44
<i>ICC Plumbing Inspector</i>	0819718-P5
<i>ICC Residential Combination Inspector</i>	0819718-R5
<i>ICC Combination Dwelling Inspector</i>	0819718-56
<i>UPC Plumbing Inspector</i>	0819718.34
<i>ICC Accessibility Inspector/Plans Examiner</i>	0819718-21
<i>ICC Certified Building Official</i>	0819718-CB
<i>ICC Mechanical Inspector</i>	0819718-M5
<i>ICC Building Inspector</i>	0819718-B5
<i>ICC Building Plans Examiner</i>	0819718-B3
<i>UBC Building Plans Examiner</i>	0819718-60

Annette Bevier, Plan Review

<i>ICC/ICBO Plans Examiner</i>	08018477
<i>California Engineer-In-Training</i>	130173

David Lasater, Plan Review

<i>ICC Commercial Plans Examiner</i>	5258777
<i>ICC Commercial Building Inspector</i>	5258777
<i>ICC Residential Building Inspector</i>	5258777

Dominick Octavio, CASp, Plan Review & Inspection

<i>Certified Access Specialist</i>	CASp-475
<i>UBC Building Inspector</i>	
<i>ICC Commercial Building Inspector</i>	5297248
<i>ICC California Commercial Building Inspector</i>	5297248
<i>ICC Residential Building Inspector</i>	5297248
<i>ICC California Residential Building Inspector</i>	5297248
<i>State of California Safety Assessment Program</i>	62071

Andrew Burke, Plan Review & Inspection

<i>ICC Commercial Building Inspector</i>	08123443
<i>ICC Residential Combination Inspector</i>	08123443
<i>ICC Residential Building Inspector</i>	08123443
<i>ICC Residential Electrical Inspector</i>	08123443
<i>ICC Residential Mechanical Inspector</i>	08123443
<i>ICC Residential Plumbing Inspector</i>	08123443
<i>ICC Permit Technician</i>	08123443

Michael Renner, Plan Review & Inspection

<i>ICC Building Inspector</i>	00201018-B5
<i>ICC Commercial Building Inspector</i>	00201018-B2
<i>ICC Building Plans Examiner</i>	00201018-B3
<i>ICC Residential Building Inspector</i>	00201018-B1
<i>ICC Residential Plans Examiner</i>	00201018-R3
<i>ICC Residential Electrical Inspector</i>	00201018-E1

Virgil Toothaker

<i>CABO Certified Building Official</i>	1360
<i>ICC Certified Building Official</i>	0829555-CB
<i>ICC Certified Building Official Certification Maintenance Program</i>	
<i>ICBO Building Inspector</i>	16542
<i>ICBO Combination Inspector</i>	58967
<i>ICBO/IAPMO Plumbing Inspector</i>	17658

#19.

ICBO/IAPMO Mechanical Inspector	22992
ICBO Electrical Inspector	48149
ICC Building Inspector	0829555-10
ICC Plumbing Inspector	0829555-P5
ICC Building Plans Examiner	5232473-60
ICC Mechanical Inspector	0829555-M5
ICC Combination Inspector	0829555-50
ICC Electrical inspector	082555-E5

Tom Oxley

ICC Plans Examiner	5044094
Residential and Commercial building Inspector	5044094

Electrical and Mechanical

NAME / DISCIPLINE	LICENSE / CERTIFICATION NUMBER
-------------------	--------------------------------

Joe Abdou, Electrical Plan Review

Electrical Engineer

David Castillo, Mechanical Plan Review

California Registered Mechanical Engineer

31455

Certificate in Fire Protection Engineering

Certificate in HVAC and Refrigeration

Dirk Hofheniz, Electrical Plan Review

Electrical Engineer

E16365

SCOPE OF WORK

We understand the City is looking for a consultant who can provide an experienced team to provide as needed plan review services. Services should seamlessly integrate and coordinate with the City's other departments and provide uninterrupted, efficient, and cost effective building department services to the public.

Interwest Consulting Group has a proven track record providing these same services to jurisdictions and has the resources to remain flexible with experienced staff that is available to provide the services outlined in the RFQ.

Interwest is prepared to immediately start work for the City of Compton. This section will discuss our approach, highlight our experience and outline how we can satisfy the plan review needs for the City of Compton.

Interwest has extensive experience and a proven track record seamlessly integrating plan review services as needed in a cost effective manner. Our services consist of providing a single staff member or a complete team in the areas of plan review services. We tailor our staff to fit the specific needs of our client.

The proposed team is comprised of highly experienced, customer-service oriented professionals who have successfully served many client jurisdictions. We view our role and mission is to provide the following:

- ✓ *A team of professionals with high-level experience and skills in successful management of building department services, staff with a customer service focus and thorough knowledge of building department policies and procedures, and promoting cooperation and partnership with other City departments and outside agencies*
- ✓ *Licensed Plan Review Engineers and/or ICC certified Plans Examiners for thorough and timely plan reviews to ensure compliance to all Building Codes and City and State laws and requirements.*
- ✓ *License Structural Engineers who have extensive experience with large and complex projects.*
- ✓ *CASp certified staff who are intimately familiar with the regulatory requirements related to ensuring buildings comply with the latest accessibility guidelines and requirements.*
- ✓ *Services in a cost-effective manner that remains within budget constraints.*
- ✓ *Provide all pick up and delivery of all plans to and from the City at no cost to the City.*

PROJECT CONTROLS

The services we provide are always closely coordinated and monitored to ensure we meet or exceed the service levels desired by the City, but also stay within the financial capacity of your operating budget. We have broad experience and "hands on" knowledge of municipal budgeting, specifically related to expenditures and cost recovery associated with private development processing and permitting. We will work in close partnership with the City tailoring our services and deployment of staff to match the allocated budget.

A crucial project control involves generating timely invoices tailored to City needs. We closely track all operations at each location monitoring project timesheets, invoices, as well as project (plans) tracking via a customized database with routine oversight by the assigned manager. This critical information keeps us within budget, provides knowledge of when to staff up or down, and ensures all projects are reviewed and returned in a timely manner.

Interwest Consulting Group does not intend to utilize the services of sub-contractors in the performance of work under this contract.

BUILDING AND SAFETY PLAN REVIEW

It is critical that projects flow quickly and smoothly through the regulatory approval process. We fully understand this critical component. You'll find our people are ready to assist with solutions and recommendations that are specific to your needs.

All plans examination services will be performed under the direction of a licensed Civil or Structural Engineer and/or an ICC certified Plans Examiner with CASp certification as necessary for the specific project. For more complex projects and when needed to meet peak workload demands, additional support will be provided from our regional offices for plan review and inspection services. Our plans examiners understand and are intimately familiar with applicable building codes and plan review procedures and policies and will readily assist with solutions to complicated plan review issues.



Plans will be checked for conformance with the latest adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility and Energy Conservation requirements as mandated by State Title 24 and all applicable local amendments and ordinances.

Our staff will work with project applicants in a collaborative and professional manner to quickly identify and resolve any violations of codes, standards or local ordinances. We will provide thorough plan reviews in an effort to provide complete and accurate construction documents to minimize questions and problems during the construction phase of projects. Plan review comments will be specific, detailed, complete, and reference plan sheet numbers and code sections where applicable. Interwest will provide a clear, concise, and thorough document from which clients, designers, contractors, and owners can work. Comment letters are delivered to our clients and other designated recipients (e.g., designers, contractors, owners) via email, FAX, and/or reliable overland carrier. If requested, Interwest will transmit plan review comments and coordinate re-checks directly with the applicant.

Upon completion of our final review, two sets of submitted documents bearing Interwest Consulting plan review stamps and a final letter recommending the City's approval of the documents will be returned to the City for review and permit issuance.

Code Interpretations

Code interpretations are subject to final review and approval by the Building Official and or City designated staff. Interwest Consulting Group's engineers and plans examiners will provide unbiased recommendations and background information to help the Building Official make an informed decision. All plan review comments are subject to review and approval by the City Building Department.

Transporting Plans

Interwest Consulting Group will arrange for all pick-up and delivery of plan review documents from the City at no cost. Interwest uses varied methods of pick-up and delivery with the goal of providing same-day service.

Maximum proposed turnaround time for plan check

We consistently complete plan reviews within the timeframes (or faster!) listed below as our standard business practice. We work hard to accommodate any turn-around schedule desired by the jurisdiction. Multi-disciplinary reviews are typically performed in our offices but we are available for onsite work when required and whenever possible. We will furnish the following tiered turnaround:

Type of Job	Maximum Turn Around Time	
	First Check	Re-Check
New Construction	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel	10 Working Days	5 Working Days

Communicating Plan Review Results

Plan reviews will consist of written comments in electronic format as directed by the City. Comment letters will be sent to the City and applicant at the completion of each review or as directed by the City.

Specifically, plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings, and referencing applicable code sections. Interwest Consulting Group will provide a clear, concise, and thorough document (i.e., comment list) from which clients, designers, contractors, and owners can work. Comment lists are delivered to our clients and other designated recipients (e.g., designers, contractors, owners) via email, FAX, and/or reliable overland carrier. If requested, Interwest Consulting Group will transmit plan review comments and coordinate re-checks directly to the applicant as required and completed plan review documents ready for approval will be returned to the City for final approval.

On-Site Consultant Services & Meeting Attendance

Interwest Consulting Group has a full-time staff of experienced plan reviewers and licensed architects, structural and civil engineers available to perform on-site plan review. We understand the City may require the services of an onsite plan reviewer from time to time. Also, many of our inspection personnel are cross-trained and skilled in performing both front counter and inspection duties as a potential added cost-savings to the City.

In addition, staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel as needed. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we plan review are considered part of the plan review service.

Electronic Plan Check Services

Interwest Consulting Group currently provides electronic permitting and plan review services for multiple jurisdictions. We have found the jurisdictions with whom we work, including their respective customers, have a wide range of needs and expectations regarding electronic plan review and permitting services. We have worked with some clients to develop electronic plan review systems utilizing several of the open market software applications and hosting sites available. Some clients, such as Salt Lake City and Clark County, Nevada – both jurisdictions with highly complicated commercial development activities - have established comprehensive electronic permit and plan review systems. In contrast, we have found jurisdictions that have primarily light commercial and residential development, simply need access to our FTP site to allow their Applicant's to upload digital content directly to our staff. Rather a "one-size-fits-all" approach to electronic plan review via proprietary systems, we instead believe our clients are best served by a non-proprietary, commercially-available system that could be tailored to the City's specific needs.

Creating a system tailored to the needs of the individual client utilizing readily available software allows for the customization of the system to easily integrate the electronic plan review system with the needs of other departments. With the plethora of commercially available FTP sites available for electronic file hosting at nominal costs there is no longer a need for agencies to purchase or lease expensive proprietary systems. Recently, Interwest's IT staff established a comprehensive electronic permitting and plan review system for the City of Elk Grove utilizing commercially-available software that is not proprietary to Interwest or any other service provider.

#19.

Our belief is that the City should retain ownership of whatever system is put in place so that you control your service delivery options in the future and do not become too dependent on one particular service provider.

Plan Review Tracking Method & Billing Process

Our staff has experience working with most project tracking databases utilized by building departments. Our staff will update electronic records and make project related database entries as directed by the City.

We will create and maintain a Jurisdiction File containing our research on any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind.

Interwest Consulting Group uses a custom-designed database to maintain and track all plans throughout the review process from the moment you request a pick-up and/or shipment to delivery of the final, approved documents. Information such as project name, City's project number, assigned plan reviewer(s), date documents were received, plan review cycle and completion date for current review can be provided. In addition to standard phone communication, custom reports can be emailed

In addition, we can provide online tracking for the City with a custom-designed web template geared to provide any reporting and information needs required.

Our staff is available during standard business hours to answer questions via phone or email regarding the actual plan review in progress. We maintain active email accounts and our staff will be responsive to any City or applicant needs. If we cannot speak directly to a caller, we will return calls no later than 24 hours.

Customer Service

Our company emphasizes superior customer service to all of our employees. We take an out-of-the-box approach to performing our duties, always willing to meet with clients for pre-design meetings, pre-submittal meetings or as needed to resolve complex code related plan review issues in the most efficient manner possible. In addition, the staff at Interwest brings a can-do attitude to their work—always focused on efficient plan review processes and successful project outcomes.

Interwest Consulting Group's engineers, architects, plans examiners and inspectors understand the importance of providing superior customer service to applicants, contractors and designers. Our philosophy is to provide our services in a professional, courteous and collaborative manner. We encourage our staff to work as part of the project team to insure successful project outcomes.

Special Projects

Interwest Consulting Group is able to accommodate special project plan review needs such as fast-track, multi-phased, or accelerated plan reviews. We establish project specific turn-around goals and procedures with jurisdiction staff for these types of projects based on the complexity of the projects as well as the construction schedule.

Interwest Consulting Group's staff of engineers and plans examiners will work with the City of Compton as well as with applicants and designers to resolve all plan review issues. Our staff will deal directly with applicants and their designers during the plan review process to resolve all issues. Interwest Consulting Group will furnish assigned personnel with all materials, resources and training necessary to conduct plan reviews, including a current copy of the applicable City amendments, policies, procedures and forms.

Technical Capabilities in Plan Check Areas

The Interwest staff members selected for this project possess significant technical capabilities in all of the requested areas of plan review competence.

CASp

Interwest Consulting Group has CASp certified individuals on staff knowledgeable of state and federal accessibility laws and regulations and possesses the expertise necessary to promote access to facilities for persons with disabilities. In accordance with newly-formed rules and regulations we will supply a CASp certified professional to review all plans for accessibility and will comply with regulations to provide a sufficient number of building inspectors who are CASp.

We offer support to municipalities for compliance enforcement and/or developing a transition plan, and successfully partner with the disabled community to address the needs and requirements for both entities. We can assist municipal departments, government agencies and local communities to explain various issues relating to access compliance, such as access compliance obligations, transition planning, construction costs, construction phasing, code/law 'interpretation,' hardship and code/law changes.

Green Building Standards

Our staff is familiar with the incorporation of CalGreen building concepts into project designs and its potential impact from the building code. In addition, staff members have participated in the development of various "green" standards for super adobe, rammed earth, and straw bale construction, to name a few. We have also reviewed "straw bale" constructed homes.

LEED

Developed by the US Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design, construction, operations and maintenance solutions. LEED certification consists of a number of different rating systems that apply to many building types—commercial as well as residential and measures how well a building performs across many sustainability metrics including: energy savings, water efficiency, CO₂ emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts. Whether your jurisdiction projects are new construction or renovation, energy efficient roofing, water run-off management and renewable energy are all important points to consider, Interwest Consulting Group helps make it easy.

T24 Energy

Our engineers and plan reviewers are up to date on all California Energy requirements as they relate to both new and remodel construction on large commercial projects to small residential additions.

Fire Code Plan Review

Experienced, licensed professional fire protection plans examiners are available to handle your workload. Our staff can check plans for compliance with all applicable fire code and standard requirements, including but not limited to the following: ICC Fire Code, Uniform Fire Code, California Fire Code, Life Safety Code, NFPA standards and your local/regional amendments.

Architectural

Interwest Consulting Group's non-structural plans examiners furnish plan review services for a vast array of projects including large commercial, institutional, industrial, retail, OSHPD 3 medical office buildings, and residential projects. Completed plan review projects range from single-story residential projects to complex high rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current additions of the following model codes:

- ✓ *California Code of Regulations, Title 24, Parts 1 through 6 and 9.*
- ✓ *ANSI Standards*
- ✓ *International Building Code (IBC)*
- ✓ *NFPA Codes & Standards*

Structural

Our structural engineers have experience designing and reviewing projects with virtually all building materials including:

- ✓ Wood
- ✓ Concrete
- ✓ Masonry
- ✓ Steel

Our engineers have designed or reviewed a wide array of structural systems including:

- ✓ FEMA Compliant Steel Moment Frames
- ✓ Concrete Moment Frames
- ✓ Buckling Restrained Braced Frames Energy Dissipation Systems
- ✓ Wood Shearwall Systems
- ✓ Eccentric Braced Frames
- ✓ Masonry Shearwall Systems
- ✓ Concentric Braced Frames
- ✓ Concrete Shearwall Systems
- ✓ Cantilevered Column Systems
- ✓ Pre-Stressed / Post-Tensioned Concrete

Our structural engineers and inspectors are experienced with the provisions of most model codes including current versions of:

- ✓ Title 24, Part 2, Volume 2, California Code of Regulations (CCR)
- ✓ NEHRP
- ✓ International Building Code (IBC)
- ✓ AISC 341 & 360
- ✓ ASCE 7-10
- ✓ ACI
- ✓ FEMA 350, 351 & 353
- ✓ ANSI/AF & PA NDS

Mechanical, Plumbing & Electrical

Interwest staff is well versed in the California Mechanical, California Plumbing and the California Electrical codes. We review submitted design documents to ensure compliance with the City codes. We have made the transition to the newly-adopted codes and currently review for those codes as required. All staff is licensed and/or certified in the State of California as well as personnel who hold multiple licenses across many states. We will review submitted design documents to ensure compliance to the current edition of the following codes:

- ✓ California Building Code
- ✓ California Electrical Code
- ✓ California Plumbing Code
- ✓ Jurisdiction-Adopted Amendments or Ordinances
- ✓ California Mechanical Code

Other review services are provided based on current editions of local or national standards such as:

- ✓ International Building Code
- ✓ NFPA Standards 20 (fire pumps)
- ✓ International Residential Code
- ✓ NFPA Standards 72 (fire alarms)
- ✓ International Mechanical Code
- ✓ NFPA Standards 99 (medical gases)
- ✓ International Plumbing Code
- ✓ NFPA 101 Life Safety Code
- ✓ NFPA Standards 13 (automatic fire sprinkler systems)
- ✓ FEMA & NEHRP Requirements for Existing Buildings
- ✓ NFPA Standards 14 (standpipes)

Section

4

References and Relevant Project Experience

RELEVANT PROJECTS

As a full service company to government agencies we are proud of the services we provide to our clients. Below is a list of current references for similar projects.

City of Pomona

Interwest Consulting Group began serving the City of Pomona [population 160,000] in September 2009. Traditionally a full service city, Pomona examined a number of cost saving strategies including contracting for services that had historically been provided by in-house staff. Interwest Consulting Group successfully transitioned all building and safety services from the city's in-house staff and implemented new, streamlined processes and procedures. The change resulted in a higher level of service for the city's customers at a significant cost savings to the city. We currently provide the following on-site services:

- ✓ Building Official
- ✓ Building Plan Review
- ✓ Building and Safety Inspections
- ✓ Permit Technician
- ✓ Housing Abatement Enforcement
- ✓ Front Counter Support
- ✓ Administrative Services
- ✓ Construction Management



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HIGHLIGHTED PROJECTS

FAIRPLEX CONFERENCE CENTER



with an eco-friendly balance.

Interwest Consulting Group provided building inspection services on the FairPlex Conference Center, the City's first LEED Silver engineered project. The FairPlex Conference Center is an 85,000 square foot, state-of-the-art building featuring the latest in construction styles and technology features

Understanding the importance of this project we dedicated seasoned inspectors who collaboratively worked with a half dozen deputy inspectors and maintained a weekly inspection schedule, plus weekend inspections, as needed to keep the project on schedule.

#19.

The project presented some unique challenges due to the incorporation of the new construction with an existing Depression-era historical building. This required that all adjoining parts of the Exhibit Hall, including electrical and plumbing, conform to rigorous Fire Rating Standards.

MAYFAIR HOTEL



The Mayfair is a downtown icon and an landmark for the City of Pomona. The Interwest team provided plan review and inspection services on the Mayfair Hotel. Our experienced engineers reviewed the project design, which included both structural and non structural elements. Our inspectors were on the project every week to resolve any potential issues, ensure the project is adhering to current building codes and collaboratively working with the contractor to maintain an aggressive schedule. The five story hotel will deliver four floors of completely new and modern housing, targeting primarily the Western University

campus, mixed retail, a restaurant on the ground level and an Irish Pub in the basement. The developer is targeting completion before the end of 2012.

WESTERN UNIVERSITY CAMPUS



Interwest Consulting Group was honored to work on such a premier project for the City. Our staff has provided plan review and inspection services since 2010 on the Western University Campus. As part of a growing campus Interwest provided plan review and inspection for many tenant improvements (TI) which included the 2nd Floor Administration Offices & Testing, Patient Care Center, Health Building, Student Housing Building and the most recent 300,000 square-foot residential, assembly, and offices. Our inspectors continue to work collaboratively with the contractors to resolve any issues and to help

keep the projects on schedule.

City of Bell

In November 2010, as part of its recovery process, the City of Bell selected Interwest Consulting Group to provide building plan check services. Interwest has reviewed a number of projects in the City, including a new commercial building, several commercial TIs and residential addition and remodel projects. The opportunity to assist Bell in its recovery presented unique challenges with nearly every manager and the entire City Council departing the City in a matter of months. We worked closely with staff to maintain a high level of customer service and deliver quality plan reviews to the City. We were also selected to provide engineering services in December 2011 and Building and Safety services in 2012. Our staff seamlessly integrated into the City working closely with new managers helping identify new policies and procedures that were needed, reconnecting with regional projects and preparing master plans.

We currently provide the following onsite and offsite services:

- ✓ City Engineering
- ✓ Building Official
- ✓ Plan Review
- ✓ Building Inspection



Joe Perez
Community Development Director
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Bell, California 90201
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jperez@cityofbell.org

- ✓ Project /Program Management
- ✓ Construction Management
- ✓ Construction Observation
- ✓ Geographic Information Systems (GIS)

City of Eastvale

Interwest Consulting Group performed a variety of services resulting in the delivery of efficient and cost effective services to the newly incorporated City of Eastvale. These services included: (1) the gathering of essential information and key data which served as the basis for confirming service area responsibilities for the City of Eastvale, (2) preparation of fiscally prudent and conservative operating budgets and, (3) identified cost effective, efficient, and innovative methods of providing Public Works, Planning, Building and Safety activities and services transitioned from the County of Riverside

Since incorporation of the City of Eastvale on July 1, 2010, Interwest Consulting Group has created and implemented necessary systems and processes to provide the following services:

- ✓ Building Department Administration
- ✓ Building Plan Review, Inspections and Permit Counter
- ✓ Building and Safety Code Compliance
- ✓ City Engineering
- ✓ Program Management
- ✓ Construction Management | Public Works Inspection
- ✓ Engineering Support Services
- ✓ NPDES – Storm Water Compliance Support Services
- ✓ Grant Writing Services
- ✓ Development Engineering and Entitlements
- ✓ Transportation Planning
- ✓ Traffic Engineering Services
- ✓ Drainage Engineering
- ✓ Geographic Information Systems
- ✓ Real Estate Acquisitions Services



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City Manager
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cjacobs@eastvaleca.gov

Bob VanNort
Former City Manager
(775) 291-2758
BobVN@charter.net

City of Yorba Linda

Interwest Consulting Group began serving the City of Yorba Linda [population 64,000] in April 2010. A city who continues to see growth we are pleased to provide Building and Safety plan review and Public Works inspection services for the City. Building Plan Review services are performed off-site by experienced, licensed engineers with a focus on delivering thorough and timely plan reviews for the development community. Our full-time onsite staff performs public works inspection services and construction management services on a variety of commercial and residential development projects. Interwest currently provides:

- ✓ Building Plan Review
- ✓ Building Inspection
- ✓ Construction Management & Inspection



Bob Silva
Building Official
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City of Lake Forest

In April 2009, Interwest Consulting Group began providing turn-key building and safety services to the City of Lake Forest (population 82,000). Recognizing the value and cost benefits attributable to employing a contract services model, the City has contracted for building and safety services since its incorporation in 1991. Interwest Consulting Group provides a team of onsite professionals that provide all building and safety services—blending seamlessly with existing city staff. We provide a full time building official, building plan reviewers, building inspectors and a building permit counter technician.

Staffing levels are adjusted based on changes in construction activity to ensure that (1) revenue plus expenditures are monitored to ensure that building and safety activities are general fund neutral and (2) a high level of customer service is maintained. Interwest Consulting Group successfully transitioned services from the previous service provider and continues to provide the following services:

- ✓ Building Plan Review
- ✓ Building Official
- ✓ Building Inspection
- ✓ Permit Technician
- ✓ Front Counter Support



Gayle Ackerman
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Section

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Rate Structure

PLAN REVIEW FEES

For complete plan review services for projects reviewed in our offices, we propose a fee equal to 70% of the plan review fees based on the City of Compton's adopted fee schedule. For structural only reviews we propose a fee equal to 50% of the plan review fees based on the City of Compton's adopted fee schedule. Plan review services will include an initial first review and two back check reviews of the plans. Any additional plan review services required beyond the third review will be billed at our hourly rates listed within the Schedule of Hourly Billing Rates shown below.

For partial reviews such as foundation only, mechanical only, electrical only, etc., or any combination of partial reviews, we propose to negotiate a mutually agreeable fixed fee based on the specific services requested, or provide services on an hourly basis using the rates listed in our Schedule of Hourly Billing Rates shown below.

Expedited Plan Review Services Fees

Interwest Consulting Group can provide expedited or fast-track plan review services based on the availability of staff. Fees for expedited plan reviews will be charged at a rate of \$120/Hr.

Free Pick Up & Delivery

There is no charge for courier or shipping services.

SCHEDULE OF HOURLY BILLING RATES

CLASSIFICATION	HOURLY BILLING RATE
Licensed Engineer Plans Examiner	\$ 125
Licensed Architect.....	125
Senior Plans Examiner.....	90
Fire Plans Examiner.....	100
CASp Specialist	90

Section

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Appendix

STAFF RESUMES

We have assembled a team of strong, experienced professionals to provide Building and Safety Services to the City of Compton. Attached are their resumes outlining their experience in their respective fields.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COMPTON
AND
INTERWEST CONSULTING GROUP**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220 and **INTERWEST CONSULTING GROUP**, (hereinafter referred to as "**CONSULTANT**") located at 8150 Sierra College Boulevard, Suite 100, Roseville, California 95661.

RECITALS:

WHEREAS, the City has determined that there is a need to employ the services of a qualified and experienced civil engineering firm to provide complex plan checks, expedited plan checks, supplemental plan checks and inspection services; and

WHEREAS, Consultant (Interwest Consulting Group) warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this project; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____ 2015, the City Council gave approval to award a contract to the Consultant to provide the services required on an "as-needed" basis; and

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

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and provide civil engineering services, to include but not be limited to: building plan review and inspection services as more detailed in Consultant's "**Proposal To Provide Plan Review Services**" dated June 30, 2014 and incorporated herein by this reference.

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

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors

and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City. “Errors” and “Omissions” for purposes of this paragraph are defined

to mean a failure by the Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

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

Ron Beehler, SE, CBO, Regional Manager, Building and Safety Services of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The term of this Agreement shall commence on July 1, 2014 and extend through June 30, 2015, or upon exhaustion of authorized funding, on an “as-needed” basis, unless this Agreement is terminated as provided herein.

3. Compensation. The method of payment for the services will be based on a fee-for-services basis, billable at the rates identified within **CONSULTANT’s “Rate Structure”**, which is incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the **CONSULTANT** during the term of this Agreement shall be limited to a not-to-exceed amount of **Two Hundred Thousand Dollars (\$200,000.00)**. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

Consultant 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 Consultant’s work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant’s officers or employees.

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

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 Building & Safety/Resolution No. ____

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are

due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

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

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

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

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

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

complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other

benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

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

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

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

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

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

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any

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portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or

indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

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

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

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

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

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers Compensation and errors and

omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any

required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

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

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

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

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

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insureds"** with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant 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. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

Professional Services Agreement – Interwest Consulting Group
 Building Plans Review and Inspection Services
 Building & Safety/Resolution No. ____

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) that the performance of the services called for by this

Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

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

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

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

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

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

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission,

percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

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

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

- is not currently under suspension, 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.

Professional Services Agreement – Interwest Consulting Group
Building Plans Review and Inspection Services
Building & Safety/Resolution No. ____

[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.

Ron Beehler, SE, CBO, Regional Manager

Date

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

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

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

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

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

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

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

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

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

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

To Consultant:

**Interwest Consulting Group
8150 Sierra College Boulevard, Suite 100
Roseville, California 95661
Attn: Ron Beehler, SE, CBO
Regional Manager
(916) 273-4663
(916) 204-3178 – fax.
www.interwestgrp.com**

To City:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Chief Building Official, Building & Safety
Department
(310) 605-5509
(310) 605-5598 – fax.**

Professional Services Agreement – Interwest Consulting Group
Building Plans Review and Inspection Services
Building & Safety/Resolution No. ____

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

INTERWEST CONSULTING GROUP
CONSULTANT

Dated: _____

By _____
Ron Beehler, SE, CBO, Regional Manager

CITY OF COMPTON
Recommended for Approval:

Dated: _____

By _____
Paige Vaughan, Chief Building Official
Building and Safety Department

Approved By:

Dated: _____

By _____
Johnny Ford, City Manager

Approved as to form:

By _____

Dated: _____

#19.

Professional Services Agreement – Interwest Consulting Group
Building Plans Review and Inspection Services
Building & Safety/Resolution No. ____

Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Building and Safety

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO INTERWEST CONSULTING GROUP FOR COMPLEX BUILDING PLAN CHECK AND EMERGENCY INSPECTION SERVICES FOR THE 2014/2015 FISCAL YEAR (\$200,000)

Paige Vaughn
DEPARTMENT MANAGER’S SIGNATURE

3/5/2015 5:37:00 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/11/2015 7:33:06 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

3/11/2015 1:17:05 PM
DATE

Johnny Ford
CITY MANAGER

3/6/2015 4:52:25 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.

March 17, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2014-2015 FISCAL YEAR BUDGET, RATIFYING THE CONSTRUCTION CONTRACT WITH AMERICAN ASPHALT SOUTH, INC., AUTHORIZING A PURCHASE ORDER IN THE AMOUNT OF \$1,772,848.23 FOR THE 2014 STREET RESURFACING PROJECT (CIP# 14-01) AND RESCINDING RESOLUTION NO. 24,009 (\$1,950,148.23)

SUMMARY

This Resolution rescinds Resolution No. 24,009, authorizes an amendment to the Public Works/Municipal Utilities Department's 2014-2015 Fiscal Year budget, ratifies the contract entered into with American Asphalt South, Inc. and authorizes the re-issuance of a purchase order to American Asphalt South, Inc. in the amount of \$1,772,848.23 to provide pavement rehabilitation of approximately 11 miles of roadways throughout the City.

BACKGROUND

The 2014 Street Resurfacing Project provides pavement rehabilitation to approximately 11 miles of roadways throughout the City of Compton. The improvements include slurry seals and cape seals on streets identified through the recent update of the City's Pavement Management Program completed by Bucknam Infrastructure Group. Cape and slurry seals are cost effective and important asset management measures to extend the pavement life for streets exhibiting initial signs of surface distress. Slurry seals are a mixture of emulsified asphalt and fine aggregate filler which seals pavement surface defects from moisture intrusion and provides a smooth roadway surface. Cape seals are similar to slurry seals and include the addition of aggregate chips to increase and improve the wearing course of the roadway.

In addition to cape and slurry seals, the 2014 Street Resurfacing Project includes removing and replacing isolated pavement failure areas, crack sealing, removing and replacing damaged curb, gutter and sidewalk, and installation of new handicap ramps.

The 2014 Street Resurfacing Project was advertised for bid on July 9, 2014. Bids were received and opened on July 30, 2014. Due to proposed underground utility improvements planned by the City of Compton, 4 street segments were removed from

#20.

2014 Street Resurfacing Project (CIP #14-01)

March 17, 2015

Page 2 of 3

the original bid documents per contract addendum issued on July 24, 2014. Four bids were received as follows:

<u>Contractors</u>	<u>Amount</u>
American Asphalt South	\$1,772,848.23
All American Asphalt	\$2,019,000.00
Copp Contracting Inc.	\$1,921,804.46
Excel Paving Company	\$2,789,810.50

Based upon bids received and review of submitted bid documents, it was determined that American Asphalt South submitted the lowest responsive bid. Accordingly, staff recommended City Council award the construction contract to American Asphalt South in the amount of \$1,772,848.23.

On September 2, 2014, the City Council adopted Resolution No. 24,009, which accepted the bid of American Asphalt South, Inc., authorized the City Manager to enter into a construction contract with American Asphalt South, Inc. and issue a purchase order in the amount of \$1,772,848.23, in addition to a contingency amount of up to \$177,300.00.

STATEMENT OF THE ISSUE

Due to a change in the funding source subsequent to City Council's original authorization, Resolution No. 24,009 must be rescinded and the attached resolution adopted with the revised account information. Furthermore, since the construction contract between the City of Compton and American Asphalt South, Inc. was executed on/about September 24, 2014 based on Council authorization on September 2, 2014, and work has commenced, Council ratification of this action is requested in the attached resolution.

FISCAL IMPACT

In order to expend funds for the project, the Public Works/Municipal Utilities Department's 2014-2015 Fiscal Year budget needs to be amended to reflect the corrected funding sources including revenues and expenditures as follows:

Increase Revenue:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1520-000-000-3990	Revenue	\$1,009,339.00

Increase Expenditure:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1520-710-0MR-4269	Other Contract Services	\$1,009,339.00

2014 Street Resurfacing Project (CIP #14-01)

March 17, 2015

Page 3 of 3

The remaining funds needed for the project are currently in the Public Works/Municipal Utilities Department's budget in the amount of \$940,809.23; however the funds need to be moved to the proper accounts as follows:

Decrease expenditure accounts as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1520-720-OMR-4101	Salaries	\$393,147.00
1520-720-OMR-4190	Workers' Compensation	\$268,984.00
1520-720-OMR-4191	Health Insurance	<u>\$278,678.23</u>
		\$940,809.23

Increase expenditure accounts as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1520-710-OMR-4269	Other Contract Services	\$940,809.23

Staff recommends that a ten percent (10%) contingency in the amount of \$177,300.00 be included in the overall budget for any unforeseen costs, such as authorized change orders. Therefore, the total amount to be allocated for the project is \$1,950,148.23.

ALTERNATIVE

None available. Due to the fact that the contractor entered into the contract with the City and commenced the requested work based upon the good faith belief that proper authorization was obtained and funding allocated, no alternative is offered.

RECOMMENDATION

The Public Works/Municipal Utilities Department is recommending that the City Council adopt the attached Resolution.

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

APPROVED FOR FORWARDING:

**JOHNNY FORD
CITY MANAGER**

Attachment: City Council Resolution

JF:GK:JS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT’S 2014-2015 FISCAL YEAR BUDGET, RATIFYING THE CONSTRUCTION CONTRACT WITH AMERICAN ASPHALT SOUTH, INC., AUTHORIZING A PURCHASE ORDER IN THE AMOUNT OF \$1,772,848.23 FOR THE 2014 STREET RESURFACING PROJECT (CIP# 14-01) AND RESCINDING RESOLUTION NO. 24,009 (\$1,950,148.23)

WHEREAS, the 2014 Street Resurfacing Project provides pavement rehabilitation to approximately 11 miles of roadways throughout the City of Compton through the construction of slurry seals and cape seals, removing and replacing isolated pavement failure areas, crack sealing, removing and replacing damaged curb, gutter, and sidewalk, and installation of new handicap ramps; and

WHEREAS, cape and slurry seals are cost effective and important asset management measures to extend the pavement life for streets exhibiting initial signs of pavement distress; and

WHEREAS, the project plans were advertised for competitive construction bids and on July 30, 2014, the City received four bids, as follows:

<u>Contractors</u>	<u>Amount</u>
American Asphalt South	\$1,772,848.23
All American Asphalt	\$2,019,000.00
Copp Contracting Inc.	\$1,921,804.46
Excel Paving Company	\$2,789,810.50

WHEREAS, staff recommended and the City Council, pursuant to Resolution No. 24,009, adopted on September 2, 2014, accepted the lowest and most responsible bid provided by American Asphalt South, Inc. for the 2014 Street Resurfacing Project in the total amount of \$1,772,848.23; and

WHEREAS, due to a change in the funding source subsequent to City Council’s original authorization on September 2, 2014, Resolution No. 24,009 must be rescinded and another resolution adopted which reflects the changed account information and ratifies the construction contract entered into between the City and American Asphalt South, Inc. on or about September 24, 2014; and

WHEREAS, in order to expend funds for the project, the Public Works/Municipal Utilities Department’s 2014-2015 Fiscal Year budget needs to be amended to reflect the corrected funding sources including revenues and expenditures as follows:

Increase Revenue:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1520-000-000-3990	Revenue	\$1,009,339.00

Increase Expenditure:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1520-710-0MR-4269	Other Contract Services	\$1,009,339.00

WHEREAS, the remaining funds needed for the project are currently in the Public Works/Municipal Utilities Department’s budget in the amount of \$940,809.23; however the funds need to be moved to the proper accounts as follows:

Decrease expenditure accounts as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1520-720-OMR-4101	Salaries	\$393,147.00
1520-720-OMR-4190	Workers' Compensation	\$268,984.00
1520-720-OMR-4191	Health Insurance	<u>\$278,678.23</u>
		\$940,809.23

Increase expenditure accounts as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1520-710-OMR-4269	Other Contract Services	\$940,809.23

WHEREAS, staff recommends that a ten percent (10%) contingency in the amount of \$177,300.00 be included in the overall budget for any unforeseen costs, such as authorized change orders. Therefore, the total amount to be allocated for the project is \$1,950,148.23.

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

SECTION 1. That Resolution No. 24,009, adopted by the City Council on September 2, 2014, is hereby rescinded.

SECTION 2. That the bid of American Asphalt South, Inc., as originally accepted on September 2, 2014, is hereby re-accepted and ratified and all other bids rejected.

SECTION 3. That the construction contract to provide pavement rehabilitation of City roadways pursuant to the 2014 Street Resurfacing Project (CIP #14-01) entered into between the City and American Asphalt South, Inc. in September 2014 is hereby authorized and ratified.

SECTION 4. That the 2014-2015 Fiscal Year budget shall be amended and revenues and expenditures increased as follows:

Increase Revenue:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1520-000-000-3990	Revenue	\$1,009,339.00

Increase Expenditure:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1520-710-OMR-4269	Other Contract Services	\$1,009,339.00

The remaining funds needed for the project are currently in the Public Works/Municipal Utilities Department's budget in the amount of \$940,809.23; however the funds need to be moved to the proper accounts as follows:

Decrease expenditure accounts as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1520-720-OMR-4101	Salaries	\$393,147.00
1520-720-OMR-4190	Workers' Compensation	\$268,984.00
1520-720-OMR-4191	Health Insurance	<u>\$278,678.23</u>
		\$940,809.23

Resolution No. _____
Page 3

Increase expenditure accounts as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1520-710-OMR-4269	Other Contract Services	\$940,809.23

SECTION 5. That funds in the amount of \$1,772,848.23 will be available in the Public Works & Municipal Utilities 2014-2015 Fiscal Year budget, in Account No. 1520-710-OMR-4269.

SECTION 6. That a purchase order in an amount of \$1,772,848.23 is authorized to be re-issued to American Asphalt South, Inc. for providing pavement rehabilitation pursuant to the 2014 Street Resurfacing Project (CIP #14-01).

SECTION 7. That a contingency amount of up to \$177,300 is hereby authorized in Account No. 1520-710-OMR-4269.

SECTION 8. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works/Municipal Utilities Department.

SECTION 9. 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: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a 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-
ABSTAIN: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT’S 2014-2015 FISCAL YEAR BUDGET, RATIFYING THE CONSTRUCTION CONTRACT WITH AMERICAN ASPHALT SOUTH, INC., AUTHORIZING A PURCHASE ORDER IN THE AMOUNT OF \$1,772,848.23 FOR THE 2014 STREET RESURFACING PROJECT (CIP# 14-01) AND RESCINDING RESOLUTION NO. 24,009 (\$1,950,148.23)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

3/4/2015 8:03:41 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/12/2015 12:32:02 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

3/11/2015 1:08:45 PM
DATE

Johnny Ford
CITY MANAGER

3/5/2015 11:23:32 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.

March 17, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: GLEN W.C. KAU, DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES**

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT WITH TERNO, INC. TO EXTEND THE CONTRACT TERM AND INCREASE THE CONTRACT PRICE FOR THE CONSTRUCTION OF THE TRAFFIC SIGNAL UPGRADE PROJECT (CIP# 06-06C AND CIP# 06-06R) (\$1,747,752.19)

SUMMARY

This resolution authorizes the City Manager to amend the contract with Terno, Inc. (a division of Flatiron) to extend the contract term and increase the contract price pursuant to Section 4.3 of the contract for the construction of the Traffic Signal Upgrade Project (CIP# 06-06C and CIP# 06-06R).

BACKGROUND

In 2000, the City of Compton received federal and county grants to improve its traffic signal control system and to install a Traffic Management and Operations Center. These improvements include upgrading the traffic signal hardware and installing a new communication's system. By upgrading the system, it will become more reliable and more responsive to traffic demands throughout the City.

On October 26, 2010, pursuant to Resolution No. 23,224, the City Council authorized the City Manager to enter into a contract and issue a purchase order in the amount of \$4,922,468.6 to Terno Inc. for the construction of the Traffic Signal Upgrade Project. Pursuant to the contract, the project was to be completed within 314 working days (February 2011 – May 2012). However, due to construction delays that resulted in various change orders throughout the contract period, the City desires to amend the contract with Terno.

Section 4.3 "Extension" of the contract with Terno, Inc. provides that the Contract Time shall not be extended except by change order issued in accordance with the contract documents. Therefore, the City has the right to make whatever changes it deems necessary or desirable to the project which constitutes a scope change through the process of a change order.

A change order is a written order signed by the City and Contractor, and issued after the execution of the contract authorizing an adjustment in the contract price and/or contract time. Therefore, the contract price and contract time can only be adjusted by change order. Therefore, staff is recommending that this action be brought to City Council for approval.

A narrative of all contract issues warranting a change in both time and price to this contract are as follows:

1. Change Orders

Time Component

The Traffic Signal Upgrade Project has experienced delays due to the following activities in addition to the scheduled scope of work for this contract:

<u>Items</u>	<u>Working Days</u>
Change order requests	130 (Exhibit A)
Potholing and potholing repair activities	127 (Exhibit A)
Additional time to process all service request plans and inspections from the local utility company	278 (Exhibit A)
Additional time to finish all contract work, process payment applications and file notice of completion	<u>249 (Exhibit A)</u>

Total: 784

The aforementioned delays have caused the project to go beyond the term of the contract. The project is still under construction with an expected completion date of June 30, 2015. The City continues to receive and process monthly invoices from the contractor. However, in order to continue paying the contractor, the contract term must be extended until completion of the project. As a result, the City would like to extend the contract for an additional 784 working days, effective back to May 3, 2012.

Cost Component

A total of thirty eight (38) change orders totaling \$875,283.95 presented in Exhibit A requiring authorization from City Council.

2. Outstanding Invoices

Due to the expiration of the contract, staff was unable to process invoices totaling an amount of \$437,519.00 as shown on Exhibit B attached.

3. Projected Invoices

An estimate of all remaining invoices from the contractor totaling \$100,000.00 is presented on Exhibit B attached.

4. Projected Change Order Requests, Interest and Extended Overhead

An estimate for all these items totaling \$200,000.00 is included on Exhibit B attached.

5. Differential between total net amount and total amount paid to contractor

A discrepancy exists between the total net amount due and the total amount paid to the contractor. An estimate for this item totaling \$134,979.24 is included on Exhibit C.

STATEMENT OF THE ISSUE

The construction timeframe according to the original contract needs to be extended by an additional 784 working days. The City anticipates the construction of the project be completed by June 2015. Staff is therefore requesting the following actions to be taken:

A. Contract Price

The current contract amount is for \$4,922,468.60. The contract needs to be amended to increase the contract price by an additional \$1,747,782.19 which is the summation of the following items:

<u>Items</u>	<u>Amount</u>
Change orders	\$875,283.95 (Exhibit A)
Outstanding invoices	\$437,519.00 (Exhibit B)
Projected invoices	\$100,000.00 (Exhibit B)
Projected Change Order Requests, Interest and Ext. Overhead	\$200,000.00 (Exhibit B)
Dif. between total net amount and total amount paid to contractor	<u>\$134,979.24 (Exhibit C)</u>
Total	\$1,747,782.19

B. Contract Time

The current contract term can be extended by change order pursuant to the contract document. The current contract term needs to be extended from the original 314 working days to an additional 784 working days (retroactive from May 3, 2012) due to the thirty eight (38) change order requests. All other terms of the contract will remain the same.

FISCAL IMPACT

Funds in the amount of \$1,747,782.19 are available in the Public Works/Municipal Utilities 2014-2015 Fiscal Year's budget in Account No. 1900-710-000-4269.

RECOMMENDATION

The Public Works/Municipal Utilities Department recommends the City Council authorize the City Manager to amend the contract term and increase the contract price pursuant to Section 4.3 of the contract with Terno, Inc. for the construction of the Traffic Signal Upgrade Project (CIP# 06-06C and CIP# 06-06R).

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

APPROVED FOR FORWARDING:

**JOHNNY FORD
CITY MANAGER**

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT WITH TERNO, INC. TO EXTEND THE CONTRACT TERM AND INCREASE THE CONTRACT PRICE FOR THE CONSTRUCTION OF THE TRAFFIC SIGNAL UPGRADE PROJECT (CIP# 06-06C AND CIP# 06-06R) (\$1,747,752.19)**

WHEREAS, in 2000, the City of Compton received federal and county grants to improve its traffic signal control system and to install a Traffic Management and Operations Center; and

WHEREAS, these improvements include upgrading the traffic signal hardware and installing a new communication's system and by upgrading the system it will become more reliable and more responsive to traffic demands throughout the City; and

WHEREAS, on October 26, 2010, pursuant to Resolution No. 23,224, City Council authorized the City Manager to enter into a contract and issue a purchase order in the amount of \$4,922,468.6 with Terno Inc. (a division of Flatiron) for the construction of the Traffic Signal Upgrade Project; and

WHEREAS, pursuant to the contract, the project was to be completed within 314 working days (January 31, 2011 – May 3, 2012); and

WHEREAS, the Traffic Signal Upgrade Project has experienced delays due to change order requests including major potholing repair activities, additional time to process all service request plans and inspections from the local utility company and additional time to finish all contract work, process payment applications and file notice of completion; and

WHEREAS, these delays have caused the project to go beyond the terms of the contract and the project is still under construction with an expected completion date of June 30, 2015; and

WHEREAS, the City continues to receive and process monthly invoices from the contractor and in order to continue paying the contractor, the contract must be amended to extend the contract term and increase the contract price; and

WHEREAS, the Public Works/Municipal Utilities Department is requesting the City Council authorize the City Manager to extend the contract term and increase the contract price pursuant to Section 4.3 of the contract with Terno, Inc. for the construction of the Traffic Signal Upgrade Project (CIP# 06-06C and CIP# 06-06R) for a total of 784 working days and \$1,747,782.19; and

WHEREAS, funds in the amount of \$1,747,782.19 are available in the Public Works/Municipal Utilities 2014-2015 Fiscal Year's budget in Account Nos. 1900-710-000-4269.

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

SECTION 1. That the City Manager is hereby authorized to execute an amendment to the contract with Terno, Inc. (a division of Flatiron) to extend the contract term by 784 working days, retroactive to May 3, 2012, and increase the contract price in the additional amount of \$1,747,782.19 for the construction of the Traffic Signal Upgrade Project (CIP# 06-06C and CIP# 06-06R).

SECTION 2. Funds in the amount of \$1,747,782.19 are available in the Public Works/Municipal Utilities 2014-2015 Fiscal Year’s budget in Account No. 1900-710-000-4269.

SECTION 3. That a purchase order is authorized to be issued in the amount of \$1,747,782.19 to Terno (Flatiron) for services to be rendered pursuant to the provision of the amendments.

SECTION 4. All other terms of the contract will remain the same.

SECTION 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Attorney, City Clerk and the Public Works/Municipal Utilities Department.

SECTION 6. 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: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested to by the City Clerk at a 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-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

**AMENDMENT
TO
CONSTRUCTION SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
TERNO, INC.**

[Citywide Traffic Signal Upgrade Project – CIP# 06-06C
Rosecrans Traffic Signal Upgrade – CIP# 06-06R]

This **AMENDMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**CITY**”) and **TERNO, INC., a division of Flatiron** (hereinafter referred to as “**CONTRACTOR**”).

RECITALS

WHEREAS, the City of Compton received federal and county grants to improve its traffic signal control system and to install a Traffic Management and Operations Center (Capital Improvement Project #06-06C) and (Capital Improvement Project #06-06R) Projects (“Project”); and

WHEREAS, by Resolution No. 23,224, adopted on the 26th day of October 2010, the City Council authorized the City Manager to accept the bid of and enter into a contract with Terno, Inc. (a division of Flatiron) to provide the necessary construction services for the Project; and

WHEREAS, pursuant to the contract, the Project was to be completed within 314 working days (January 31, 2011 – May 3, 2012) at a total cost of \$4,922,468.60; and

WHEREAS, the Project has experienced delays due to change order requests including major potholing repair activities, additional time to process all service request plans and inspections from the local utility company and additional time to finish all contract work, process payment applications and file notice of completion; and

WHEREAS, there is a need to amend the contract to extend the term of the contract and increase the contract price in order to complete the Project, anticipated to be June 30, 2015; and

WHEREAS, by Resolution No. _____, adopted on the ___ day of _____, 2015, the City Council authorized the City Manager to amend the contract with Terno, Inc. to extend the term of the contract and increase the contract price.

NOW, THEREFORE, the parties do hereby mutually agree to amend the Construction Services Agreement as follows:

AMENDMENTS

1. The parties agree to amend **Section 4.2.1 – Construction Services** of the original Agreement to extend the amount of time for completion of the Work on the Citywide Traffic Signal Upgrade Projects (CIP #06-06C & 06-06R), as more fully

Amendment to Construction Services Agreement – Terno, Inc.
City-wide Traffic Signal Upgrade Projects (CIP #06-06C & 06-06R)
(Resolution No. _____)

described within the original Agreement, by an additional **Seven Hundred Eighty Four (784) working days, effective from May 3, 2012**, unless the original Agreement and this amendment thereto is terminated as provided for within the original Agreement.

2. The parties agree to amend **Section 3.1 – Total Compensation** of the original Agreement to provide for additional compensation for the completion of the Work on the Citywide Traffic Signal Upgrade Projects (CIP #06-06C & 06-06R), as more fully described within the original Agreement, in the amount of **One Million Seven Hundred Forty Seven Thousand Seven Hundred Eighty Two Dollars and Nineteen Cents (\$1,747,782.19)**.

3. The above-indicated amendments to the Construction Services Agreement between the parties is based on the Change Orders identified in the attached Exhibits "A" (Change Order Request Log), "B" (Outstanding Invoices, Projected Invoices, Projected CORs) and "C" (Differential Between Net Amount Total and Actual amount Received by Contractor), which are incorporated herein.

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

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

TERNO, INC./CONTRACTOR

By _____
Richard Tesoriero, Vice-President

Dated: _____

CITY OF COMPTON
Recommended for Approval:

By _____
Glen W.C. Kau, Director
Public Works/Municipal Utilities Dept.

Dated: _____

Approved by:

Dated: _____

By _____
Johnny Ford, City Manager

Amendment to Construction Services Agreement – Terno, Inc.
City-wide Traffic Signal Upgrade Projects (CIP #06-06C & 06-06R)
(Resolution No. _____)

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

EXHIBIT "A"
Change Order Request Log

COR No.	Date	Description	Working days	Unit	Cost	Paid to contractor
1	05/09/11	Make changes to street name signs	0	LS	\$ -	
2	06/15/11	Replacement of missing and/or damaged regulatory signs on signal mast arms	0	LS	\$ -	
3	07/20/11	Replacement of the center of wheel chair ramps with domes	20	LS	\$ 31,041.00	
4	09/08/11	Install power source on traffic signal poles (surveillance) at 46 locations	0	LS	\$ -	
5	02/21/12	Permits and bonds	2	LS	\$ 905.00	
6	01/03/12	Install one (1) straight luminaire mast arm.	1	LS	\$ 1,189.10	
7	05/07/12	Change video detection camera mountings at four (4) locations	3	LS	\$ 3,494.30	✓
8	10/13/13	Remove and install temporary pole at location #7 for the Alondra intersection.	7	LS	\$ 6,484.21	✓
9	10/13/13	Install spread footing for the intersection of Central Ave and Compton Blvd	7	LS	\$ 10,703.57	✓
10	10/13/13	Price to install out of sequence and update material pricing for ISNS/RSNS/LUMS and services	25	LS	\$ 46,100.57	✓
11	10/13/13	Installation of service foundations out of sequence at 62 locations	12	LS	\$ 92,624.77	✓
12	10/13/13	Additional conduit installation for SCE service POC at Rosecrans Ave and Aranbe Ave	2	LS	\$ 2,830.66	✓
13	10/13/13	Additional conduit installation for SCE service POC at Rosecrans Ave and Alameda Ave East	3	LS	\$ 5,510.95	✓
14	06/04/14	Add. conduit installation for SCE service POC at Myrrh/S. Fe, Wilmington/Laurel, Greenleaf/S. Fe & Central/Caldwell	15	LS	\$ 28,544.36	
15	09/18/14	Install new foundation for existing type 1A pole to meet standard specifications.	2	LS	\$ 9,448.79	
16	11/06/14	Open trench SCE conduit in lieu of directional boring at Willowbrook.	4	LS	\$ 17,513.19	
17	11/24/14	Cost to install conduit and conductors at Artesia Blvd and Crystal Drive	3	LS	\$ 32,688.25	
18	11/24/14	Modify conduit on Rosecrans	2	LS	\$ 7,515.85	
19	11/24/14	Unforeseen obstructions on Rosecrans Ave	2	LS	\$ 17,887.90	
20	11/24/14	Unforeseen obstructions on Compton Blvd	2	LS	\$ 4,838.44	
21	11/24/14	Unforeseen obstructions on Alondra Blvd	4	LS	\$ 20,472.86	
22	11/24/14	Remove existing foundations	1	LS	\$ 1,442.70	
23	11/24/14	Repair damaged conduit	2	LS	\$ 2,371.57	
24	11/24/14	Potholes	107	LS	\$ 451,979.64	
25	11/24/14	Utility repair	1	LS	\$ 3,945.70	
26	11/24/14	Modify conduit on Artesia Blvd	1	LS	\$ 919.71	
27	11/24/14	Potholes repair	20	LS	\$ 212,956.75	

City of Compton
205 S. Wilk Avenue
Compton, California 90220

EXHIBIT "A"
Change Order Request Log

COR No.	Date	Description	Working days	Unit	Cost	Paid to contractor
28	11/24/14	Additional cable on Compton at Aprilia	1	LS	\$ 812.53	
29	11/24/14	Existing conduit obstructions	1	LS	\$ 2,357.15	
30	11/24/14	Modify existing pole - RFI 21	1	LS	\$ 378.57	
31	11/24/14	Additional permits	1	LS	\$ 1,460.53	
32	11/24/14	Additional work for services	1	LS	\$ 3,267.30	
33	11/24/14	Edison stand by time	1	LS	\$ 2,859.96	
34	11/24/14	Remobilization to Alameda Ave / Auto Drive South for SCE Vault POC	1	LS	\$ 4,749.46	
35	11/24/14	Remobilization to Bullis Road / Pine Street for SCE Vault POC	1	LS	\$ 6,868.82	
36	11/24/14	Remobilization to Myrrh St / Acacia Ave for SCE Vault POC	1	LS	\$ 6,868.82	
37	11/01/12	Change order time credit to contractor (11/01/12 to 12/17/13)	278	N/A	N/A	N/A
38	08/27/14	Change order time credit to contractor (8/27/14 to 2/27/15)	226	N/A	N/A	N/A
		Total time	761	Total Cost	\$ 1,043,032.98	
				Paid	\$ 167,749.03	
				Balance	\$ 875,283.95	

EXHIBIT "B"
Outstanding invoices
Projected invoices
Projected CORs

Contractor's Outstanding Invoices					
Date Billed	Invoice Number	Amount Billed Gross	Retention Held	Net Amount	Balance Owed
03/07/2014	5249-016	\$ 89,170.30	\$ 8,917.03	\$ 80,253.27	\$ 89,170.30
04/28/2014	5249-017	\$ 136,242.05	\$ 13,624.21	\$ 122,617.85	\$136,242.05
06/09/2014	5249-018	\$ 71,447.00	\$ 7,144.70	\$ 64,302.30	\$ 71,447.00
09/20/2014	5249-019	\$ 65,830.00	\$ 6,583.00	\$ 59,247.00	\$ 65,830.00
11/18/2014	5249-020	\$ 45,009.45	\$ 4,500.95	\$ 40,508.51	\$ 45,009.45
04/28/2014	5249-017A	\$ 20,660.20	\$ 2,066.02	\$ 18,594.18	\$ 20,660.20
06/09/2014	5249-018A	\$ 5,660.00	\$ 566.00	\$ 5,094.00	\$ 5,660.00
09/20/2014	5249-019A	\$ 3,500.00	\$ 350.00	\$ 3,150.00	\$ 3,500.00
TOTALS		\$ 362,689.35		\$ 393,767.10	\$ 437,519.00

Contractor's Projected Invoices					
Date Billed	Invoice Number	Amount Billed Gross *	Retention Held	Net Amount	Balance Owed
TBD	TBD	\$ 100,000.00	\$ 10,000.00	\$ 90,000.00	\$100,000.00

TOTALS \$ 100,000.00 \$ 90,000.00 **\$ 100,000.00**

* Estimated amount provided by the construction management consultant.

Contractor's Projected Change Order Requests, Interest and Extendend Overhead					
Date Billed	Invoice Number	Amount Billed Gross	Retention Held	Net Amount	Balance Owed
TBD	TBD	\$ 200,000.00	\$ 20,000.00	\$ 180,000.00	\$200,000.00

TOTALS \$ 200,000.00 \$ 180,000.00 **\$ 200,000.00**

* Estimated amount provided by the construction management consultant.

EXHIBIT "C"
**Differential between net
amount total and actual
amount received by contractor**

Date Billed	Invoice Number	Amount Billed Gross	Retention Held	Net Amount	Payment Received	Amount Received	Check #	Balance Owed
04/20/2011	5249-001	\$ 288,940.00	\$ 28,894.00	\$ 260,046.00	07/29/2011	\$ 260,046.00	200107	\$ 28,894.00
09/29/2011	5249-002	\$ 52,317.00	\$ 5,231.70	\$ 47,085.30	11/15/2011	\$ 47,085.30	204378	\$ 5,231.70
10/22/2011	5249-003	\$ 89,788.00	\$ 8,978.80	\$ 80,809.20	01/06/2012	\$ 71,830.40	205163	\$ 17,957.60
11/08/2011	5249-004	\$ 105,897.60	\$ 10,589.76	\$ 95,307.84	03/28/2012	\$ 95,307.84	207284	\$ 10,589.76
12/27/2011	5249-005	\$ 91,512.00	\$ 9,151.20	\$ 82,360.80	07/11/2012	\$ 82,360.80	209240	\$ 9,151.20
01/23/2012	5249-006	\$ 82,816.00	\$ 8,281.60	\$ 74,534.40	07/11/2012	\$ 74,534.40	209241	\$ 8,281.60
02/15/2012	5249-007	\$ 323,527.00	\$ 32,352.70	\$ 291,174.30	07/20/2012	\$ 291,174.30	209242	\$ 32,352.70
03/06/2012	5249-008	\$ 129,995.00	\$ 12,999.50	\$ 116,995.50	07/20/2012	\$ 116,999.50	209244	\$ 12,995.50
04/06/2012	5249-009	\$ 302,221.30	\$ 30,222.13	\$ 271,999.17	08/24/2012	\$ 271,999.17	209521	\$ 30,222.13
05/15/2012	5249-010	\$ 490,542.75	\$ 49,054.28	\$ 441,488.48	10/24/2012	\$ 441,488.48	209522	\$ 49,054.27
06/11/2012	5249-011	\$ 301,768.20	\$ 30,176.82	\$ 271,591.38	04/18/2013	\$ 271,591.38	215122	\$ 30,176.82
07/13/2014	5249-012	\$ 1,125,368.40	\$ 112,536.84	\$ 1,012,831.56	11/09/2012	\$ 911,548.41	210705	\$ 213,819.99
08/24/2012	5249-013	\$ 122,644.10	\$ 12,264.41	\$ 110,379.69	11/09/2012	\$ 110,379.69	211581	\$ 12,264.41
10/19/2012	5249-014	\$ 45,073.60	\$ 4,507.36	\$ 40,566.24	11/09/2012	\$ 40,566.24	212117	\$ 4,507.36
04/12/2014	5249-015	\$ 57,765.00	\$ 5,776.50	\$ 51,988.50	06/20/2013	\$ 51,988.50	215920	\$ 5,776.50
11/18/2014	5249-020	\$ 45,009.45	\$ 4,500.95	\$ 40,508.51		\$ -		\$ 45,009.45
ROSECRANS AVENUE ONLY INVOICES								
07/31/2011	5249-001A	\$ 77,930.00	\$ 7,793.00	\$ 70,137.00	11/18/2011	\$ 70,137.00	203681	\$ 7,793.00
09/29/2011	5249-002A	\$ 143,625.00	\$ 14,362.50	\$ 129,262.50	01/10/2011	\$ 114,900.00	205162	\$ 28,725.00
NO WORK ON ROSECRANS ON OCTOBER 2011			\$ -	\$ -	03/28/2012	\$ 14,362.50		\$ (14,362.50)
11/07/2011	5249-004A	\$ 9,575.00	\$ 957.50	\$ 8,617.50	12/21/2011	\$ 7,660.00	207284	\$ 1,915.00
Amount paid by City to Contractor after Payment 4A/4A Revised (error)						\$ 15,320.01		\$ (15,320.01)
NO WORK ON ROSECRANS ON DECEMBER 2011			\$ -	\$ -	03/28/2012	\$ 957.50		\$ (957.50)
NO WORK ON ROSECRANS ON JANUARY 2012			\$ -	\$ -				\$ -
02/15/2012	5249-007A	\$ 138,765.50	\$ 13,876.55	\$ 124,888.95	07/18/2012	\$ 124,888.95	209243	\$ 13,876.55
03/06/2012	5249-008A	\$ 41,355.00	\$ 4,135.50	\$ 37,219.50	07/11/2012	\$ 37,219.50	209245	\$ 4,135.50
03/06/2012	5249-009A	\$ 63,065.00	\$ 6,306.50	\$ 56,758.50	08/01/2012	\$ 56,758.50	209520	\$ 6,306.50
05/15/2012	5249-010A	\$ 19,910.00	\$ 1,991.00	\$ 17,919.00	07/11/2012	\$ 17,919.00	209519	\$ 1,991.00
NO WORK ON ROSECRANS ON JUNE 2012			\$ -	\$ -				\$ -
07/13/2012	5249-012A	\$ 111,237.00	\$ 11,123.70	\$ 100,113.30	10/25/2012	\$ 90,101.97	210706	\$ 21,135.03
						\$ 10,244.93		\$ (10,244.93)
NO WORK FROM AUGUST 2012 - DECEMBER 2012						\$ 233.60		\$ (233.60)
03/07/2014	5249-016A	\$ 13,873.00	\$ 1,387.30	\$ 12,485.70	03/27/2014	\$ 12,485.70	220770	\$ 1,387.30
ASSUMPTION: NO WORK FROM FEBRUARY TO MAY 2014								
TOTALS		\$ 4,274,520.90		\$ 3,847,068.81		\$ 3,712,089.57		\$ 562,431.33

DIFFERENTIAL BETWEEN NET AMOUNT TOTAL AND AMOUNT RECEIVED =

\$ 134,979.24

City of Compton
205 S. Willowbrook Avenue
Compton, California 90220

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT WITH TERN0, INC. TO EXTEND THE CONTRACT TERM AND INCREASE THE CONTRACT PRICE FOR THE CONSTRUCTION OF THE TRAFFIC SIGNAL UPGRADE PROJECT (CIP# 06-06C AND CIP# 06-06R) (\$1,747,752.19)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

3/4/2015 7:58:39 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/12/2015 12:36:23 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

3/11/2015 1:13:26 PM
DATE

Johnny Ford
CITY MANAGER

3/5/2015 11:25:12 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.

March 17, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE NATIONAL RESOURCE NETWORK TO EXECUTE A DIRECT ASSISTANCE PLAN IN CONJUNCTION WITH THE “STRONG CITIES, STRONG COMMUNITIES PROGRAM” AND AUTHORIZING THE PAYMENT OF THE CITY’S ESTIMATED COST SHARE FOR THE ASSISTANCE (\$63,714)

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into a Memorandum of Understanding with the National Resource Network (“Network” or “NRN”) for the delivery of a direct assistance plan in conjunction with the “Strong Cities, Strong Communities Program” and issuance of a purchase order in an amount of Sixty Three Thousand Seven Hundred Fourteen Dollars (\$63,714.00) as the City of Compton’s twenty-five percent (25%) estimated share of the cost of the direct assistance plan.

BACKGROUND

The City of Compton has been selected to participate in the “Strong Cities, Strong Communities Program,” an initiative under the auspices of the White House Council on Strong Cities, Strong Communities established pursuant to an Executive Order signed by President Obama on March 15, 2012.

The National Resource Network, an initiative of the federal government’s Strong Cities, Strong Communities Program, is led pursuant to a cooperative agreement between the U.S. Department of Housing and Urban Development (“HUD”) and a consortium led by Enterprise Community Partners (“Enterprise”) and including the Public Financial Management Group (“PFM Group”), HR&A Advisors, the New York University Robert F. Wagner School of Public Service and the International City County Managers Association. The Network was created out of demand from cities around the country to have access to experts, technical advice and information that can help them address the mounting challenges of growing inequality, high employment, under-performing schools, aging infrastructure and vacant and blighted properties. The Network helps cities address these challenges through on-the-ground expert engagements and advisory services, among other forms of assistance. The goal of the Network is to assist cities in developing and implementing cross-cutting strategies designed to promote economic recovery at the local level.

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Resource Network/Strong Cities, Strong Communities Program
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On May 7 - 8, 2014, a Network assessment team visited Compton that included representatives from the following organizations:

- **Enterprise Community Partners.** For more than 30 years, Enterprise has introduced solutions through public-private partnerships with financial institutions, governments, community organizations and other partners that share the vision that one day, every person will have an affordable home in a vibrant community. Phillip Bush, Senior Program Director of Advisory Services represented Enterprise Community Partners on the Compton assessment team.
- **Public Financial Management.** The PFM Group of companies is a national leader in providing independent financial advice as well as investment advisory, management, and consulting services to local, state, and regional government and non-profit clients. PFM helps clients meet their financial challenges with a broad array of products, backed by unquestioned professionalism and outstanding service. Chris Arlene, a Senior Analyst, represented Public Financial Management on the Compton assessment team.
- **HR&A Advisors.** HR&A is an industry-leading real estate, economic development and public policy consulting firm. HR&A has 30 years' experience working with cities across the country to create economic growth through rigorous analysis, hands-on assistance and creative strategies that tap local assets. Judith Taylor, a Principal, represented HR&A Advisors on the Compton assessment team.

The first phase of the Compton assessment focused on reviewing budgetary, operational, economic and related information provided by the City and publicly available demographic information identified by the Network to better understand and assess current priority challenges and opportunities. The Network developed a systematic approach to the assessment process that included data collection and analysis, interviews with key leaders and the development of a tailored set of findings and analysis for the City of Compton.

The second phase of the Compton assessment consisted of on-site interviews. Over the course of two days, the Compton assessment team met with senior leaders and Department Directors with City government, as well as community stakeholders, to further clarify key challenges facing Compton and identify potential opportunities for direct assistance that would be most catalytic or transformative. The proposed assistance would include Citywide operational assessment, revitalization strategy for Compton Boulevard and implementation, coaching, and technical assistance.

Based on the preliminary assessment, NRN proposes a multi-prong engagement that will help the City of Compton strengthen internal operations to better deliver City services and improve public perceptions and the economic viability of the City.

STATEMENT OF ISSUE

The Network proposes to execute a direct assistance plan to assist Compton's efforts to strengthen its business and residential neighborhoods. NRN will provide technical assistance to Compton to strengthen its capacity to develop and execute its economic vision and strategies. NRN provides Compton access to federal agency expertise and avenues that may lead to new public and private sector partnerships. By leveraging existing assets, providing new resources and fostering new connections at the local and national level, Strong Cities, Strong Communities will support the City of Compton as it develops comprehensive plans that will lead to economic growth and job creation.

The NRN assessment and assistance will occur over a period of approximately one year (commencing upon the execution of the agreement) and will provide the City of Compton with a number of engagement options:

- Evaluation of the City's service-delivery model and budget analysis review with the City. Discussion of preliminary findings and issues.
- Citywide departmental operational review and development of high-level findings and opportunities for discussion with Council members, City Manager and key executive staff.
- Analysis of background information on real estate market conditions and operational benchmarking.
- Conduct of Compton Boulevard stakeholder meetings.
- Proposal of Compton Boulevard improvement actions and executive prioritization session. Development of implementation plan and identification of funding opportunities.
- Presentation of a final report detailing findings and recommendations.
- Provision of ongoing technical assistance for both operational/budget improvements and the Compton Boulevard implementation plan.

FISCAL IMPACT

The Network estimates that the value of the direct assistance plan is \$254,857. The Network will request HUD funding for seventy-five percent (75%) of this cost, pursuant to the cooperative agreement. The City agrees that it will provide twenty-five percent (25%) of the estimated cost of the direct assistance plan, or \$63,714. The City may provide funds from its own local government budget or it may secure a commitment of funding from a third party. The City shall either make payment of its share of the cost or ensure third party payment no later than 60 days

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after the execution of the Memorandum of Understanding. In the event the HUD funding is unavailable, the City has no obligation to execute this agreement.

Funding for this expenditure is available in the 2014-2015 Fiscal Year budget in Account No. 1001 510 000 4269 (Other Contract Services).

ALTERNATIVE

The Council could choose to not approve the resolution.

RECOMMENDATION

Staff recommends that the Mayor and Council Members adopt the attached Resolution as the agreement would bring valuable resources to the City in providing baseline assessments and the planning needed to move forward with economic development and revitalization in a meaningful way. The assistance is also expected to position the City to attract and effectively use resources in its community improvement initiatives.

**JOHNNY FORD
CITY MANAGER**

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE NATIONAL RESOURCE NETWORK TO EXECUTE A DIRECT ASSISTANCE PLAN IN CONJUNCTION WITH THE “STRONG CITIES, STRONG COMMUNITIES PROGRAM” AND AUTHORIZING THE PAYMENT OF THE CITY’S ESTIMATED COST SHARE FOR THE ASSISTANCE (\$63,714)**

WHEREAS, the City of Compton was selected to participate in the “Strong Cities, Strong Communities Program,” an initiative under the auspices of the White House Council on Strong Cities, Strong Communities established pursuant to an Executive Order signed by President Obama on March 15, 2012; and

WHEREAS, the National Resource Network (“Network” or “NRN”), an initiative of the federal government’s Strong Cities, Strong Communities Program, is led pursuant to a cooperative agreement between the U.S. Department of Housing and Urban Development (“HUD”) and a consortium designated to assist cities and communities and to form resource partnerships nationwide; and

WHEREAS, the National Resource Network has conducted an initial assessment of the economic needs and opportunities facing the City of Compton and based upon the preliminary assessment the Network proposes to execute a direct assistance plan to assist Compton in its efforts to strengthen its business and residential neighborhoods; and

WHEREAS, by leveraging existing assets, providing new resources, and fostering new connections at the local and national level, Strong Cities, Strong Communities will support the City of Compton as it develops comprehensive plans designed to lead to economic growth and job creation; and

WHEREAS, the value of the direct assistance plan has been estimated at \$254,857.00, seventy-five (75%) percent of which will be funded by HUD pursuant to the cooperative agreement with the Network and twenty-five percent (25%) or \$63,714.00 by the City; and

WHEREAS, funds for the City’s estimate share of the cost of the direct assistance plan are available in the 2014-2015 Fiscal Year budget.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a Memorandum of Understanding with the National Resource Network for the delivery of a direct assistance plan in conjunction with the “Strong Cities, Strong Communities Program.”

SECTION 2. That the City Manager is authorized to pay to the National Resource Network Sixty Three Thousand Seven Hundred Fourteen Dollars (\$63,714.00) as the City’s estimated share of the cost of the direct assistance plan.

SECTION 3. That funding for this expenditure is available in the 2014-2015 Fiscal Year budget in Account No. 1001 510 000 4269 (Other Contract Services).

SECTION 4. That a certified copy of this Resolution shall be filed in the Offices of the City Clerk, City Attorney, City Manager, Department of Human Resources and City Controller.

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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: ss

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

That said Resolution was adopted by the following vote:

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

CITY CLERK OF THE CITY OF COMPTON

**Memorandum of Understanding between
The City of Compton, California and the National Resource Network**

1. This memorandum of understanding shall commemorate an agreement between the City of Compton, ("the City") a local government incorporated in the state of California and the National Resource Network ("Network"), an initiative of the federal government's Strong Cities Strong Communities initiative under the auspices of the White House Council on Strong Cities, Strong Communities established pursuant to an Executive Order signed by President Barack Obama on March 15, 2012.
2. The Network is led pursuant to a cooperative agreement between the U.S. Department of Housing and Urban Development (HUD) and a consortium led by Enterprise Community Partners ("Enterprise") and including The PFM Group, HR&A Advisors, the New York University Robert F. Wagner School of Public Service and the International City County Managers Association. The members of the Consortium have agreed that David Eichenthal will act as the Executive Director of the Network and such designation is included in the Cooperative Agreement between HUD and Enterprise. As part of that role, he is authorized to sign this Memorandum of Understanding.
3. The Network was created out of demand from cities around the country to have access to experts, technical advice, and information that can help them address the mounting challenges of growing inequality, high unemployment, under-performing schools, aging infrastructure and vacant and blighted properties. For many local governments facing dwindling budgets, especially those facing significant economic shocks, these challenges have made it difficult for cities to effectively attract jobs, retain an educated workforce, grow the middle class, and revitalize their economies. The Network will help cities address these challenges through on-the-ground expert engagements and advisory services, among other forms of assistance. The goal of the Network is to assist cities in developing and implementing cross-cutting strategies designed to promote economic recovery at the local level.
4. A team of representatives of the Network visited Compton on May 7th and 8th of 2014. During that visit, Network representatives met with officials of the City, as well as other local stakeholders. On the basis of interviews during their visit and analysis of data collected by the Network team and provided by the City, the Network developed an assessment of challenges and opportunities that included a proposal for the delivery of direct assistance.
5. The goal of the direct assistance plan for the City of Compton is to assist in the City's economic recovery in the following ways:

Task #1: Citywide Operational Assessment. The Network will lead a focused three to four month assessment of City operations and provide the City with a set of

recommendations for improvement. The assessment will look at all departments to evaluate how well the City is allocating its limited budget resources, with a focus on key service-providing departments. The study will recommend improvements that will both improve operational effectiveness and create budget savings to potentially advance the economic development objectives of the City, specifically the ability to implement the Compton Boulevard revitalization strategy detailed in **Task 2** below.

Task #2: Revitalization Strategy for Compton Boulevard. The Network will evaluate existing opportunities and challenges to economic growth on Compton Boulevard and, with the input from staff and key stakeholders, help the City to define overall goals and objectives for the corridor. Working with the City, the Network will identify short-term and long-term public and private realm recommendations, prioritize available resources, identify external resources, and outline roles and responsibilities for the revitalization strategy.

Task #3: Implementation Coaching and Technical Assistance. An important element of this engagement is to build capacity within Compton. Building on the first two tasks, the Network will provide ongoing coaching and technical assistance to assist the City in implementation of the recommendations of the Operational Assessment and the Compton Boulevard Revitalization Strategy. The Network envisions regular, weekly, contact and communication with leaders of key initiatives.

6. To achieve this goal, the Network will provide direct assistance to the City in accord with the following general timetable:

- **Upon Project Approval (City and HUD):**
 - Document request to City
 - Initial document review
- **Month 1:**
 - Project kick-off and preliminary departmental meetings
 - Receipt of all data and document requests from City
 - Selection of benchmark cities
 - Site tour for Compton Boulevard revitalization
 - Initial departmental meetings and operations review
 - Begin benchmarking analysis
- **Months 2-3:**
 - Service model delivery and budget analysis and review with City
 - Continue benchmarking analysis
 - Compilation of initial list of high-level findings/opportunities and recommended efficiency opportunities
 - Real estate market conditions analysis
 - Mid-project meeting to discuss high-level findings/opportunities and recommendations
 - Compton Boulevard stakeholder visioning meeting
 - Complete benchmarking
 - Initial costing of fiscal impacts for identified initiatives and opportunities
 - Begin drafting final PowerPoint presentation

- **Month 4-5:**
 - Develop proposed Compton Boulevard improvement actions
 - Complete first draft of final PowerPoint presentation
 - Share draft with City leadership and revise as appropriate
 - Executive prioritization session
 - Implementation plan and funding strategy for Compton Boulevard
 - Submit final presentation
 - Public presentation if so desired
 - **Months 6-11:**
 - Coaching and technical assistance
7. The direct assistance plan will be executed by the following team of representatives of the Network:
- Public Financial Management:** Russ Branson (overall team lead and organizational assessment team lead), Eryn Santamoor, Anthony Gamblin, Catherine Flaming
HR&A: Judith Taylor (revitalization team lead), Amitabh Barthakus, Remy Monteko
Trust for Public Land: Peter Harnick
- Additional members of the team may assist in the execution of the direct assistance plan as needed.
8. The Network will execute the direct assistance plan over a 5 month period following full project approval. A coaching implementation and technical assistance help will be provided for 6 months following the completion of the initial engagement. As part of the direct assistance plan, the Network will provide the following deliverables to the City:
- Evaluation of City's service-delivery model and budget analysis review with City. Discussion of preliminary findings and issues.
 - Citywide departmental operational review and development of high-level findings and opportunities for discussion with Council members, City Manager and key executive staff.
 - Background information on real estate market conditions and operational benchmarking.
 - Compton Boulevard stakeholder meeting.
 - Proposed Compton Boulevard improvement actions and executive prioritization session. Implementation plan and identification of funding opportunities.
 - A final report detailing findings and recommendations. A presentation will be made at direction of City.
 - Ongoing technical assistance calls with Compton staff for both operational/budget improvements and the Compton Boulevard implementation plan.
9. The Network estimates that the value of the direct assistance plan is \$254,857. The Network will fund seventy five percent of this cost with funds provided by HUD pursuant to the cooperative agreement. The City agrees that it will provide twenty five percent of

the estimated cost of the direct assistance plan, \$63,714. The City may provide funds from its own local government budget or it may secure a commitment of funding from a third party. The City shall either make payment of its share of the cost or ensure third party payment no later than 60 days after the execution of this memorandum. Whether the City intends to secure third party funding or not, the City is responsible for meeting this requirement. In the event that the projected cost of the direct assistance plan increases without an increase in scope, the Network will be solely responsible for any increase in cost. If the value of the direct assistance increases due to an increase in scope agreed to by the Network and the City and commemorated by a written amendment pursuant to section 13 of this memorandum, the City will then be responsible for twenty five percent of any increase in cost.

10. In addition to the provision of matching funds for the cost of the direct assistance plan set forth in section 9, the City also agrees to and commits to the following:
 - a. Upon execution of this memorandum, the City commits to a good faith effort to implement actions developed as part of the direct assistance plan.
 - b. As part of the execution of this memorandum, the City commits to provide timely cooperation to all reasonable requests by the Network for documents, data and other information. In addition, the City commits to participate in regular meetings as set forth in the timetable detailed in section 6 above and to arrange and participate in such meetings determined to be necessary by the Network as part of the direct assistance plan.
 - c. Upon execution of this memorandum, the City shall designate a senior official to act as the project manager and point of contact for the Network in the execution of the direct assistance plan. The designated project manager shall report to the City Manager or his or her designee.
 - d. The City agrees and acknowledges that an integral part of the direct assistance provided by the Network will be ongoing peer-to-peer activity. The City shall take reasonable steps to engage with the Network through the peer activity process during the term of the direct assistance plan and for an additional three years after completion of the direct assistance.
 - e. The City agrees and acknowledges that the work of the Network, including its work with the City, will be the subject of an independent evaluation being conducted by The Urban Institute. The City agrees to provide full cooperation with all reasonable requests for data and documents by The Urban Institute as part of its evaluation.
 - f. Prior to the completion of the direct assistance plan, the City agrees that it will develop a written plan for continued implementation of the work developed through the direct assistance plan for a period of at least thirty-six months. The completion plan shall include a timetable of specific activities and an agreed upon set of metrics for measuring the progress of the direct assistance plan.

11. Decisions related to the direct assistance plan shall be commemorated in writings, including e-mails, between the Network's designated team lead and the City's project manager. This provision shall not apply to routine sharing of information or interviews or meetings between members of the Network team and officials of the City and other stakeholders.
12. External communications, including communications with members of the media, by the Network may be limited based on provisions of the cooperative agreement between HUD and the Network. The City is not bound by such limitations.
13. This Agreement is subject to termination at any time by either party. Such party who wishes to terminate the Agreement shall send a written notification to the other party at least (30) thirty days prior to the termination date. This Agreement will be effective upon the Network's execution in the space provided below. This Agreement may be amended by a written amendment executed by both the Network and the City..

David Eichenthal

Executive Director
National Resource Network

Date:

Johnny Ford

City Manager
City of Compton

Date:

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 A MEMORANDUM OF UNDERSTANDING WITH THE NATIONAL RESOURCE NETWORK TO EXECUTE A DIRECT ASSISTANCE PLAN IN CONJUNCTION WITH THE "STRONG CITIES, STRONG COMMUNITIES PROGRAM" AND AUTHORIZING THE PAYMENT OF THE CITY'S ESTIMATED COST SHARE FOR THE ASSISTANCE (\$63,714)

Kelly Montgomery
DEPARTMENT MANAGER’S SIGNATURE

2/25/2015 2:59:47 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

2/26/2015 5:49:39 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

2/26/2015 12:55:07 PM
DATE

Kelly Montgomery
CITY MANAGER

2/25/2015 10:10:28 PM
DATE

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