NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, September 22, 2015
5:45 PM

HEARING(S)

6:00 P.M. - PUBLIC HEARING - TO ADOPT A RESOLUTION INCREASING THE BUILDING AND SAFETY DEPARTMENT PERMIT AND INSPECTION FEES (Request to continue - Item #6)

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. SEPTEMBER 8, 2015

   ACTION APPROVED

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. AN UPDATE REPORT OF THE PUBLIC FINANCE AUTHORITY LEASE REVENUE BONDS SERIES 2008 **(Receive/File)**

   ACTION RECEIVED AND FILED

3. A REPORT OF THE CITY OF COMPTON 2014/2015 TAX AND REVENUE ANTICIPATION NOTES **(Receive/File)**

   ACTION RECEIVED AND FILED

4. REPORT OF THE SALES TAX REVENUES **(Receive/File)**

   Total Amount Received for Fiscal Year 2015/2016 - $00.00 (Revenue will be received beginning in October)

   ACTION RECEIVED AND FILED

END CONSENT AGENDA

REGULAR AGENDA

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

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

   APPOINTMENT(S)/REAPPOINTMENT(S) OF COMMISSIONERS TO VARIOUS BOARDS AND COMMISSIONS

   ACTION APPOINTMENTS MADE

CITY MANAGER'S REPORT

6. A REQUEST TO CONTINUE THE PUBLIC HEARING TO ADOPT A RESOLUTION INCREASING THE BUILDING AND SAFETY DEPARTMENT PERMIT AND INSPECTION FEES **(October 6, 2015 at 3:45 p.m.)**

   ACTION APPROVED
   HEARING SET FOR 10-6-2015 AT 3:45PM

7. POWER POINT PRESENTATION - REPROGRAPHICS DEPARTMENT

   ACTION RE- AGENDAD

8. POWER POINT PRESENTATION - CITY OF COMPTON EMERGENCY PREPARDNESS PLAN AND TRAINING SCHEDULE - Fire Department

   ACTION RE-AGENDAD

9. POWER POINT PRESENTATION - CITY OF COMPTON FIRE TRAINING

PROGRAM - Fire Department

ACTION RE-AGENDAD

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND APPROVE OF THE ISSUANCE OF A PURCHASE ORDER TO AFFORDABLE HOUSING NETWORK, LLC, d/b/a GOSECTION8.COM

    RESOLUTION 24,229

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SALES AND MULTI-YEAR MAINTENANCE AGREEMENT WITH HEIDELBERG USA, INC. FOR THE PURCHASE OF A SUPRASETTER A52 GEN III PLATE MAKER PROCESSOR ($156,146.23)

    RESOLUTION RE-AGENDAD

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO PURCHASE A CERTIFIED HEIDELBERG 10X15 PRINTING PRESS FROM AND ISSUE A PURCHASE ORDER TO APEX BUSINESS MACHINE SUPPLIES IN THE AMOUNT OF $93,800.00

    RESOLUTION RE-AGENDAD

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH B-ADAIR CONSULTING AND ADMINISTRATIVE SERVICES TO PROVIDE RESIDENTIAL REHABILITATION SERVICES AND OTHER HOUSING RELATED PROGRAMS ($44,200)

    RESOLUTION 24,230

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MILLER SPATIAL SERVICES, LLC AND ISSUE A PURCHASE ORDER FOR $100,000.00 TO PROVIDE GEOGRAPHIC INFORMATION SYSTEM DEVELOPMENT SERVICES FOR THE PUBLIC WORKS DEPARTMENT FOR FISCAL YEAR 2015-2016

RESOLUTION 24,231

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT MULTIPLE VENDOR QUOTES AND ISSUE MULTIPLE PURCHASE ORDERS FOR MISCELLANEOUS HARDWARE AND SOFTWARE FOR THE CONSTRUCTION PHASE OF A NEW SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM FOR FISCAL YEAR 2015-2016

RESOLUTION 24,232

APPROVAL OF WARRANTS

16. Warrant #229699 - Date - 9/17/15 - Name - C.H.A.N.G.E. Foundation - Services - Graffiti Removal - Amount - $14,935.00 - Requested by: Public Works

ACTION APPROVED

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, October 06, 2015 @ 3:30 PM.

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SEPTEMBER 8, 2015

The City Council meeting was called to order at 6:13 p.m. in the Council Chambers of City Hall by Mayor Aja Brown.

ROLL CALL

Council Members Present: **Zurita, Arceneaux, Sharif, Brown**
Council Members Absent: **Galvan**

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

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PRESENTATION RECOGNITION FOR FIRST DISTRICT ANNUAL BACKPACK BONANZA (Councilwoman Janna Zurita) **(REAGENDAD)**

2. PROCLAMATION PRESENTATION - American Foundation for Suicide Prevention - National Suicide Prevention Week (Mayor Aja Brown)

Mayor Brown and the City Council proclaimed the week of September 7-13, 2015 as National Suicide Prevention Week in the City of Compton - recognizing suicide as a national and statewide public mental health problem and responsibility; whereas suicide is the 10th leading cause of death in the U.S. and the second leading cause of death among individuals between the ages of 15 to 24; whereas suicide is the only top ten cause of death in the U.S. that has increased every year for the past decade; and whereas over 90% of people who die by suicide have a diagnosable and treatable mental illness.

***Councilperson Galvan entered the meeting at 6:13 p.m.**

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, spoke in regards to Item No. 5 and reasoned that the citizens of Compton should not be held fiscally responsible for a questionable second opinion. He went on to suggest that council consider incorporating Items 8 and 9 into the council agenda to ensure both agendas are openly discussed. He further petitioned Mayor Brown to work diligently to ensure that municipal and state penal codes are enforced, blight is removed, and crime is prevented.

Benjamin Holifield, Compton resident, articulated his support for the continuation of commission and board meetings as well as a comprehensive homeless prevention program implemented in the City of Compton. He went on to state that the concept of busing the homeless to another city is ludicrous considering the fact that the City maintained its own comprehensive homeless shelter for 14 years at 1020 West Compton Boulevard. Lastly, he suggested this City Council work together to focus their attention - not on their stipends - but on providing service above self.

Willie McReynolds, Compton resident and representative of the Concerned Citizens of Compton organization, communicated the organization's opposition towards any intentions by this City Council to replace the current City Manager with a gentleman from Lynwood. He explained that the organization feels as though the City Manager "problem" in Compton will only be remedied when the City Council is unable to micromanage the duties of the City Manager. He went on to state that it is inappropriate for elected officials to seek recognition for doing their job; and maintained that anyone that could not do their job without recognition should not be or run for public office.

#1.

Patricia Simpson, Compton resident, asked the City Council to address the lack of street maintenance and debris. She went on to state she witnessed three city employees working on the lawn at 200 Grape Street in Sunny Cove for at least a week. She inquired about employment opportunities on the City's website and stated that if employees are not doing their jobs, then that money can be used to fix the City's streets. She insisted that the approval of the one-cent sales tax measure would not make a difference in the City because all of the local businesses are closed. Lastly, she inquired about the cleanliness of City Hall, revenues received from parking tickets issued, the relevancy of higher education, and her support for the City Attorney.

Ms. Winn, Compton resident, thanked the members of the current administration for installing the signs on 155th Street; and asked the City Manager to paint the speed bumps on 155th Street. She went on to state that she is bothered by the possibility of the current City Manager being terminated by this City Council. She further stated that it is more than necessary for this City Council to work together with the City Manager in order to move the City forward because the citizens will have to finance his severance pay.

Mayor Brown clarified that there has been no action taken to terminate City Manager Ford. Mayor Brown explained that the City Manager does not have a contract, so the posting of the closed session item allows the City Council to legally discuss this issue because limitations from the Brown Act prohibit the council from meeting as a group unless it is posted publicly.

Mayor Brown further encouraged the citizens to trust and give the elected officials a chance to do the jobs they were called to do. Mayor Brown also noted that as it relates to items on the boards and commissions, City Council members do not manage staff members, their output, or the information and presentations posted to the various agendas.

City Manager Ford discussed the agenda process and his relationship with the various members of the City Council and growth within the business sector.

Gerald Pickens, Compton Baseball Academy TeamS, thanked Councilperson Arceneaux for all of her support through his life's trials. He also congratulated Marvin Hunt for the great baseball program he operated this past year. He acknowledged the low level of staff at the City's local parks but made note of their dedication to make the youth programs possible. He announced an agreement with the Major League Urban Youth Baseball Academy to bring baseball back to the City of Compton and that he will be implementing a winter baseball program scheduled for the second week of October.

Gilda Bluford, Compton resident, requested an opportunity to meet with Mayor Brown to discuss the results of a survey she personally conducted concerning the reasons why the City of Compton has had so many city managers in the last few years.

Frederick Gordon, Compton resident, offered an invocation of prayer for unity, prosperity, and revitalization in the City of Compton.

Brian Johnson, Compton resident, offered an invocation of prayer for peace and unity in the City of Compton.

Val Dudley, Compton resident, maintained that it will be very difficult for this City Council to move the City forward until they fully trust in God. She affirmed that God knows all and that it is crucial for this City Manager to get his business in order before this City Council terminates his contract. She went on to state that she is praying for Councilperson Sharif; and that she is thankful for the way in which Councilperson Zurita has changed her ways to help the citizens of Compton. She warned Mayor Brown against making decisions that could potentially lead to jail-time and subsequently asked that the City Council increase the Sheriff Department's contract so as to prohibit live bands from performing in residential areas.

Marjorie Shipp, Compton resident and former elected official, complained about an apparent increase in illegal dumping all over the City. She also cited a lack of teamwork among some of the elected officials and cited the importance of collaborative leadership ideals and communication. She went on to express her support for City Manager Ford and the significance of stabilizing the office of the person that runs the City. She also requested the use of more party cars in the Third District in response to a loud party held last Friday.

Tomas Carlos, Compton resident, spoke in support of the development of a local housing facility for homeless families and individuals on Compton Boulevard. He went on to cite his support for the commission meetings and argued that $600 is not enough for elected officials to do the job the citizens have entrusted them to do. He challenged the citizens to work with the elected officials and support the changes the City is making. He also spoke in support of prohibiting live bands from playing at parties held in residential areas.

Michael Turner, Compton resident, petitioned the representatives of the four districts to step up and speak up for the citizens they represent. Mr. Turner further advised the City Council to authorize the use of stenographers in all court proceedings to ensure that all actions are documented.

Joyce Kelly, Compton resident, maintained that it is the citizens constitutional right to speak their mind at public meetings; and further warned elected officials against impeding or hindering black people from speaking up and questioning their government. She went on to state that the City Manager has two assistants to help him with his duties; one of which was used to help Mayor Brown organize the State of the City Address. She spoke in opposition to the City hiring legal counsel for council members and further warned the council members that they would go to jail for voting on agenda items that could potentially get them arrested.

Lynn Boone, Compton resident, made reference to Item No. 5 and petitioned the City Attorney to have someone come in and explain the City Charter to the City Council and citizens of Compton so as to avoid the need for a second legal opinion. She went on to ask that Councilperson Galvan read the letter from the Assistant Deputy District Attorney in Los Angeles dated July 17, 2015 because it threatened council members to vote on proposed ballot measures presented on the July 21, 2015 agenda. She made comments in regards to Item No. 10 and claimed that Evans Brooks is an inexperienced company from Pasadena that gave donations to Mayor Brown's campaign.

Mayor Brown stated that she has never received a campaign contribution from Evans Brooks, and maintained that the company did work in the City of Compton prior to her being elected.

CONSENT AGENDA - There were items on the Consent Agenda.

REGULAR AGENDA

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

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

   APPOINTMENT FOR VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE (September 30 - October 2, 2015)

Mayor Brown nominated Councilperson Sharif as the voting delegate for the League of California Cities Annual Conference scheduled for September 30 - October 2, 2015.

City Clerk Godwin stated that the alternates for the League of California Cities are Mayor Brown and Councilperson Arceneaux.

On motion by Zurita, seconded by Arceneaux, Emma Sharif was appointed as the voting delegate for the League of California Cities Annual Conference (September 30 - October 2, 2015), by the following vote on roll call:

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

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

ACCEPT THE RESIGNATION OF COMMISSIONER SUSAN ADAMS - Block Club Commission

Councilperson Sharif announced that she would be providing the names of two residents from the Fourth District for Block Club appointment.

Councilperson Zurita requested a report on the expired terms.

City Clerk Godwin stated that she would bring forth a report of expired terms and applications received.

On motion by Zurita, seconded by Sharif, the resignation of **Commissioner Susan Adams** was accepted, by the following vote on roll call:

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

CITY MANAGER'S REPORTS - There were no City Manager's Reports.

CITY ATTORNEY'S REPORTS

5. REQUEST TO HIRE LEGAL COUNSEL FOR LEGAL OPINION (Action Item)

City Attorney Cornwell stated that as a result of last week's discussion regarding council's request to hire legal counsel; he took action and brought forth the following three firms for consideration: Renne Sloan Holtzman Sakai LLP, the Hensley Law Group and Jenkins & Hogin Law Firm, each known for their City Attorney work and City Charter interpretation. Mr. Cornwell also made note that he does not know these firms personally or professionally, they are not currently doing business, nor have they requested to do business with the City of Compton.

As a side note, Mr. Cornwell cited a mishap with the supplemental attachments within the background documentation and so he provided the City Council with copies of the services provided by Renne Sloan Holtzman Sakai LLP and and Jenkins & Hogin Law Firm. In addition, he offered copies to audience members for public review.

Councilperson Galvan asked the City Attorney why members of the City Council were not given the opportunity to select their own legal firms.

City Attorney Cornwell replied that he did not receive much direction as to how to make the selection, therefore, he believed that selecting firms completely independent of the City would be a good place to start.

Councilperson Zurita asked the City Attorney if these laws firms came from the list previously provided to the City Council by resolution.

City Attorney Cornwell indicated that he has never contacted either of the firms selected for this action, nor have they performed work for the City.

Councilperson Zurita cited a conflict with the City Attorney's recommendation in that he would advise the City Council to seek legal counsel regarding matters related to his salary but then subsequently provide three law firms to choose from regarding this issue.

City Attorney Cornwell acknowledged Councilperson Zurita's concerns as two unrelated issues - this current issue is regarding the discussion held last week to hire independent legal counsel which was at Councilperson Galvan's request - at the end of the vote, there were comments made requesting a second opinion on his opinion on that issue only.

Councilperson Galvan asked if he could add more law firms at this time. City Attorney Cornwell remarked that if there are additional firms, he will bring their supplemental information forward so that council can vote on their choice.

Mayor Brown clarified that the purpose of this item is to hire an independent party to review the City Attorney's legal opinion on this matter - after which the City Attorney took the lead to identify firms that did not have any affiliation with the City; so therefore, City Council should select a firm that can provide an objective opinion.

Councilperson Arceneaux inquired about long-standing law firms with experience in chartered city laws and interpretation. City Attorney Cornwell assured Councilperson Arceneaux that all three firms listed are serving and have experience representing chartered cities.

Councilperson Galvan recommended the item be brought back next week so that council can review the supplemental attachments from the law firms selected.

City Attorney Cornwell stated that he would bring the item back next week with the appropriate recommended action.

CLOSED SESSION

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

   PUBLIC EMPLOYMENT
   Title: City Manager
   Pursuant to California Government Code Section 54957

On motion by Zurita, seconded by Galvan, closed session was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None
UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2015-2016 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF AND ENTER INTO A CONTRACT WITH BMI CONSULTING GROUP, INC. TO PROVIDE CONSTRUCTION SERVICES FOR THE LUEDERS PARK-WILLIAM LOVE POOL SLIDE PROJECT ($88,450)

On motion by Zurita, seconded by Galvan, **Resolution # 24,223** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2015-2016 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF AND ENTER INTO A CONTRACT WITH BMI CONSULTING GROUP, INC. TO PROVIDE CONSTRUCTION SERVICES FOR THE LUEDERS PARK-WILLIAM LOVE POOL SLIDE PROJECT ($88,450)"** was approved, by the following vote on roll call:

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

8. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER II OF THE COMPTON MUNICIPAL CODE TO DELETE SECTION 2-28 (HOUSING DEVELOPMENT COMMISSION) IN ITS ENTIRETY (First Reading)

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

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

On motion by Arceneaux, seconded by Galvan, **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER II OF THE COMPTON MUNICIPAL CODE TO DELETE SECTION 2-28 (HOUSING DEVELOPMENT COMMISSION) IN ITS ENTIRETY (First Reading)"** was placed on first reading by title only, by the following vote on roll call:

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

9. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER II OF THE COMPTON MUNICIPAL CODE TO DELETE SECTION 2-21 (GAMING COMMISSION) IN ITS ENTIRETY (First Reading)

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

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

Councilperson Zurita asked the City Attorney if a public hearing was required to delete this commission.

City Attorney Cornwell reported that no public hearings were required to delete this commission.

Councilperson Zurita inquired about the person and/or entity now responsible for performing the duties for matters related to the Compton Gaming Commission, i.e., the unresolved issue of a revoked bingo business license.

City Attorney Cornwell explained to Councilperson Zurita that all items related to the Gaming Commission will be posted to the City Council agenda with the City Treasurer, City Clerk and City Attorney still working to plan, organize, and position them for approval.

Councilperson Zurita remarked that she would like to include in the legal opinion, a reconfiguration of the City Clerk, City Treasurer, and City Attorney salaries as the boards and commissions are dissolved because they too, receive the stipend.

City Attorney Cornwell clarified that this item does not pertain to full-time elected officials, i.e., City Treasurer, City Attorney, and City Clerk.

Councilperson Arceneaux stated that she remembers the City Council voting to drop the word "commission" and incorporating only the “pay” into the City Treasurer, City Attorney, and City Clerk salaries.

Councilperson Zurita requested the funding source or sources for commission stipends.

Stephen Ajobiewe, City Controller, stated that stipends are funded by General Fund monies.

Councilperson Galvan asked the City Attorney if this action will dissolve the commission meetings immediately. City Attorney Cornwell reported that ordinances are effective 30 days after approval.

Councilperson Galvan requested a legal opinion in writing indicating whether he should or should not cash his commission checks.

Douglas Sanders, City Treasurer, suggested the City Attorney request a legal opinion from the state attorney general. City Attorney Cornwell stated that he would not recommend that course of action at this time.

Councilperson Arceneaux instructed the City Controller to immediately stop her stipends in excess of $600.

On motion by Arceneaux, seconded by Zurita, **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER II OF THE COMPTON MUNICIPAL CODE TO DELETE SECTION 2-21 (GAMING COMMISSION) IN ITS ENTIRETY (First Reading)"** was placed on first reading by title only, by the following vote on roll call:

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

APPROVAL OF WARRANTS

10. Warrant #228856 - 7/22/15 - Evan Brooks Associates Inc. - Preparation of TIGER Grant Application - $24,000.00 - Requested by: Grants Division

    Warrant #229135 - 8/6/15 - LA County Auditor-Controller - Payment for Low and Moderate Income Housing Audit - $700,000.00 - Requested by: City Manager

    Warrant #229157 - 8/6/15 - Wintech Resources Inc. - Emergency Ambulance Billing Service - $16,577.35 - Requested by: Fire Department

    Total Amount - $740,577.35

On motion by Galvan, seconded by Zurita, the warrants were approved, by the following vote on roll call:

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

#1.

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- First District Townhall meeting will be held Wednesday, September 16, 2015 at Gonzales Park from 6 p.m. to 7:30 p.m.
- Asked the City Manager and City Attorney to address and implement the City's noise ordinance in the residential areas of Parmalee and Stockwell Street.
- Made comments in regards to the pending construction of the brickyard development on Central Avenue.
- "4th Annual Walk For A Cure" will be held Saturday, October 10, 2015 from 7 a.m. to 11:30 a.m. on Greenleaf Boulevard. Please arrive early. Registration is free.

Councilperson Galvan offered the following communications/announcements:

- Made comments in regards to the success of the Second District School Backpack Giveaway held two weeks ago.
- Presented a request to the City Manager to name the Lueders Park gymnasium after Compton's own NBA Toronto Raptors basketball player Demar DeRozan.
- Requested "No loitering" signs at Wilson Park, Cesar Chavez Park, and Lueders Park
- "Senior Costume Party" will be held Friday, October 30, 2015 at the Dollarhide Community Center.
- Requested a resolution declaring the month of November Diabetes Awareness Month.
- "Straight Outta Compton Hamburger Giveaway" will be held Saturday, September 28 - 29, 2015 at Tam's Jr. Burgers from 1 p.m. to 8 p.m.
- Apologized to the citizens and the City if his comments towards the City Attorney regarding the commission pay seemed disrespectful and inappropriate.

Resident Concerns
Motorcycles driving down Rosecrans Boulevard on the former drive-in site
Repair the water fountain at Cesar Chavez Park

Councilperson Arceneaux offered the following communications/announcements:

- "Third District Townhall meeting" will be held Thursday, September 10, 2015 at Burrell McDonald Park from 6 p.m. to 8 p.m.
- Requested support for the implementation of a Crime Commission in an effort to help minimize crime in the City of Compton.
- D.L. Diaz company consultant will be hosting a special workshop Thursday, September 10, 2015 at Burrell McDonald Park regarding the rehabilitation of Central Avenue. For more information please contact Sheriff's Deputy Owens at (310) 605-6542.

Councilperson Sharif offered the following communications/announcements:

- Asked the City Attorney to address the illegal dumping sites discovered on Gibson Street.
    - **City Attorney Cornwell** stated that he would be performing ride alongs in the various districts each week; and asked to meet with the City Manager to locate funding to help the Public Works department install signs to address noise and illegal dumping.

- CCUNAT will be hosting a "Save Your Home California" forum which will be held Saturday, September 19, 2015 from 11 a.m. to 1 p.m. at Holy Chapel Missionary Baptist Church located at 1016 East Rosecrans Avenue.

- "Mexican Independence Day Celebration" will be held Saturday, September 12, 2015 at Our Lady of Victory Church beginning at 6:30 p.m.

***Councilperson Galvan exited the meeting at 8:30 p.m.**

Mayor Brown offered the following communications/announcements:

- Made comments in regards to the success of the META Housing Corporation Metro Compton Senior Grand Opening event.

- "Foster & Adoptive Parent Recruitment Event" will be held Saturday, September 19, 2015 from 11 a.m. to 1 p.m. at the Dollarhide Community Center. For more information please call (888) 811-1121.

- Congratulated Serena Williams on her journey towards being the greatest women's tennis player of all time.

On motion by Zurita, seconded by Sharif, the meeting recessed to closed session at 8:37 p.m., by the following vote on roll call:

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

The meeting reconvened from closed session at 10:29 p.m.

ROLL CALL

Council Members Present: Zurita, Arceneaux, Sharif, Brown
Council Members Absent: Galvan

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported out that council met in closed session regarding conference with legal counsel - anticipated litigation one (1) potential case; there was no action taken pursuant to California Government Code Section 54956.9(b). In the case regarding Public Employment - Title: City Manager; there was no reportable action was taken pursuant to California Government Code Section 54957.

ADJOURNMENT

On motion by Zurita, seconded by Arceneaux, the meeting was adjourned at 10:30 p.m., by the following vote on roll call:

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

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City Clerk of the City of Compton **Mayor of the City of Compton**

September 22, 2015

TO: MAYOR AND CITY COUNCIL

FROM: CITY CONTROLLER

SUBJECT: **AN UPDATE REPORT OF THE PUBLIC FINANCE AUTHORITY LEASE REVENUE BONDS SERIES 2008**

SUMMARY

This update report contains the balance of the bond obligation, the associated bond interest payable and the proceeds of the bond not yet spent but held with the Bond Trustee (US Bank) as of **September 15, 2015** in respect of the Public Finance Authority Lease Revenue Bonds Series 2008.

BACKGROUND

The Public Finance Authority (PFA) was established for the purpose of financing public capital improvements, and to provide working capital for the City and the former Community Redevelopment Agency. PFA currently has only one outstanding bond - the Public Finance Authority Lease Revenue Bonds Series 2008 which was issued on May 1, 2008. The PFA Lease Revenue Bonds Series 2008 was approved by the City Council with Resolution No. 22,536 dated 3/11/2008 to fully pay off an earlier bond issued in 1997 and to finance the following capital projects (2008 Projects):

1. Rehabilitation of Compton City Hall for **$5,200,000**
2. Facilities improvement and equipment purchase for the City's Parks in the amount of **$3,134,000**
3. Purchase and installation of City-wide surveillance cameras for **$2,000,000**
4. Design and construction of Senior Citizen Center for **$11,200,000**
5. Design and construction of Parking Structure as part of the Transit Center revitalization project for **$8,366,000.**

Pursuant to Resolution No 22,901 of July 28, 2009, the City Council made certain changes to the definition of "2008 Projects" and reallocated funds in the PFA 2008 Lease Revenues Bonds account for the purpose of financing those changes. Specifically, the City Council mandated that the construction of the Senior Citizen Center and Parking Structure should be funded by the then Community Redevelopment Agency (CRA) and not from the Lease Revenue Bond. Therefore, the amounts originally allocated for the Senior Citizen Center project **($11,200,000)** and Parking Structure project **($8,366,000)** were reallocated to finance the Compton Police Project. After commencement of the project, the City Council subsequently mandated that the Compton Police Project should be discontinued, and ratified all costs incurred on the project.

Resolution No 23,422 of November 8, 2011 made further changes to the "2008 Projects" and reallocated funds for the purpose of financing the changes. Specifically, the City Council mandated that funds should be reallocated to finance the Martin Luther King Multimodal Transit center in the amount of **$4,000,000**, the Compton Dispatch Center for **$700,000** and debt service payment of the Lease Revenue Bond in the amount of **$7,000,000**.

On July 2, 2013, the City Council approved further change to the "2008 Projects" with Resolution No. 23,789 to include financing of further improvements to the Martin Luther King Multimodal Transit Center in an additional amount not to exceed **$665,000**.

On June 28, 2015, the City Council approved the commencement of arrangements to refund the Lease Revenue Bonds by using the unspent proceeds of the Bond for the partial repayment of the Bond. The resolution authorized the allocation of an amount not-to-exceed **$4,000,000** of the unspent proceeds of the Bond to specifically pay the principal and interest of the Bond due on September 1, 2015.

STATEMENT OF ISSUE

The table below shows the amount allocated to the initial projects ("2008 Projects") approved by the City Council with Resolution No. 22,536 dated 3/11/2008, the amounts of reallocation made by the City Council with Resolution No. 22901 of 7/28/2009, the amounts of further reallocation by the Council with Resolution No. 23,422 of 11/8/2011, the additional amount reallocated for the MLK Transit Center with Resolution No. 23,789 of 7/2/2013, the amount spent on each project and the balances not yet spent or reallocated.

Project	Initial Allocation Resolution # 22,536	Second Reallocation Resolution # 22,901	Third Reallocation Resolution # 23,422	Amount Spent To-date	Unspent Balance To-date	Remarks
City Hall Rehabilitation	$ 5,200,000	$ 5,200,000	$ 5,200,000	$ 457,117	$ 4,742,883	
Parks Rehabilitation	3,134,000	3,134,000	3,134,000	2,048,899	1,085,101	
Surveillance Cameras	2,000,000	2,000,000	2,000,000	1,736,419	263,581	
Senior Citizen Center	11,200,000	-	-	-	-	
Parking Structure	8,366,000	-	-	-	-	Resolution No. 22,901 (2009) erroneously indicated $8,701,000.
Compton Police Project	-	19,566,000	1,792,902	1,792,902	-	The unspent amount of $17.77m was reallocated by Res. 23,422.
MLK Project	-	-	4,000,000	3,990,525	9,475	
MLK Improvements	-	-	665,000	658,772	6,228	Additional allocation per Resolution No. 23,789.
Debt Service Payments	-	-	7,000,000	6,959,663	40,337	Resolution 23,422
Debt Service Payments	-	-	4,000,000	2,784,944	1,215,056	Resolution 24,211 allocated $4 million for debt service payment
Compton Dispatch Center	-	-	700,000	-	700,000	
Unallocated	-	-	1,408,098	-	1,408,098	Amount not yet reallocated to any project.
Total	**$ 29,900,000**	**$ 29,900,000**	**$ 29,900,000**	**$20,429,241**	**$ 9,470,759**	

The MLK Project has been completed and put to use by the City. The City-wide camera project was in progress as of time of this report. Several cameras have been installed and are currently functioning.

Some of the specific tasks under the Parks Rehabilitation Project have been completed. The City Council approved during the 2014/2015 Fiscal Year that the unspent balance under the Parks Rehabilitation Project should be utilized to complete other aspects of the City's park improvement. The amounts allocated for the debt service payments have been utilized to make the debt payments.

The actual amount of cash at US Bank (Bond Trustee) representing total proceeds of the PFA Lease Revenue Bonds Series 2008 not yet spent as of **September 15, 2015** was **$12,895,165**. The bank balance comprised the follows:

	Bank Balance 9/15/2015
Capital Project Account	$ 8,946,027
Reserve Account (Lease Revenue Bonds Fund)	3,949,138
Total balance at US Bank	**$ 12,895,165**

The amounts of the outstanding principal obligation and the associated bond interest payable for the duration of the PFA Lease Revenue Bonds Series 2008 are shown below:

Fiscal Year	Principal Payment	Interest Payment	Total Payment	Remarks
2008-2009	$ 1,130,000	$ 788,362.50	$ 1,918,362.50	Bond payment made by the City
2009-2010	-	2,319,887.50	2,319,887.50	Bond payment made by the City
2010-2011	-	2,319,887.50	2,319,887.50	Bond payment made by the City
2011-2012	-	2,319,887.50	2,319,887.50	Bond payment made by the City
2012-2013	-	2,319,887.50	2,319,887.50	Bond payment made by the City
2013-2014	-	2,319,887.50	2,319,887.50	Bond payment made by the City
2014-2015	-	2,319,887.50	2,319,887.50	Bond payment made by the City
2015-2016	1,625,000	2,319,887.50	3,944,887.50	$2,784,943.75 paid, $1,159,943.75 due on 3/1/2016
2016-2017	1,710,000	2,238,387.50	3,948,387.50	Not yet due for payment
2017-2018	1,795,000	2,153,137.50	3,948,137.50	Not yet due for payment
2018-2019	1,885,000	2,063,387.50	3,948,387.50	Not yet due for payment
2019-2020	1,980,000	1,969,137.50	3,949,137.50	Not yet due for payment
2020-2021	2,075,000	1,870,137.50	3,945,137.50	Not yet due for payment
2021-2022	2,180,000	1,766,387.50	3,946,387.50	Not yet due for payment
2022-2023	2,290,000	1,657,387.50	3,947,387.50	Not yet due for payment
2023-2024	2,405,000	1,542,887.50	3,947,887.50	Not yet due for payment
2024-2025	2,530,000	1,416,625.50	3,946,625.50	Not yet due for payment
2025-2026	2,665,000	1,283,800.00	3,948,800.00	Not yet due for payment
2026-2027	2,805,000	1,143,887.50	3,948,887.50	Not yet due for payment
2027-2028	2,950,000	996,625.00	3,946,625.00	Not yet due for payment
2028-2029	3,105,000	841,750.00	3,946,750.00	Not yet due for payment
2029-2030	3,260,000	686,500.00	3,946,500.00	Not yet due for payment
2030-2031	3,425,000	523,500.00	3,948,500.00	Not yet due for payment
2031-2032	3,595,000	352,250.00	3,947,250.00	Not yet due for payment
2032-2033	3,450,000	172,759.50	3,622,759.50	Not yet due for payment
	$46,860,000	**$ 39,706,122.50**	**$ 86,566,122.50**	

RECOMMENDATION

It is recommended that the Mayor and City Council receive and file this report.

STEPHEN AJOBIEWE
CITY CONTROLLER

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

September 22, 2015

TO: MAYOR AND CITY COUNCIL

FROM: CITY CONTROLLER

SUBJECT: **A REPORT OF THE CITY OF COMPTON 2015/2016 TAX AND REVENUE ANTICIPATION NOTES**

SUMMARY

This report contains relevant information about the City of Compton **2015/2016 Tax and Revenue Anticipation Notes** (**TRANS**) issued in August 2015. Although the TRANS was issued by the City and represents obligation of the General City, this report was included here for the information of the Chairperson and Directors of the Public Finance Authority.

BACKGROUND

For several years, the City experienced cash flow problem during the first half of each fiscal year (i.e. from July to December of each year). The cash flow issue was a result of the fact that the City received bulk of its General Fund revenues (especially the Motor Vehicle License Fee and Property Tax revenues) during the second half of the year. The City received smaller amounts of General Fund revenues during the first half of each fiscal year. This situation meant that the City had to delay payments to its vendors (during the first half of each year) which resulted in strained relationship with the City's critical vendors.

To ensure that the City does not experience the annual cash flow problem, the City Council authorized the issuance of a **$10.00 million Tax and Revenue Anticipation Notes (TRANS)** to provide cash for financing the City's operations during the first half of the 2015/2016 fiscal year.

The City will utilize the proceeds of the 2015/2016 TRANS to remain current in paying its monthly bills until the revenue collections increased significantly in the second half of the fiscal year. The TRANS will be fully repaid (principal and interest) in **June 2016** utilizing the General Fund secured revenues accumulated in a lock box from July1, 2015 to May 31, 2016.

STATEMENT OF ISSUE

The net proceeds of the TRANS of **$9,712,500** (after deducting underwriter's discount of $90,000, and total issue expense of $197,500 as detailed below) was deposited with the City's Trustee (US Bank).

The total issue expense of $197,500 represents professional fees of the Attorneys / Counsel, Bond Consultants, Capital Market Specialist, and Trustee engaged for the issuance of the TRANS. The services of the professionals were necessary to ensure that the issuance of the TRANS was properly documented, marketed to investors, registered with the necessary Agencies and that all legal requirements were complied with. The fees were verified and paid directly by the Trustee (US Bank) and the fees were deducted from the proceeds of the TRANS deposited in the City's US Bank account. Details of the professional services regarding the TRANS are:

Name	Professional Service	Fee Amount
Gonzalez, Saggio & Harlan LLP	Bonds Counsel for the TRANS	$ 60,000
Butler Snow LLP	Special Counsel review of the TRANS	50,000
Comer Capital Group	Capital Market Services	60,000
CCG Asset Management	Cash Investment Services	8,500
IFC Securities	Bond Underwriters	7,500
Bell & Washington, LLP	Underwriter's Counsel Services	7,500
US Bank	Trustee Services	1,500
Dorsey & Whitney, LLP	Corporate and Business Law Services	2,500
	Total	**$ 197,500**

Bulk of the proceeds of the TRANS will be utilized to pay the Los Angeles County Sheriff for the law enforcement services provided within the City. After the date of this report, the City drew down the amount of $3,207,611 to pay the Los Angeles County Sheriff.

RECOMMENDATION

It is recommended that the Mayor and City Council receive and file this report.

STEPHEN AJOBIEWE
CITY CONTROLLER

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

September 22, 2015

TO: **CHAIRPERSON & DIRECTORS**

FROM: **CITY CONTROLLER**

SUBJECT: **REPORT OF SALES AND USE TAX REVENUES – FOR THE 2015/2016 FISCAL YEAR**

This report contains an update report of the Sales and Use Tax revenues received by the City for the Fiscal Year 2015/2016. The City of Compton Sales and Use Tax Rate is currently **9.00%**. This rate comprises the following:

	Fiscal Year 2015/2016	**Fiscal Year 2014/2015**
Sales Tax Rate Imposed by State of California	7.50%	7.50%
Sales Tax Rate Imposed by Los Angeles County	1.50%	1.50%
Sales Tax Rate Imposed by City of Compton	0.00%	0.00%
Total Sales Tax Rate	**9.00%**	**9.00%**
Actual Sales Tax amount received as of Sept 15	**$ ----------**	**$ ----------**

The portion of the **9%** sales tax rate receivable by the City of Compton is approximately **1%**. The City has not commenced receiving the Sales and Use Tax revenue for the 2015/2016 Fiscal Year. The City will commence receiving the revenue for the 2015/2016 Fiscal Year in October 2015. The City conservatively budgeted to receive a total of $7,560,540 in the 2015/2016 Fiscal Year.

Thank you.

STEPHEN AJOBIEWE
CITY CONTROLLER

JOHNNY FORD
CITY MANAGER

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September 22, 2015

TO: MAYOR AND CITY COUNCIL

FROM: ALITA GODWIN, CITY CLERK

SUBJECT: BOARDS AND COMMISSIONS APPOINTMENT(S)

The following is a list of Boards/Commissions/Committees that have vacancies.

Block Club Commission
One (1) Vacancy

Community Relations Commission
Three (3) Vacancies

Compton Commission for Women
Two (2) Vacancies

Disability Commission
One (1) Vacancy

Employment & Training Commission
Three (3) Vacancies

Public Safety Commission
One (1) Vacancy

Youth Leadership Council
Three (3) Vacancies

Footnote: Staff is requesting the removal of LaTerrea Allen from the Beautification Committee for non attendance. Upon the acceptance and removal of the individual based on staff's recommendation the following commission will have a vacancy: Beautification Committee (1),

The following is a list of commissioners with expired terms as of June 30, 2015.

Block Club Commission
Roberto Carrillo
Dorothy Rhone (2014)

Commission on Aging
Erma J. Clemmons

Federal Grants Advisory Board
Angela Burrel
Cassandra Gamble
Mary Godoy
Peter Hargraves

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Commission for Women
Pearl Dairy
Felicia Haynes
Theresa McNair
Andria Watkins

Disability Commission
Patsy E. Childers

Loan Review Board
Theodore Austin – Wells Fargo
Lestean Johnson – New Beginnings
Rolando Marquez – La Quinta Real
Eugene McGuire – Southeast Tow

Parks & Recreation Commission
Tomas Carlos
Barbra Keyes
Corinth King
Michael McAllister

Planning Commission
Elizabeth Atkinson
Juanita Wright-Green

The following is a list of residents that are interested in serving on a commission and have submitted an application expressing their desire to be appointed.

Name	Commission
Butler, Ginell	Employment & Training
Deese, Jackson Beverly	Parks & Recreation
Denton, Willie	Planning Committee
Hawkins, Channing	Planning Commission
Jackson, Charles Jr.	Employment & Training
Jackson, Jasper	Oversight/Personnel Board/Planning
Lawson-Williams Electa E.	Commission for Women

The following is a list of Multi-Jurisdictional Associations and Committees for City of Compton Representation.

Alameda Corridor Board
Alternate – Vacant

Compton Creek Mosquito Abatement
Alternate – Vacant

Gateway Cities Council of Governments
Representative – Willie Jones – (710 fwy)

Independent Cities Lease Finance
Representative – Willie Jones

ALITA L. GODWIN, CMC
CITY CLERK

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PUBLIC DOCUMENT

As of September 8, 2015

BOARDS, COMMITTEES AND COMMISSIONS

BEAUTIFICATION COMMITTEE (11)	*(Marvin Hunt)*	
Allen, LaTerrea	03-04-14	6-30-18
Earl, Janet	06-06-06	6-30-17
Holbrook, Dolores	06-27-06	6-30-17
Hollis, La Florence	06-06-06	6-30-17
Johnson, Mildred	10-14-14	6-30-18
Marshall, Terry	04-15-14	6-30-18
Pearsall-Reeder, JoAnne	03-03-09	6-30-17
Porter, Archie	01-27-15	6-30-19
Smith, Aina	05-23-06	6-30-16
Smith, Joel	06-06-06	6-30-17
Reed, Dwayne	05-02-06	6-30-16

BLOCK CLUB COMMISSION (9)	*(Carl Houston/Pat Sweet)*	
Blueford, Gilda	10-14-14	6-30-18
Carrillo, Roberto	02-07-95	6-30-15
Hefflin, Donna	03-04-14	6-30-18
Island, Lashone **(Not Sworn)**	12-16-14	6-30-18
Lewis, Keahna	03-04-14	6-30-18
Lopez, Olivia	10-14-14	6-30-18
Pitts, Gregory Jr.	04-08-14	6-30-18
Rhone, Dorothy	03-19-02	6-30-14

(1 Vacancy – unexpired term ending 6-30-16)

COMMISSION ON AGING (5)	*(Marvin Hunt)*	
Clemmons, Erma J.	11-06-07	6-30-15
Diggs, Earlene	09-21-10	6-30-16
Haymon, Della	10-14-14	6-30-16
Thompson, Barbara	12-03-02	6-30-16
Williams, Etta	04-08-14	6-30-18

COMMUNITY RELATIONS COMMISSION(9)	*(Kelly Montgomery)*	
Dobson, Lanetta	04-08-14	6-30-18
Kopanos, Kyron	10-14-14	6-30-18
Nash, Corey	10-14-14	6-30-18
Reynaga, Cristian	04-08-14	6-30-18
White, Harriett	10-14-14	6-30-18
Wright, Theresa	10-14-14	6-30-18

Vacant (3)

COMPTON COMMISSION FOR WOMEN (15)	*(Tana McCoy)*	
Brown, Flora	05-09-06	6-30-18
Colbert, Pearl	05-09-06	6-30-18
Dairy, Pearl	03-09-99	6-30-15
Dawson, Margaret	03-04-14	6-30-18
Haynes, Felicia	09-20-11	6-30-15
Lawson, Mary	02-01-94	6-30-18
McLaughlin, Mandy	05-02-06	6-30-18
McNair, Theresa	09-20-11	6-30-15
Sawyer, Minnie	05-02-06	6-30-18
Scott, Octavia	09-08-98	6-30-16
Shipman, Joyce	05-09-06	6-30-18
Ward, Debra	04-08-14	6-30-18
Watkins, Andria	09-20-11	6-30-15

Vacant (2 new terms)

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DISABILITY COMMISSION (9)	*(Marvin Hunt)*	
Childers, Patsy E.	07-23-96	6-30-15
Clark, Mary E.	03-12-02	6-30-18
Dukes, Betty	03-12-02	6-30-18
Garror, Phyllis	10-28-14	6-30-18
Hood, David	09-21-99	6-30-17
Osborne, Brandie	03-04-14	6-30-18
Roshon, Evelyn	09-21-99	6-30-17
Williams, Michael	07-23-96	6-30-16
Vacant (2-new terms)		

EMPLOYMENT & TRAINING ADVISORY COUNCIL (7)	*(Kim McKenzie)*	
Coleman, Jocelyn	03-04-14	6-30-18
Hayden, Aleah	03-04-14	6-30-18
Oliver, Darrin	03-04-14	6-30-18
Smith, James	03-04-14	6-30-18
Vacant (3)		

FEDERAL GRANTS ADVISORY BOARD (9)	*(Renea Ferrell)*	
Bragg, Kymberly Craven	03-03-09	6-30-17
Burrel, Angela	09-20-11	6-30-15
Darden, Lillie	03-04-14	6-30-18
Gamble, Cassandra	11-06-07	6-30-15
Ganter, LaTanya	02-17-09	6-30-17
Godoy, Mary	03-21-95	6-30-15
Hargraves, Peter	02-21-95	6-30-15
Jennings, Henry	12-12-00	6-30-16
Postelle, Brenda	10-19-04	6-30-16

LOAN REVIEW BOARD (5)	(*Robert Degadillo)*	
Johnny Ford - City Manager	No. Exp.	
Austin, Theodore- Wells Fargo	04-26-05	6-30-14
Johnson, Lestean - New Beginnings	03-03-09	6-30-14
Marquez, Rolando – La Quinta Real	04-26-05	6-30-13
McGuire, Eugene – Southeast Tow	04-05-05	6-30-14

OVERSIGHT COMMITTEE (5)	*(Kimberly McKenzie)*	
Edwards, Mary	03-04-14	6-30-18
Parker, Callie	03-04-14	6-30-18
Sanchez-Boyden, Bruce	10-14-14	6-30-18
Shandell, Irene	03-04-14	6-30-18
Terry, Ulysses	07-18-06	6-30-18

PARKS AND RECREATION COMMISSION (5)	*(Marvin Hunt)*	
Carlos, Tomas	09-20-11	6-30-15
Hefflin David	03-04-14	6-30-18
Keyes, Barbra	09-20-11	6-30-15
King, Corinth	04-08-14	6-30-15
McAllister, Michael	11-06-07	6-30-15

PERSONNEL BOARD (5)	*(Vacant)*	
Alcala, Rodolfo	10-14-14	6-30-18
Anderson, Charlene	12-16-14	6-30-17
Duhart, Hartsell	10-08-13	6-30-17
Green, LoWanda	10-08-13	6-30-17
Hayward, Ieesha	09-20-11	6-30-17

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PLANNING COMMISSION (5)	*(Robert Degadillo)*	
Atkinson, Elizabeth	09-20-11	6-30-15
Gardner, Kinikia	03-04-14	6-30-18
Hays James Jr.	03-04-14	6-30-18
Horton-Pope, LeMeika	10-14-14	6-30-18
Wright-Green, Juanita	09-09-03	6-30-15

PUBLIC SAFETY COMMISSION (7)	*(City Manager/ACM/Fire/Building/Daryl Grimes)*	
Cannon, Zadie	10-14-14	6-30-18
Knox, James	04-08-14	6-30-18
Pickens, Georgena	03-04-14	6-30-18
Reed, Jon Sr.	03-04-14	6-30-18
Taylor, Randy	03-04-14	6-30-18
Vacant (1 new term, 1 term ending 6-30-18)		

RESIDENT ADVISORY BOARD (5)	*(Del Green)*
Day, Sonia	
Hartfield JoAnne	
Hayes, Frances	
Hobbs, Fred	
Wilson, Addie	

YOUTH LEADERSHIP COUNCIL (5)	*(Vacant)*	
Jackson, Maiki	04-08-14	6-30-16
McCain, Mariah	10-14-14	6-30-18
Vacant (3)		

QUALIFICATIONS FOR ALL BOARDS/COMMISSIONS: A RESIDENT OF COMPTON

#

DIRECTORS:

ALAMEDA CORRIDOR BOARD
Representative - Mayor Aja Brown Alternate: Vacant

CALIFORNIA CITIES HOME OWNERSHIP AUTHORITY
Representative – Isaac Galvan Alternate: Yvonne Arceneaux

CALIFORNIA CONTRACT CITIES-8119 Somerset Blvd., Paramount, Ca. 90723
Representative – Mayor Aja Brown Alternate: Isaac Galvan

COMPTON CREEK MOSQUITO ABATEMENT DISTRICT (BOARD OF TRUSTEES)-1224 S. Santa Fe Avenue, Compton, 90221

Representative – Yvonne Arceneaux Alternate: Vacant

COUNTY SANITATION DISTRICT-1955 Workman Mill Rd., Whittier, 90607
Representative – Mayor Aja Brown Alternate: Isaac Galvan

GATEWAY CITIES COUNCIL OF GOVERNMENTS-16401 Paramount Blvd., Paramount, 90723
710 Freeway
Representative – Willie Jones Alternate: Mayor Aja Brown

91/605 Freeway
Representative – Yvonne Arceneaux Alternate: Mayor Aja Brown

Executive Board – Mayor Aja Brown Alternate: Isaac Galvan

INDEPENDENT CITIES ASSOCIATION OF LOS ANGELES COUNTY – 1601 N. Sepulveda Blvd. #744, Manhattan Beach, Ca 90266 (Non-Voting)
Representative - Mayor Aja Brown Alternate: Janna Zurita

INDEPENDENT CITIES LEASE FINANCE AUTHORITY- POB 1750, Palmdale, Ca 93590
Representative – Willie Jones Alternate: Isaac Galvan

JOINT POWERS AUTHORITY
Representative – Mayor Aja Brown Alternate: Isaac Galvan

LEAGUE OF CALIFORNIA CITIES-1400 K Street, Sacramento, 95814
Representative – Emma Sharif Alternate: Yvonne Arceneaux
Alternate: Mayor Aja Brown

MTA – METROPOLITAN TRANSPORTATION AUTHORITY – One Gateway Plaza, LA 90012
Representative – Mayor Aja Brown Alternate: Janna Zurita

METROPOLITAN WATER DISTRICT – 700 N. ALAMEDA ST., LOS ANGELES 90012
Representative – Yvonne Arceneaux

SO. CA. AIR QUALITY MANAGEMENT DISTRICT (COMPTON NOT ON BOARD)
21865 E. Copley Drive, Diamond Bar, 91765

Representative - Mayor Aja Brown Alternate: Yvonne Arceneaux

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS-818 W. 7th Street, 12th Floor, (Main Office), Los Angeles 90017

Representative – Mayor Aja Brown Alternate: Yvonne Arceneaux

September 22, 2015

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **STEVE MASURA, DIRECTOR OF BUILDING AND SAFETY**
BUILDING AND SAFETY DEPARTMENT

SUBJECT: **A REQUEST TO CONTINUE THE PUBLIC HEARING TO ADOPT A RESOLUTION INCREASING THE BUILDING AND SAFETY DEPARTMENT PERMIT AND INSPECTION FEES (October 6, 2015 at 3:45 p.m.)**

SUMMARY

Staff is requesting a continuance of the hearing to adopt a resolution increasing the Building and Safety fee to October 6, 2015 at 3:45 p.m.

STEVEN MASURA, DIRECTOR
COMMUNITY DEVELOMENT DEPARTMENT

JOHNNY FORD
CITY MANAGER

September 22, 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 AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO AFFORDABLE HOUSING NETWORK, LLC, d/b/a GOSECTION8.COM FOR PROVISION OF INTERNET-BASED SOFTWARE SYSTEM ($2,500)**

SUMMARY

This request is for authorization to issue a purchase order in the amount of Two Thousand Five Hundred Dollars ($2,500.00) to Affordable Housing Network, LLC, d/b/a/ GoSection8.com for internet-based software system for a period of one (1) year. The purchase order amount will pay for a software system licensing agreement that will ensure that the Local Housing Authority's ("LHA") software will be current with ever-changing regulations, entitle the LHA to technical support, feature updates and software enhancements, and ongoing training via "On Line" webinars when needed.

BACKGROUND

Affordable Housing Network, LLC ("GoSection8.com") has provided strategic rent reasonableness services to the nation's largest Public Housing Authorities. GoSection8.com is completely web-based and requires no installation of software. This portal will enable prospective tenants to search for available housing. In addition this portal includes a property unit listing service that allows property owners/landlords to add their properties.

STATEMENT OF THE ISSUE

The GoSection8.com software streamlines the rent reasonable process; automatically **integrating comparable data** and generating **HUD compliant rent reasonable reports.** GoSection8.com will save staff valuable time, eliminating the need for extracting data or contracting with an outside vendor to purchase comparables. The entire process of completing a rent reasonable report including selecting comparables, takes about one minute per report, saving staff several minutes each time a report is run. The GoSection8 system will provide an automated, turn-key web-based solution that addresses three key requirements for the administration of your HCV program:

- Rent Reasonableness Determination, Certifications, and Quality Control
- Courtesy HCV Landlord Property Listing Maintenance and Portal
- Creation and maintenance of a rent reasonableness database

The Internet-based solution described is fully compliant with the provisions of HUD regulations:

- 24 CFR 982.507
- 24 CFR 985.3(b) as it pertains to SEMAP
- Notice PIH 2003-12
- HCV Program Guidebook, Chapter 9 Rent Reasonableness

FINANCIAL 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 License Agreement with Affordable Housing Network, LLC, however, the LHA's budget is controlled by the City Council; therefore, Council approval is needed for issuance of the purchase order.

There is no fiscal impact to the General Fund. The total cost for the one (1) year agreement will be Two Thousand Five Hundred Dollars ($2,500.00). Funds for this expenditure are available in the 2015-16 Fiscal Year budget in Account No. 2820 790 000 4249.

RECOMMENDATION

The Housing Authority recommends that the City adopt the attached Resolution authorizing the issuance of a purchase order in the amount of $2,500.00 to Affordable Housing Network, LLC.

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 ISSUANCE OF A PURCHASE ORDER TO AFFORDABLE HOUSING NETWORK, LLC, d/b/a GOSECTION8.COM FOR PROVISION OF INTERNET-BASED SOFTWARE SYSTEM ($2,500)

WHEREAS, Affordable Housing Network, LLC, d/b/a GoSection8.com, will provide the Compton Local Housing Authority with a software program that integrates rent comparable data with a web-based rent reasonableness service, along with a web-based unit listing service (Software System); and

WHEREAS, a polling of other Public Housing Authority's ("PHA") reveals that "GoSection8.com" software is the single most important factor in managing rent reasonable methodology and custom housing locator; and

WHEREAS, the software will manage the Housing Authority's day-to-day operations more efficiently and said software is approved by the Housing and Urban Development (HUD), and will be used to upload valuable information to HUD and other divisional entities within HUD; and

WHEREAS, the cost for the software system for a year will be Two Thousand Five Hundred Dollars ($2,500); and

WHEREAS, the funds for this expenditure are available in the Fiscal Year 2015-2016 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 $2,500.00 to Affordable Housing Network, LLC dba GoSection8.com for provision of an internet-based software system.

Sections 2. That funds for this expenditure are available in the 2015-2016 Fiscal Year budget in Account No. 2820 790 000 4249.

Section 3. That a certified copy of this Resolution shall be filed in the Offices of the City Manager, City Controller, City Clerk, 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, 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

LICENSE AGREEMENT

This License Agreement (this "**Agreement**"), made and entered into by and between **Affordable Housing Network, LLC, d/b/a GoSection8.com**, with offices at 5000 T Rex Ave Suite 150, Boca Raton, FL 33431, United States ("**GoSection8.com**") and **Compton Housing Authority** having offices at 600 N. Alameda Street Compton, CA 90221 ("Client"), is made and entered into as of **October 1, 2015 (Effective date)**

WITNESSETH

WHEREAS, GoSection8.com has developed and owns a proprietary software program that integrates rent comparable data with a web-based rent reasonableness service, known as Go8 Rent Watch™, along with a web-based unit listing service (the "Software System"); and

WHEREAS, Client desires to receive a non-exclusive, non-transferable, limited license from GoSection8.com pursuant to which GoSection8.com will provide Client with access to the current version of the Software System for a specified number of verifiable comparable rental data (the "Comparables"); and

WHEREAS, GoSection8.com is willing to grant such a non-exclusive, non-transferable, limited license on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the obligations undertaken by the parties hereto, GoSection8.com and the Client, hereby agree as follows:

1. Description of Service and License

In accordance with this Agreement, GoSection8.com will provide Client with access to the Software System (the "Licensed Program") for the fees specified in Exhibit A. As part of its set-up services hereunder, GoSection8.com includes a customized portal (Housing Locator) for Client's own website. This portal enables prospective tenants to search for available housing. In addition, GoSection8.com includes a property unit listing service that allows property owners/landlords to add their properties to the courtesy Section 8 list. Within ninety days of the execution of the portal and upon request of the client, GoSection 8 will conduct a landlord workshop at clients' location of choice.

Any new features and upgrades that augment or enhance the current content, services, and technology contained in the Licensed Program are included and will also be subject to this Agreement. In addition to the Licensed Program, Client will receive all updates to the Licensed Program during the term of this Agreement.

The Licensed Program will be delivered to Client via a web-based interface upon execution of this Agreement by both parties hereto at the following URL: http://GoSection8.com. Client will receive a User License (a non-exclusive, non-transferable, limited license for unlimited users) provided by GoSection8.com to Client for the fees as set forth herein and described in Exhibit A. The User License provides the ability to have a unique user name and password and is meant for Client's use of the Licensed Program. Users must obtain access to the World Wide Web, either directly or through devices that access Web-based content, and pay any service fees associated with such access, including any carrier fees. In addition, users must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem and/or a wireless access device.

Go Section8 will provide ongoing training via "on line" Webinars and a visit to the clients place of business upon request. Go Section 8 will also provide live customer support during normal business operation.

2. Confidentiality

The parties agree that it is necessary and desirable in connection with this Agreement to disclose to each other certain information that is confidential and proprietary to the disclosing party (the "Confidential Information"). The Confidential Information includes, but is not limited to, information related to: (a) financial information, market strategy, or products of the disclosing party, and (b) Licensed Program documentation, including, but not limited to, trade secrets, know-how, techniques, processes, algorithms, formulas, schematics, testing procedures, software design and architecture, computer source and object codes, product requirements, reports, performance information, software documents, and other technical, business, product, marketing and financial information, pricing, plans and data. Confidential Information shall not include information that: (i) is now or subsequently becomes generally available to the public through no fault or breach on the part of the receiving party; (ii) the receiving party can demonstrate to have had lawfully in its possession without an obligation of confidentiality prior to disclosure hereunder; (iii) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party as evidenced by written documentation; (iv) the receiving party lawfully obtains from a third party who has the right to transfer or disclose it and who provides it without any obligation to maintain the confidentiality of such information; or (v) is required to be disclosed by court order or operation of law (provided that the receiving party notifies the disclosing party prior to such disclosure so as to afford the disclosing party a reasonable opportunity to object or seek an appropriate protective order with respect to such disclosure). Except as otherwise expressly provided in this Agreement, each party agrees to keep confidential the Confidential Information disclosed to it by the other during the term of this Agreement, and to not disclose such Confidential Information to third parties except confidential disclosures made to directors, officers, employees, consultants, counsel, accountants, professional advisers and other agents of the party or its affiliates whose duties justify access to such Confidential Information to perform such party's obligations or exercise its rights hereunder, who shall each agree to comply with nondisclosure protections at least as protective of the other party's Confidential Information as those in this Section 2 and to use such Confidential Information only for the purposes set forth in this Agreement. Each party agrees that its obligations with respect to the other party's Confidential Information shall survive indefinitely. During the term of this Agreement, each party shall take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information to prevent the duplication or disclosure of Confidential Information of the other party. Each party hereto shall use its best efforts to cause any third parties that may come into possession of any Confidential Information to maintain the confidentiality of the other party's Confidential Information.

3. Fees

Client agrees to pay GoSection8.com according to the terms set forth in Exhibit A to this Agreement. Unless otherwise stated, all fees are due and payable net thirty (30) days from date of invoice. Client's GoSection8.com account will be considered delinquent if it remains unpaid at the beginning of the next monthly accounting cycle, or if an invoice submitted to Client by GoSection8.com (as discussed below) remains unpaid for the same period of time.

The Licensed Program, and the Site, may be suspended if Client's account is delinquent for more than sixty (60) days past the initial billed date. Further, GoSection8.com may impose a charge to restore archived data from delinquent accounts. Inquiries should be directed to GoSection8.com at hasupport@GoSection8.com. GoSection8.com may, in its sole discretion, add, or replace some or all of the services, technology, or functionality of the Licensed Program at any time, so long as any such modifications, upgrades or replacements do not degrade existing functionality.

4. Content

The Web site associated with the Licensed Program, including GoSection8.com content, services, and technology (the "Site"), may contain information, data, text, software, music, sound, photographs, graphics, video, and

messages (collectively, "Content") that are protected by copyrights, trademarks, trade secrets or other proprietary rights. Client understands that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such content originated. GoSection8.com does not guarantee the accuracy, quality or usefulness of any Content that has not been provided by GoSection8.com.

GoSection8.com expressly reserves the right to suspend or terminate Client's account if Client's continued use of the Content, or Licensed Program, on the Site is, in GoSection8.com's sole judgment, likely to cause loss or damage.

5. Client Responsibilities; Online Conduct

Client agrees to facilitate the transition to the Licensed Program by distributing rack cards (i.e. a printed postcard size card promoting the listing service) or brochures containing instructions to enable property owners and prospective tenants to list and locate rental properties by using the Site. These materials will be provided by GoSection8.com to Client free of charge. In addition, Client agrees to include announcements in Client's publications, monthly newsletter, website or other medium informing property owners of the relationship between Client and GoSection.com. Client will also ensure that its employees participate in the GoSection8.com training programs. Client agrees to prominently display an exclusive link to the co-branded landlord listing portal on Client's website.

Client agrees to use the Licensed Program, as well as the Site, only for lawful purposes. Client is responsible for maintaining the confidentiality of any passwords supplied by GoSection8.com that grant access to the Content, Licensed Program, or the Site. Furthermore, Client is entirely responsible for all activities that occur under the Client's password and account. Client shall notify GoSection8.com immediately of any unauthorized use of Client's passwords. Client acknowledges that GoSection8.com has no responsibility for any loss or damage arising from Client's failure to comply with these requirements.

Client acknowledges that it shall be subject to the Terms of Use posted on the Site as the same may be modified from time to time by GoSection8.com in its sole discretion.

GoSection8.com will use its best efforts at its own expense to recover any and all lost or corrupted data due to virus, hackers, faulty hardware and unauthorized GoSection8.com employee access.

6. Term and Termination of Account

Compton Housing Authority has agreed to contract with GoSection8 for a period of (1) one year. In addition, and without limiting any other rights available under the law, either party may, at its option, terminate this Agreement with cause (and in GoSection8.com's case, suspend Client's access to the Licensed Program):

(a) In the event that either party materially defaults on its obligations hereunder and fails to cure its default, if such default is capable of cure, within thirty (30) days after having been given written notice of such default.

(b) Immediately and without any requirement of notice, in the event that (a) either party files a petition in bankruptcy; files a petition seeking any reorganization, arrangement, composition or similar relief under any law regarding insolvency or relief for debtors; or makes an assignment for the benefit of creditors; (b) a receiver, trustee or similar officer is appointed for the business or property of either party; (c) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against such party and not stayed, enjoined, or discharged within sixty (60) days; or (d) either party adopts a resolution for, or undertakes to effect a, discontinuance of its business or dissolution.

Notwithstanding any termination of this Agreement, the parties acknowledge and agree that Sections 2, 8, 9, 10, 11, 12, and 15 shall survive and remain in effect in accordance with their terms. Any termination of this Agreement shall be without prejudice to any other rights or remedies available under this Agreement or at law.

7. Compliance with Laws

Client agrees to comply with all local rules and regulations regarding online conduct and acceptable content.

8. Warranty and Disclaimer

GoSection8.com warrants that the Licensed Program shall perform substantially in accordance with the Documentation and the specifications contained therein.

The Site and Content are provided on an "as is" basis and is intended to be available 24 hours per day, 7 days per week.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, GOSECTION8.COM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, GOSECTION8.COM DOES NOT WARRANT THAT THE LICENSED PROGRAM IS ERROR FREE, THAT THE OPERATION OF THE LICENSED PROGRAM SHALL BE UNINTERRUPTED, THAT FUNCTIONS CONTAINED IN THE LICENSED PROGRAM WILL MEET CLIENT'S REQUIREMENTS OR SPECIFICATIONS, OR THAT THE LICENSED PROGRAM WORKS WITH ANY THIRD PARTY SOFTWARE OR HARDWARE CONFIGURATION.

Any material downloaded or otherwise obtained through the use of the Site is done at Client's own discretion and risk, and GoSection8.com shall have no responsibility for any damage to Client's computer system or loss of data that results from the download of any such material.

9. Limitation of Liability

In no event shall GoSection8.com be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by Client or any third party, whether in an action in contract or tort, arising from Client's access to, or use of, the Site or the Content, the Licensed Program, the Documentation and services. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply.

10. Maximum Liability

NOTWITHSTANDING ANYTHING SET FORTH IN THIS AGREEMENT, THE MAXIMUM LIABILITY OF GOSECTION8.COM FOR DAMAGES TO CLIENT IS THE TOTAL FEES RECEIVED BY GOSECTION8.COM UNDER THIS AGREEMENT. The provisions of this Section 10, shall not apply to any claim or action arising under the confidentiality, intellectual property, or indemnification provisions of this Agreement.

11. Indemnity

Client shall defend, indemnify and hold harmless GoSection8.com, its officers, directors, employees and agents from and against any and all liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of any third party claims or administrative or criminal proceedings in any way connected with Client's

access to or use of the Content, Licensed Program, Documentation or the Site (except for claims or proceedings alleging that such access or use as contemplated hereunder infringes upon a third party's intellectual property rights), provided that GoSection8.com (a) promptly gives written notice of the claim or proceeding to Client; (b) gives Client sole control of the defense and settlement of the claim or proceeding (provided that Client may not settle such claim or proceeding without GoSection8.com's consent unless Client unconditionally releases GoSection8.com of all liability); and (c) provides to Client, at Client's cost, all reasonable assistance.

GoSection8.com shall defend, indemnify and hold harmless Client and its officers, directors, employees and agents from and against any and all liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of any third party claims or administrative or criminal proceedings alleging that the use of the Content, Licensed Program, Documentation or the Site infringes the intellectual property rights of a third party, provided that Client (a) promptly gives written notice of the claim or proceeding to GoSection8.com; (b) gives GoSection8.com sole control of the defense and settlement of the claim or proceeding (provided that GoSection8.com may not settle such claim or proceeding without Client's consent unless GoSection8.com unconditionally releases Client of all liability); and (c) provides to GoSection8.com, at GoSection8.com's cost, all reasonable assistance.

If Client's quiet enjoyment and use of the Licensed Program is disrupted as a result of a third party infringement claim, GoSection8.com shall perform one or all of the following actions within ninety (90) days of the date Client notifies GoSection8.com of such third party's claim:

(1) Replacement: Replace the Licensed Program by implementing a non-infringing software product of equivalent functional and performance capability of the Licensed Program; or

(2) Modification: Modify the Licensed Program to avoid the infringement without eliminating the functional and performance capabilities of the Licensed Program as described in the Documentation; or

(3) Obtain License: Obtain a license from the third party claiming infringement for Client's use of the Licensed Program; or, failing to provide any of these three alternatives,

(4) Refund: Refund to Client a prorated portion of the license fees paid hereunder.

THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY OTHERWISE DISCLAIMED.

12. Intellectual Property

Title to the Licensed Program and Documentation, including ownership rights to patents, copyrights, trademarks and trade secrets therein, are the exclusive property of GoSection8.com. Nothing contained in this Agreement is intended to convey any such property rights to Client.

Any improvements or derivative works created from the Licensed Program or Documentation will be the sole property of GoSection8.com.

Client agrees that it shall not modify, reverse engineer, decompile, create other works from, or disassemble the Licensed Program.

13. Contact Information

Client may direct any questions regarding, services technology and support, to GoSection8.com via email at hasupport@GoSection8.com.

14. Force Majeure

Neither party shall be liable for any delay or failure in performance due to Force Majeure, which shall include without limitation acts of God, earthquake, hurricane, labor disputes, changes in law, regulation or government policy, riots, war, acts of terrorism, fire, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, third party transportation difficulties, or other occurrences which are beyond the delayed parties reasonable control, provided that the delayed party provides the other party with prompt notice of such delay.

15. Miscellaneous

(a) Assignment. Client may not assign its obligations hereunder without the prior written consent of GoSection8.com, except in the instance of a merger, reorganization, consolidation or sale of all or substantially all of Client's assets. Any assignment in contravention of this provision shall be void.

(b) Notices. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been effectively given: (i) immediately upon personal delivery or electronic or facsimile transmission to the party to be notified; (ii) one (1) day after deposit with a commercial overnight courier with tracking capabilities; or (iii) three (3) days after deposit with the U.S. Postal Service by registered or certified mail, postage prepaid to the respective addresses of the parties as set forth herein.

(c) Entire Agreement; Amendments. This Agreement, and all exhibits, schedules, addenda and instruments to be delivered by the parties pursuant hereto, represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. This Agreement may not be amended or modified without a written instrument executed by the parties hereto.

(d) No Agency. The parties acknowledge that, as to each other, they are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchisee-franchisor relationship is intended or created by this Agreement.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. The parties hereto agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Compton, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement.

(f) Section Headings. The section headings are for the convenience of the parties and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

(g) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement

(h) Rights Cumulative; No Waiver. No right or remedy herein conferred upon or reserved to either of the parties hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing. The failure of either party hereto to insist any time upon the strict observance or performance of any provisions of this Agreement or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the parties hereof may be exercised from time to time as often as may be deemed expedient by the parties hereto, as the case may be.

(i) Inconsistencies. Except as otherwise stated, in the event of any inconsistency between this Agreement and any exhibit, schedule or addenda attached hereto, the terms and conditions of this Agreement shall control.

(j) Trademarks; Copyrights. GoSection8.com® and Go8 Rent Watch™ are registered trademarks of GoSection8.com, Inc. Other names appearing on the Site may be trademarks of GoSection8.com or a third party. Copyright © 2004-2014, GoSection8.com, Inc., all rights reserved.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which, when taken together, shall be one and the same document.

The undersigned agrees, as an authorized representative and signatory of the "Client" to accept the terms and conditions stated herein, on behalf of "Client" and to confirm that "Client" is in compliance with and will remain in compliance with each of the export restrictions listed above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

AFFORDABLE HOUSING NETWORK, LLC

By: _____

Name: DOMINIC MUTTILLO

Title: DIRECTOR

Dated: 9/17/2015

APPROVED as to Form:

By: _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

By: _____
Alita Godwin, City Clerk

Dated: _____

EXHIBIT A

Fee structure for the term of this agreement is as follows. **Please check one**:

During the term of this Agreement, for each twelve (12) month period of time commencing on the Effective Date, Client shall pay a fee equal to **$2,500.00** annually _____ paid once per year or **$625.00** quarterly _____ due and payable on the first day of each quarter. This agreement is based on 800+ Vouchers.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Housing Authority**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO AFFORDABLE HOUSING NETWORK, LLC, d/b/a GOSECTION8.COM FOR PROVISION OF INTERNET-BASED SOFTWARE SYSTEM ($2,500)**

Delmonsha Green — **9/8/2015 1:51:21 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **9/17/2015 12:46:03 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **9/10/2015 11:22:37 AM**
CITY CONTROLLER — DATE

Johnny Ford — **9/10/2015 10:50:13 AM**
CITY MANAGER — 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.

September 22, 2015

TO: **MAYOR AND CITY COUNCIL**

FROM: **CITY CLERK**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SALES AND MULTI-YEAR MAINTENANCE AGREEMENT WITH HEIDELBERG USA, INC. FOR THE PURCHASE OF A SUPRASETTER A52 GEN III PLATE MAKER PROCESSOR ($156,146.23)**

SUMMARY

The City Council will consider adopting a Resolution authorizing the City Manager to enter into an agreement to purchase a Suprasetter A52 Gen III Plate Maker Processor at a cost $134,993.23 and a thirty-three (33) month service agreement at a total cost of $21,153.00, payable in quarterly amounts of $1,923.00, with Heidelberg USA, Inc.

BACKGROUND

In November 2006, the City Council adopted Resolution No. 22,186, which authorized the lease/purchase of a Ripit Film Processor. In 2013, the City's Information Technology Division began a City-wide computer operating systems update with the newer version of Microsoft Windows Seven (7). As a result of the software upgrade, the Ripit Film Processor is not compatible with the Windows Seven (7) operating system and is a chemical-based file processor that contains hazardous materials. This system is obsolete and will not be updated by the Ripit Corporation, thus staff has recommended that a more environmentally suitable chemical-free processor replace the Ripit Film Processor.

STATEMENT OF ISSUE

In June 2015, staff solicited proposals to provide a digital plate maker, training, and a maintenance and technical support agreement. Proposals were received from the following companies:

Heidelberg USA Incorporated, Suprasetter A52 GEN III Platesetter, Workflow	**$123,847.00**
Fuji Film North America, Dart Thermal 4-up Platesetter & XMF Workflow	$135,244.00
AGFA Corporation, Avalon N4E Platesetter, Workflow Single Autoloader	$128,488.00

The proposals were evaluated on their understanding of the Reprographics Division needs, their proven ability to efficiently implement solutions in a similar environment, price, equipment guarantee and the ability to support the equipment. Heidelberg USA, Incorporated is the manufacturer of the equipment and has provided the lowest, most responsive proposal.

FINANCIAL IMPACT

The total cost for the purchase of the equipment, including taxes and delivery is One Hundred Four Thousand Nine Hundred Ninety Three Dollars and Twenty-Three Cents ($134,993.23). The thirty-three month service agreement totals Twenty One Thousand One Hundred Fifty Three Dollars ($21,153.00), payable quarterly at a cost of One Thousand Nine Hundred Twenty Three Dollars ($1,923.00).

Funds for this expenditure, in the total amount of $156,146.23 are available in the City Clerk 2015-2016 Fiscal Year Budget in Account Number 6200-470-0000-4334.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ALITA GODWIN, CMC
CITY CLERK

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 SALES AND MULTI-YEAR MAINTENANCE AGREEMENT WITH HEIDELBERG USA, INC. FOR THE PURCHASE OF A SUPRASETTER A52 GEN III PLATE MAKER PROCESSOR ($156,146.23)

WHEREAS, in 2006 the City lease/purchased a Ripit Film Processor, however, in 2013, the City began a City-wide computer operating systems update with the newer version of Microsoft Window Seven (7); and

WHEREAS, as a result the of the software upgrade, the Ripit Film Processor used by the Reprographics Division is not compatible with the new Windows Seven (7) operating system and is an obsolete chemical-based file processor containing hazardous materials which will not be updated by the Ripit Corporation; and

WHEREAS, in June 2015 staff solicited proposals to provide a digital plate maker, training, and a maintenance and technical support agreement. Proposals were received from the following companies:

Heidelberg USA Incorporated	$123,847.00
Fuji Film North America	$135,244.00
AGFA Corporation, Avalon N4E Platesetter	$128,488.00

WHEREAS, the proposals were evaluated on their understanding of the Reprographics Division needs, their proven ability to efficiently implement solutions in a similar environment, price, equipment guarantee and the ability to support the equipment and it was determined that Heidelberg USA, Incorporated provided the lowest, most responsive proposal; and

WHEREAS, the total cost for the purchase of the equipment, including taxes and delivery is One Hundred Four Thousand Nine Hundred Ninety Three Dollars and Twenty-Three Cents ($134,993.23) and the thirty-three month service agreement totals Twenty One Thousand One Hundred Fifty Three Dollars ($21,153.00), payable quarterly at a cost of One Thousand Nine Hundred Twenty Three Dollars ($1,923.00).

WHEREAS, funds for this expenditure, in the total amount of $156,146.23 are available in the City Clerk 2015-2016 Fiscal Year Budget.

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

SECTION 1. That the City Manager is hereby authorized to enter into an agreement to purchase a Suprasetter A52 Gen III Plate Maker Processor at a cost $134,993.23 and a thirty-three (33) month service agreement at a total cost of $21,153.00, payable in quarterly amounts of $1,923.00, with Heidelberg USA, Inc.

SECTION 2. That a purchase order is authorized to be issued in the amount of One Hundred Fifty Six Thousand One Hundred Forty Six Dollars and Twenty-Three Cents ($156,146.23).

SECTION 3. That funds for this expenditure are available in the City Clerk 2015-2016 Fiscal Year Budget in Account Number 6200-470-000-4334.

SECTION 4. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Controller, City Attorney, City Clerk and Reprographics Division.

#11.

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) 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, 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-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

HEIDELBERG

Pro Forma Service Contract Invoice

Correspondence to:
Heidelberg USA
1000 Gutenberg Drive, NW
Kennesaw, GA 30144-7028
Phone: 800 437-7388
Fax: 800-841-7765

Invoice No : 06262015PF
Date : 06/26/2015

Customer #: 14390230

City of Compton
205 S Willowbrook
COMPTON, CA 90220

Heidelberg Partner Program Agreement

Item	Description		Unit	Price USD
10000	Suprasetter A52 DTL		Per Month	**$ 300.00**
20000	CP85		Per Month	**80.00**
30000	Site (Software contract for Prepress Manager 52 with Renderer 52)		Per Month	**261.00**
	Total Amount Due Quarterly			**$1,923.00**
	33 Month Contract to be Billed Quarterly			

Thank you for your business!

Remit to:
Heidelberg USA, Inc.
P.O. Box 845180
Dallas, TX 75284

HEIDELBERG

DATE 5/28/2015

14390230 CUSTOMER NO.

14390230 CUSTOMER NO.

ProForma INVOICE NO.

BILL TO

City of Compton
205 S Willowbrook
COMPTON CA 90220

SHIP TO

City of Compton
205 S Willowbrook
COMPTON CA 90220

Date Shipped	Shipped VIA	Sales Contract and Security Agreement No.	Our Order Number	Entered By
		1153112821		Todd A Vanderweyden

Item No.	Material No.	Description	Quantity	U/M	Unit Price USD	Amount USD
10000	PT.MD3.V000/	Suprasetter A52 Gen III	1	ea.		**123,847.00**
10400	MV.053.398 /03	Retrofit kit A74 punching system HDM	1	ea.		
20000	ZGGUJ.1006544400	CP+85 Premium	1	ea.		
30000	SU45.GRAVITYSTACK	GravityStacker	1	ea.		
40000	PP.888.0100	Prinect Prepress Manager	1	ea.		
50000	PP.888.0040	Prinect Integration Manager	1	ea.		
60000	PP.222.0178	Server T320-S14	1	ea.		
60300	PP.222.0173/01	19" Monitor P1914S	1	ea.		
60400	SU45.632111384	Dell 300GB 10K RPM SAS 6Gbps 2.5in hot p	1	ea.		
70000	PP.PWF.3DAY	3 days Prinect Workflow Service	1	le		
		Sales Tax				**11,146.23**
		Special price based on signing a 3 year Consumables Contract and Service Contract				**$134,993.23**

Remit to:
Heidelberg USA, Inc
P.O. Box 845180
Dallas, TX 75284

#11.

#11.

FUJIFILM

June 2015

Proposal Prepared For

COMPTON CITY



*Images may reflect optional items not contained in this proposal

Dart Thermal 4-up Platesetter & XMF Workflow

#11.

FUJIFILM

Dart Thermal 4-up Platesetter & XMF Workflow

Customer Contact Info:

COMPTON CITY
205 S WILLIEBROOK AVE
COMPTON, CA 90220-3134

FUJIFILM Contact Info:

Specialist — Steve Greenstein
sgreenstein@fujifilm.com

Account Mgr — Interface1
jquinn@fujifilm.com

Proposed Equipment:

Thermal CTP Solutions

1 Dart 4300 E Manual

Features:

- 16-channel laser diode system in a two bank array providing laser redundancy
- Centering registration system
- Auto calibration every 16 plates to verify power ratings to the plate
- Auto drum-balancing for different plate sizes and gauges
- Separate input and output slots allowing for multiple plate staging
- 830nm external drum imaging system
- Plate throughput = 11 plates per hour (28.5" x 24.2" at 2400dpi)
- Maximum plate size = 32 21/32" x 26"
- Minimum plate size = 12 25/32" x 14 19/32"
- 15mm Head and 12mm Tail Clamp
- Plate gauge support = .006 .008 .012
- Supports 2400 2438 and 2540 dpi

Includes:

- Three month manufacturer warranty (includes all parts labor and travel)

Requires:

- Power: Single Phase 200-240V, 20 amp, 4.0 kW
- Environment: Recommended 70-77 degrees, 40 -70 percent relative humidity
- Dimensions: 69.7" W x 40.5" D x 46.7" H

Options:

- Optional press punching capability (up to potentially four internal press punches)
- Upgradeable to 21pph with a laser diode upgrade

1 Powervar For Jav/Dart/FP

Features:

- Power conditioner for Javelin/Dart/FinalProof

1 Dart 4300 E Installation w/Ecomaxx

Dart 4300E Installation with EcoMaxx
Includes:

- Installation of device
- Training

Thermal CTP Solutions - Continued

1 Dart 4300 E First Year Preferred w/o Processor CSA

Dart 4300 E First Year Preferred Customer Support Agreement without Processor
Coverage Period Is 9 Months From End of Warranty
Includes the following coverage from 8am-5pm, M-F:

- 100% discount on Labor and Travel Charges
- 100% discount on non-Consumable Parts
- 100% discount on Shipping Charges for covered parts
- 2 Preventative Maintenance Calls at no charge
- 24 hour, 5 day Phone Support (M-F)
- Taskero Remote Monitoring

Thermal CTP Solutions Sub Total $54,748

Plate Handling Equipment

1 Dart MA-L4300II for Dart III and 4300 series

Features:

- Dart 4300 MAL Cassette Autoloader
- Multi-cassette system
- Three cassettes come standard three cassette maximum
- 100 plates and interleaf capacity per cassette maximum 300 plates on-line
- Automatic interleaf removal
- Supports a minimum plate size of 12' x 14 9/16
- Supports: Dart 4300 E & 4300 S including models with small plate and/or 12mm clamp option

Includes:

- Three month manufacturer warranty (includes all parts labor and travel)

1 Dart MAL Installation

Dart MAL Installation
Includes:

- Installation of device
- Training

1 Dart MAL First Year Preferred CSA

Dart MAL First Year Preferred Customer Support Agreement with Processor
Coverage Period Is 9 Months From End of Warranty
Includes the following coverage from 8am-5pm, M-F:

- 100% discount on Labor and Travel Charges
- 100% discount on non-Consumable Parts
- 100% discount on Shipping Charges for covered parts
- 24 hour, 5 day Phone Support (M-F)
- Taskero Remote Monitoring

Plate Handling Equipment - Continued

1 Nita PROLESS 36' Plate Stacker

Plate Handling Equipment Sub Total $42,696

Workflow Solutions

1 XMF Workflow by Fujifilm - v6 - 4up

Features:
- Core JDF Architecture
- Adobe PDF Print Engine RIP (APPE)
- Unlimited Mac & PC Workflow Clients Including Imposition
- Integrated Imposition with JDF Folding Library
- Adobe In-Rip Trapping with Zonal Trap Plug-In
- Integrated Enfocus Preflight Profiles and Action Lists
- PDF Page Box Editing and Page Splitting Capabilities
- 3D Viewer, Single Page and Imposition Viewers
- XMF Job Archiving
- Flexible Workflow Automation using Templates
- Ink Management of Special Colors, Global and Job Level
- One High Resolution Export Driver
- One Low Resolution Export Driver
- Fujifilm Co-Res Advanced Screening
- DVD and Dongle

1 XMF Additional 4up LR Output Driver

Features:
- Adds additional Low Resolution 4up Driver to XMF

1 XMF 2up LR Output Driver

Features:
- Adds 2up Low Resolution Proofer Driver to XMF

1 XMF Parallel Converter Kit

Features:
- Interface for Fujifilm Javelin and Dart CTP

Includes:
- Interface Box
- PIF Cable
- 100ft CAT6 Network Cable

Workflow Solutions - Continued

1 XMF Central Server Gen4 2650V2

- One (1) Server Pedestal Chassis with Single 600W Power Supply
- Eight (8) drive bays
- One (1) Intel Dual Socket S2600 Server Motherboard
- One (1) Intel Xeon E5-2650V2 Processor – 2.6GHz 8 Cores
- 32 Gigabytes DDR3 1600GHZ Memory
- 4 x 8 Gigabyte DIMMs
- Quad-channel Memory
- One (1) 120GB Intel Solid State SATA Disk Drive for OS
- Five (5) 1TB, 10K Western Digital VelociRaptor Disk Drives
- 1.8 TB RAID 0+1 (Stripe and mirrored)
- Fifth drive assigned as hot spare
- One (1) LSI RAID Eight Channel Controller with Battery Backup
- Four (4) Intel 10/100/1000 Copper Gigabit Embedded on MB
- One (1) Dual Layer DVD +/- RW drive
- One (1) Logitech USB mouse and keyboard
- One (1) 21.5” ASUS LCD display (1920 x 1080 resolution)
- One (1) Microsoft Windows 2012 Server 64-bit OS with media
- One (1) Acronis True Image Recovery Software – Server Edition
- 48 Hour burn in and stress test at factory
- 24 x 7 phone support for hardware and operating system
- Three Year parts and labor warranty

1 XMF PC Hardware/Software Integration

Features:

- NEW XMF System setup.

Includes:

- Installation/configuration of XMF components into customer production environment.
- MANDATORY with ALL NEW XMF System sales.

1 XMF Integration of InkJet Engine

Features:

- Integration of InkJet Engine Driven by XMF at time of Workflow implementation.

Includes:

- ONE - IJ Engine setup and pleasing color ColorMatch.

Requires:

- PSG XMFA

Options:

- PSG ICMA for additional pleasing ColorMatches on same visit.
- ColorPath SYNC DLP for critical Color matches using approved IJ engines. Please consult wth PSG team.

Workflow Solutions - Continued

1 XMF OnSite Workflow Operator Training

Features:
- Base implementation of XMF configuration.
- Allows for 3 consecutive days on-site behind XMF System setup.

Includes:
- Functional operator training of XMF System for up to 3 operators trained concurrently at time of initial delivery.

Requires:
- PSG XMF

Options:
- PSG XMFIJ
- PSG XMFP
- PSG XMFE

1 XMF Workflow by Fujifilm - Annual Customer Support Agreement

Includes:
- Toll-Free Phone Support, M-F, 7:00am - 7:00pm (DST)
- Remote Access Support
- All Point and Version upgrades made available during Coverage Period

1 XMF Followup Visit System Workflow Training

Follow-up Visit XMF System Workflow Training

Workflow Solutions Sub Total	**$37,800**

Grand Total	**$135,244**

Acceptance

NOTE: Freight charges, sales taxes (if applicable), and installation costs, unless included in the proposal, will be determined at the time of delivery, and shall be paid by Purchaser to FNAC within 30 days after installation of the Equipment.

The Pricing on this proposal will be valid for thirty days from the date printed on this proposal. All specifications are believed to be accurate, but are subject to change without notice.

This proposal is for discussion purposes only, and is subject to and contingent upon the mutual execution of a formal written agreement satisfactory to all parties which contains all material business terms. Neither party shall be bound unless and until such formal written agreement is mutually approved and executed.

COMPTON CITY		FUJIFILM North America Corporation (FNAC)	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Leasing Options

Fujifilm has relationships with several leasing and/or financing companies as to enable you to acquire the equipment you need. Our leasing relationships may assist you in securing competitive rates and optimum financial benefits for you.

The figures noted below are based on current rates excluding freight and optional service contracts. They are sample lease rates only to illustrate the options that may be available to you. Actual rates are subject to change without notice.

Contact David Stearns at (847) 458-0191 for current rates and leasing programs being made available for Fujifilm customers.

Amount Financed:	$135,244

Finance Lease

Term	Monthly Payment
36 Months	$4,274
48 Months	$3,294
60 Months	$2,705

June 2015 Rates

- Rates will fluctuate and become fixed on the Equipment Acceptance Date
- Subject to Credit Approval
- Financing estimates do not include local fees and/or taxes
- $1 Purchase Option on all leases
- Not including "Optional Equipment" proposed

Optional Items

Workflow Solutions

1 XMF Additional 4up LR Output Driver **$825**

Features:

- Adds additional Low Resolution 4up Driver to XMF

1 XMF CIP4 to Press Export Option **$4,900**

Features:

- CIP data export for automated ink key set-up at press

Requires:

- Press must be capable of accepting CIP data
- Implementation of CIP3/4 Option - PSG-XMFP

1 XMF Native File Archive Option **$4,350**

Enables XMF archive feature to include native desktop application files within the XMF job archive.

The options listed above are not reflected in the total proposal package price listed in the previous pages

FUJIFILM



XMF Workflow

PRODUCT BROCHURE

Intelligent workflow technology for today and tomorrow



FUJIFILM WORKFLOW xmf Workflow

XMF Workflow

Workflow is a crucial function at the heart of any print operation, whether offset, digital or a combination of both. XMF Workflow is a powerful and flexible production hub that is built around PDF and JDF technologies to offer a rich set of capabilities in pre-flighting, color management, imposition and screening for a variety of output devices that include platesetters, digital presses and Fujifilm's J Press 720 digital inkjet press.

One of the most comprehensive workflow platforms for managing integrated production, XMF Workflow has been designed to meet the production demands of sheetfed, web, and digital print companies. Based on Adobe's PDF Print Engine (APPE), XMF Workflow has, from its inception, led the way in combining the creative depth of Adobe's Creative Suite applications with streamlined print production. XMF Workflow brings together Fujifilm's expertise in color, imposition, and workflow production to allow printers to increase efficiency and productivity while maintaining high-quality production at all times.

Built for speed and efficiency

XMF Workflow has tools to improve efficiencies throughout your business, handling complex PDFs with ease. Using Fujifilm's 'Pure PDF' implementation of the Adobe PDF Print Engine, XMF Workflow ensures that supplied files can be processed extremely quickly. And, because XMF Workflow uses the latest Adobe technology, keeping up with applications is simple.

Built for automation and flexibility

Although easy to use, with a 'one screen' production window, XMF Workflow provides complete control and flexibility in production. And, with its JDF foundation, XMF Workflow is able to link easily to MIS systems, reducing job preparation time as well as providing real-time cost data. All the functions you would expect in a workflow are available in XMF Workflow – pre-flighting, trapping, and, of course, color management, all alongside Fujifilm's advanced imposition functions.

Built for digital and offset

The XMF Workflow suite of solutions provides true cross-media capability. With the ability to prepare a PDF for either CTP or digital output at the click of a mouse, XMF Workflow automatically applies the appropriate imposition, color management and screening settings, maintaining data integrity and color consistency throughout. XMF Workflow also allows for sections to be output to digital presses for proofing purposes.

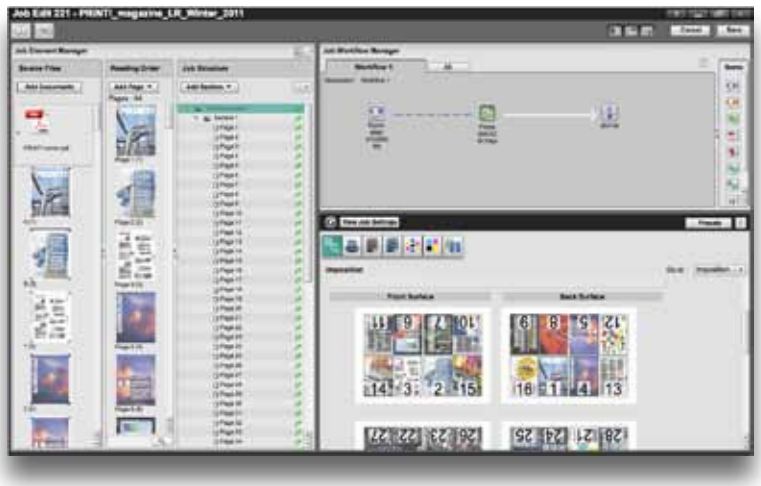
Built to help you add value

Adding new services is key to retaining and gaining business. XMF Workflow enables you to create 3D digital mock-ups, complete with the ability to turn

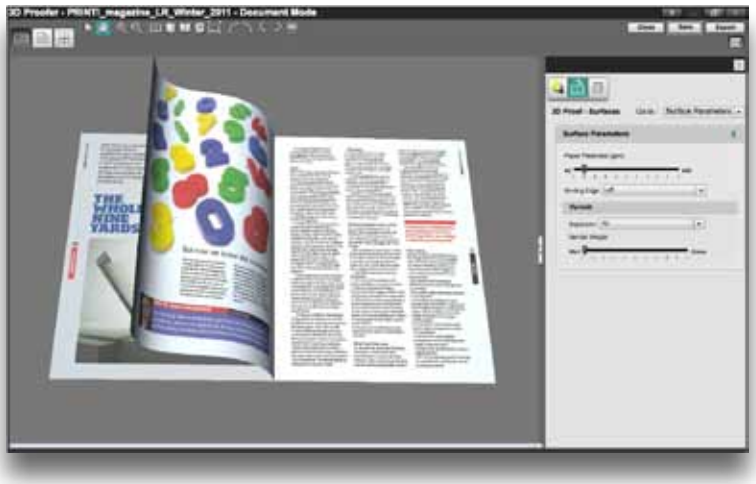




XMF Workflow supports both offset and digital presses, including Fujifilm's J Press 720 B2 inkjet model.



The 'one-screen' interface allows the user to define proofing and printing workflows, to view job content and structure, and to set up and preview impositions.



The 3D proof in XMF Workflow is created from the JDF imposition and rendered production files, giving the most accurate preview of content and form.

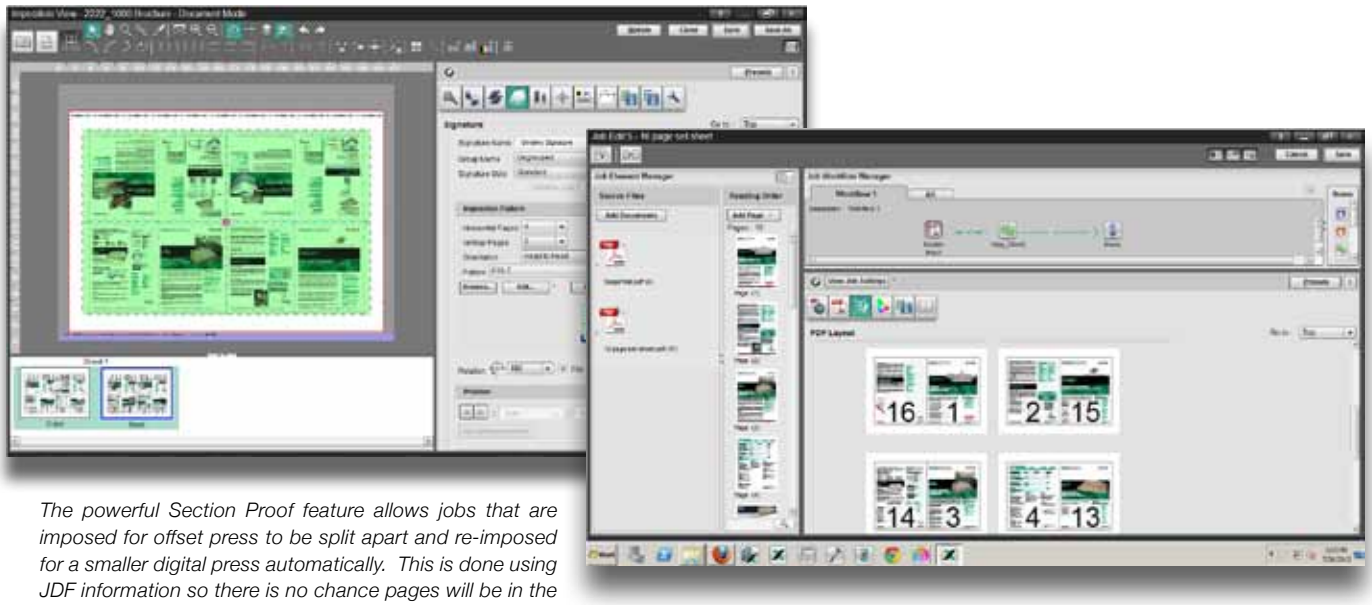
virtual pages in the viewer, showing the effects of different paper types, and allows you to send these as stand-alone 3D virtual proofs to clients. The 3D mock-ups are created from APPE-rendered pages and the production imposition scheme and are therefore as close a representation of the printed product as you can get without actually putting ink on paper. Also, the optional XMF Workflow Remote module adds powerful web browser-based online job submission, previewing, annotation, and approval. This enables you to expand the range of remote services you offer your customers, speeding up job hand-off, review, correction, and sign-off.

Built to reduce costs

Not only does XMF Workflow increase efficiency, but it can also reduce costs. Its intuitive, easy-to-use interface requires very little training, saving both time and money. And, its support for unlimited Mac and PC workflow clients allows unlimited imposition clients without having to pay for additional user licences.

Built to last

Because XMF Workflow is built exclusively around the latest-generation APPE using Fujifilm's 'Pure PDF' approach, it is considerably more efficient at handling the increasingly complex PDF files that both current and future creative applications will produce. This is complemented by integral JDF support, which delivers enhanced communication between applications, pre-press, press, and finishing equipment as part of an information-rich production environment, bringing full visibility of job progress and costs. XMF Workflow is also highly scalable, with the ability to add multiple additional servers to support growing production facilities or customer demand. Together, these factors make XMF Workflow a sound investment in the future of your print production.



The powerful Section Proof feature allows jobs that are imposed for offset press to be split apart and re-imposed for a smaller digital press automatically. This is done using JDF information so there is no chance pages will be in the wrong sequence from offset forms to digital press proofs.



XMF Workflow at a glance

XMF Workflow combines key industry-standard and Fujifilm-specific technologies to deliver a comprehensive workflow with a wide range of advanced capabilities as standard. Key components and capabilities of XMF Workflow include:

Adobe PDF Print Engine	XMF Workflow is based on Adobe's native PDF rasterizer, which is capable of rapidly processing the most complex PDFs with ease.
Pre-flighting	XMF Workflow can pre-flight and automatically correct common PDF errors as files enter the system.
Color management	XMF Workflow incorporates advanced standalone color capabilities and XMF ColorPath Organizer, a gateway to the XMF ColorPath cloud-based color management system.
Trapping	XMF Workflow employs Adobe in-RIP trapping for automatic application of advanced trapping optimized for each output device.
XMF Workflow Impose	XMF Workflow applies sophisticated imposition as appropriate for digital, sheet-fed and web offset printing.
Section proofing	XMF Workflow offers the ability to use digital presses to create physical mock-ups of offset print jobs.
3D proofing	XMF Workflow can generate 3D proofs from APPE RIPped data that can simulate different stock, finishing and folding options.
JDF Connect	XMF Workflow provides an open interface to MIS systems that allows automatic job creation directly from MIS.
DFE JDF integration	XMF Workflow supports open connectivity with the digital front-ends for a variety of digital print systems.

Adobe® PDF Print Engine

JDF WORKS

Please contact FUJIFILM for further information.

FUJIFILM
expect INNOVATION™
FUJIFILM North America Corporation
Graphic Systems Division

contactgraphics@fujifilm.com
phone: 800-877-0555
www.fujifilmgraphics.com

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xmfworkflow_r1

AGFA

Agfa Corporation



Prepared by Benjamin Richard

For

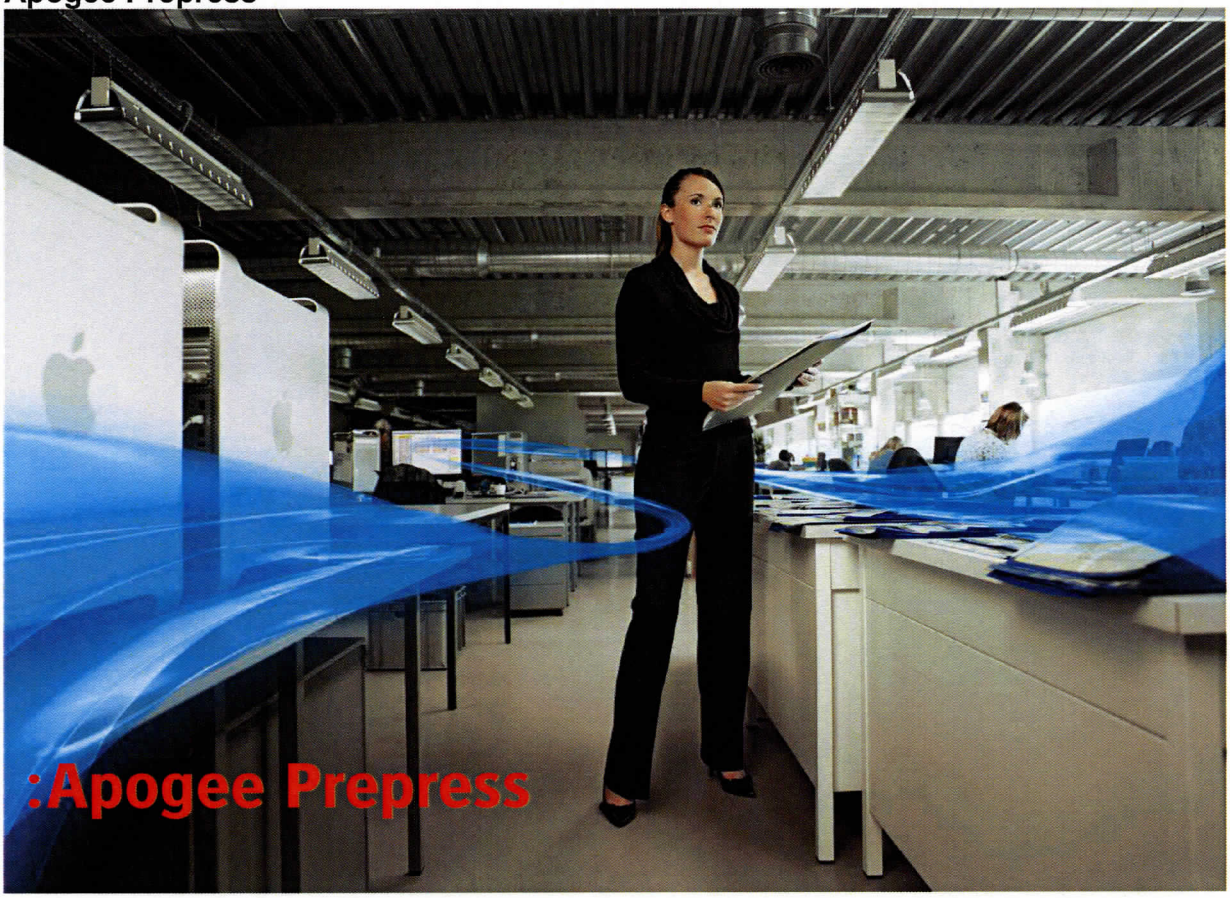
City of Compton

N4 Manage

Agfa Corporation, 611 River Drive, Elmwood Park, NJ 07407-1325

www.agfagraphics.com

Apogee Prepress



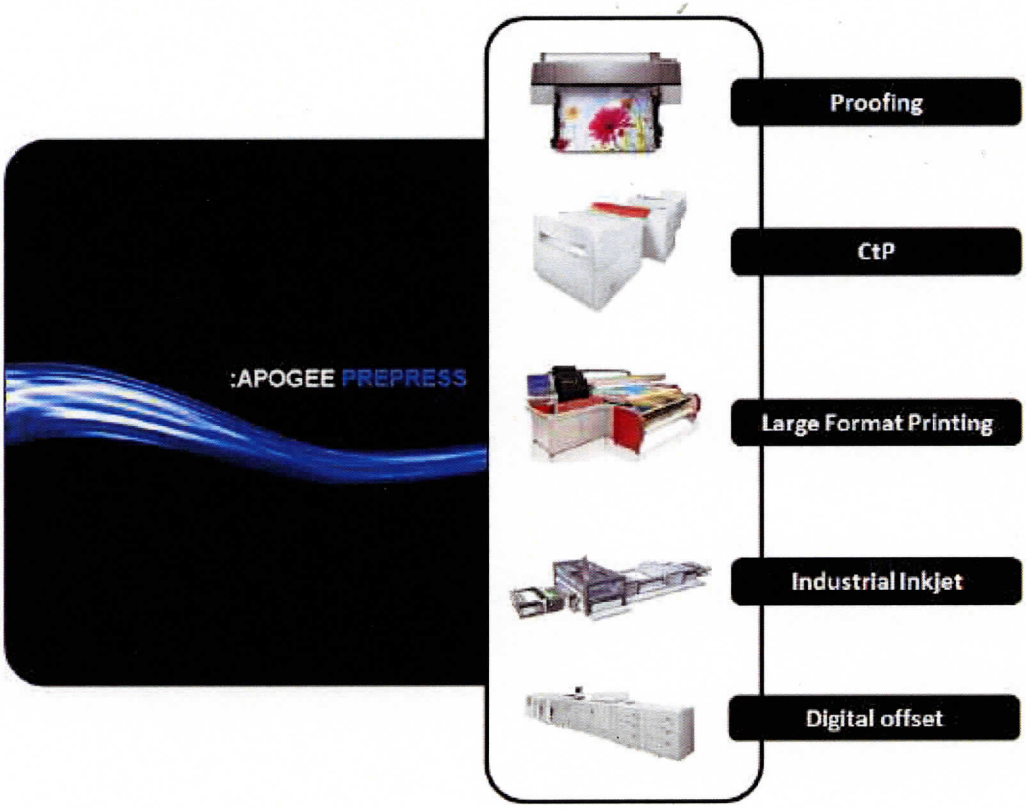
Unique Selling Points

- Integrated functionality in one prepress solution
- Unmatched control over prepress jobs.
- Extensive connectivity to prepress, press and post-press equipment.
- Controlled automation.
- Ease of managing the whole production system.
- Flexible upgrade path.

Agfa Corporation, 611 River Drive, Elmwood Park, NJ 07407-1325
www.agfagraphics.com

Target Customers

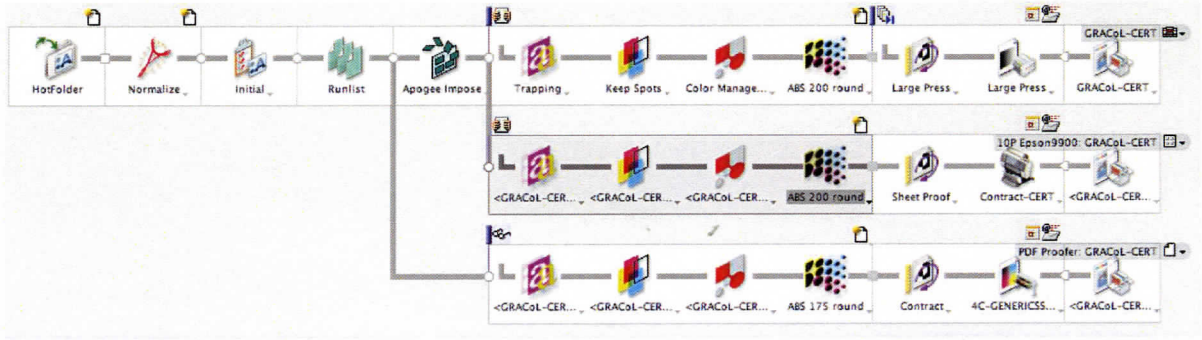
:Apogee Prepress is designed for service bureaus, prepress companies, small to large commercial and packaging printers, and print production plants. :Apogee Prepress allows them to make customer files print-ready for a variety of output devices such as proofers, CtP engines and digital presses.



Customer Benefits

More quality The integration of the Adobe PDF Print Engine (APPE), which allows PDF files to be rendered natively. This eliminates the need to flatten transparent artwork upfront, and enables a more efficient and reliable end-to-end PDF workflow. The Adobe PDF Print Engine ensures that what appears on-screen is what gets printed on paper. Additionally :Apogee Prepress includes other solutions that ensure the best possible and economical print production. These solutions include :Sublima screening, the Color Quality Manager enabling Smart Input Space Recognition, press repurposing, press validation, press calibration and color management tools. And last but not least, :InkSave to save on production costs and to increase stability in print. These solutions work together to give :Apogee Prepress the functionality printers need to meet and exceed the quality demands made by their designers and publishers.

#11.



Full control through flexible production plans.

A scalable system

:Apogee Prepress can easily scale to meet the customer's throughput and functional requirements.

:Apogee Prepress base products and enhancers

The modular design and open architecture enables :Apogee Prepress to adapt and meet the customer's changing production requirements. Through a flexible licensing system additional workflow enhancers are easily added whenever desired.

Three base products

Apogee Render

:Apogee Prepress is the base product, providing out-of-the-box high resolution rendering functionality. Through enhancers, this product can be scaled all the way up to an :Apogee Integrate.

Enhancers

Enhancers are packages which contain additional functionality to "power up" the high resolution base product with more control, automation and job management features. Other Enhancers are available to expand the output format, add proofing and imposition functionality, add output capacity, and much more.

A la Carte Options

In addition to the Enhancers, which in most cases are a bundle or a package of several options; you still have the ability to offer individual options. These options are referred to as the "A la carte" options.

Your Workflow Solutions will have the following features

Comprehensive Job Tickets - Production Plan - MultiFlow - Multi Part

Provides a single job ticket that graphically describes all required processing steps for a job, from PDF creation, preflighting, to imposition and trapping; from page proofing to content proofing, to final output on any of the supported computer to plate systems. Multi Part Job workflow is a new way to create and process jobs with different parts (for example cover & body) that require different processing. Easy setup and simplified viewing and filtering make the Multi Part Job functionality a powerful tool to process, control and adjust the most complex jobs in no time.

Ten :Apogee Prepress Client Licenses

Enables Ten operators to logon to :Apogee Prepress simultaneously to create and submit Job Tickets, manage jobs, track jobs, or manage the :Apogee Prepress System. Options are available to extend the number of clients.

Hot Tickets

Contain Production Plans for true hands-off productivity

Job Tracking & Management

Easy-to-use tools lets you monitor the progress of a job and interact with it to either hold, resume, delete, change its priority, approve/reject, perform remakes.

PDF Creation

Industrial strength Normalizer creates high quality, production ready PDF files.

:Apogee Impose

With :APOGEE Impose, which is fully integrated in :APOGEE Prepress, an imposition layout is now made in a quick, intuitive and simple way. From now on, the time-consuming process of switching to external imposition software is history. Apart from saving time, this will also minimize errors, caused by redundant data entries. With :APOGEE Impose, the prepress process is faster and more intuitive – the time gained is particularly evident when parameters, such as number of pages, color, sheet format or press, are changed several times within the process of handling one job.

PDF Export

The PDF Export module will allow you to use the Apogee system to convert all incoming PS and PDF files into usable PDFs that can then be sent on to a customer for review or to be exported to a digital press or other system. This again will assure you that only PDFs that are made to the same standards are used throughout the process.

In-Render Trapping (IRT)

Provides automated hands-off trapping of pages or signatures.

Hardcopy Proof

The Hardcopy Proof module will allow you to drive qualified HP and Epson Proofers directly from Apogee without the need for another RIP sitting in front of your proofing system. This means that the SAME Render Engine that makes your proof will also make the plates assuring you that the file continuity is intact from start to finish.

Screening

:Agfa Balanced Screening (ABS) - Standard in all Apogee Systems

This screen is a conventional halftone screening system which maximizes the press results. It is a noise free screen containing smooth tonal gradations and tints. Each 4-color screen is balanced to eliminate moiré patterns, which improves the print quality. ABS-screens can also be set for flexographic, conversion gravure and standard offset presses.

***:Sublima** 200 comes Standard in Apogee systems*

Optional Screening

:Sublima *Most advanced screening on the market. Its cross-modulated (XM) screening technology is designed to dramatically improve print quality with no extra effort on press.* ***:Sublima*** *is the best of both worlds!*

:Cristal Raster Agfa Graphics' Frequency Modulated (FM) screening technology. It's a stochastic screening method that gives tones and colors extra definition, for photo-quality results.

Raster Preview

Version Compare Window immediately displayes any misalignments or shifted onjects across versions, especially when those versions share a set of common plates.

Color Managed Raster Preview – Raster Preview enables a user to display the rendered data (the digital fil or 1-bit TIFFs) on a monitor. In other words, the user can view the digital film and check on screen what will later be imaged on plate. Raster Preview shows the thumbnails as a quick reference and enables zooming in to the bitmap level of the digital film. As it is properly color managed, users can be sure that if it is wrong on the monitor, it will be wrong on plate. Users can also check line screens and angles, overprints/knockouts, densities, and trapping accuracy. Raster Preview is a quality control and waste reduction tool, because errors are caught before consumable materials are used.

Front & Back Preview – The Front and Back Preview functionality allows the user to have a view on the content of the front and the back simultaneously. In no time, the user will see if all signature elements align properly from front to back, and if images or other design elements from one side

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Scalable architecture

:Apogee adapts to meet your throughput needs. A flexible licensing system enables you to add additional processing functionality and capacity to meet changing production requirements. Once scaled, built-in fault tolerance provides additional security and minimizes down-time in the event a server platform or hard disk failure.

On - Site Training

All Apogee systems come with on-site training instead of classroom. This way the files you use will be yours, with real world issues and problem resolutions to what you encounter every day. The onsite training is customized to the Apogee system that has been purchased. Training and system configuration is included.

#11.

TKS Platform Server

One server platform is included in this proposal. This is an HP ML 350E server with Windows 2008 operating system, 16 GB of RAM, 4 – 300GB Raid 5 drives. Installation and configuration included. Comes with HP 3 yr warranty coverage.

Avalon N4 E



:Avalon N4 brings today's commercial and packaging printers the high-quality digital plates they need to stay competitive. Whether you require the highly productive :Avalon N4-10 S or the cost-effective :Avalon N4-10 E, you are assured of a winning combination of exceptional imaging and rock-solid reliability

High Quality Thermal Imaging

The Avalon N4 E system uses industry standard 830 nanometer laser imaging. This assures you that you have choices in plate vendors and plate technologies.

Daylight Operation

As with all Agfa Thermal platesetters you will enjoy the benefit of a Full daylight system allowing you no special rooms, lights of room enviroments. **2 systems are being proposed, SEMI AUTO, and SINGLE AUTOLOADER**

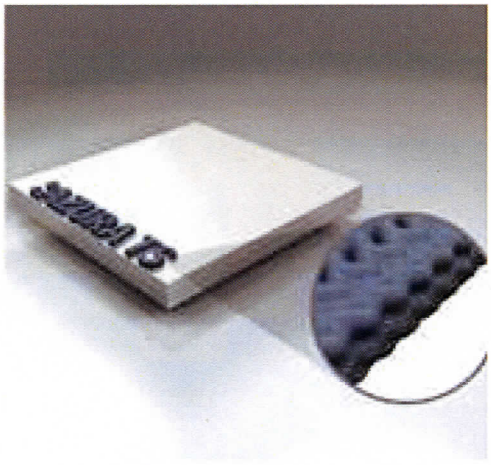
Redundant Imaging Technology

The Avalon N4 E uses 16 Laser Diodes to image the plate. These 16 lasers work in combination of Odd and Even imaging channels to write the image on the plate. Automatic self calibration is done every 16 plates. Should a laser need adjustement, the system will do it for you with no intervention by the operator. If a laser should ever fail, the system will warn you ahead of time and will continue operation at reduced output speed.

In Line Press Registration Punches

Your system can be enhanced to have Press Registration Punches installed to match your press. The punches are optional and can be added at any time.

#11.



:Azura TE

Agfa's :Azura TSEis a thermal, negative working plate for low/medium volume commercial printing where simplicity, robustness and reliability are important. It provides the high quality imaging you'd expect from a thermal system, without chemical processing. Elimination of chemistry removes all process variables and simplifies platemaking, giving you clear, consistent results. :Azura TE users benefit from one of the simplest, most reliable and predictable CtP technologies ever created.

No process variables

:Azura TE is an easy addition to any workflow. Because it uses no chemical processing, it is safer, simpler and more consistent for everyone to use. And it provides the convenience of daylight handling, to fit in to any prepress environment.

No special press room handling

:Azura TE works with most existing pressroom chemistries, so there may be no need to change inks, fountain solutions, or alcohol substrates. It prints directly from its electrochemically grained and anodized aluminum substrate, giving you a wider printing latitude.

High-quality results on press

:Azura TE provides 2-98% dpi screen tints at 200 LPI depending on imaging conditions yielding excellent results on press. It also gives you up to 100,000 impressions dependent on printing conditions for high productivity.

How :Azura TS Works...

During imaging, Thermofusable particles within :Azura TS are fused together by the thermal laser to create an image. A physical process then bonds the image to the substrate, with absolutely no chemical processing involved. A dedicated cleaning unit uses gum to finish the plate and clean the un-fused areas, leaving a press-ready :Azura TS plate.

Configuration Deliverables:

○		Product Name	ABC
○	1	Avalon N4-14 E (Azura TE)	
○		AV N4-14E	0T5ZW
○	1	Semi Auto - N4 - Azura TE	
○	1	Apogee Manage	
○		AP RENDER	E7YWS
○		AP ENHANCE TO CONTROL	E7YXU
○		AP ENHANCE TO MANAGE	E7YYW
○		AP 4-UP LICENSE	EK630
○		AP HARDCOPY PROOFING	E7ZEV
○		AP RASTER PREVIEW	EMZBU
○		AP IMPOSE 1 CLIENT LICENSE	E94MA
○		AP IN-RENDER TRAPPING	EK691
○	1	(L3E3S) ML350e Gen8 Server TKS Apogee - entry level	
○		US ML350e Gen8 1.8GHz 2GB DVD-RW	740897-B21; 740897-B21#ABA; 701837-L21; 713975-B21; 624192-B21; 698529-B21; 725895-B21; 738655-B21; 656362-B21; 738661-B21; C7536A; AF596A; ZU706A
○		MS WS12 R2 Std FIO Npi E/F/I/G/S SW & MS WS08 R2 DG STD FIO Npi E/F/I/G/S SW & MS WS12 CAL 5DEV en/fr/es/xc Lic	755997-B21; 717566-B21; 701607-DN1
○		English	000001-LNG
○		HP ML350e Gen8 v2 E5-2403v2 Kit, HP 2GB 1Rx8 PC3L-12800E-11 Kit & HP 460W CS Plat Ht Plg Pwr Supply Kit	701837-B21; 713975-B21; 656362-B21
○		HP 2GB 1Rx8 PC3L-12800E-11 Kit	713975-B21
○		HP 2GB 1Rx8 PC3L-12800E-11 Kit	713975-B21
○		HP 2GB 1Rx8 PC3L-12800E-11 Kit	713975-B21
○		HP 2GB 1Rx8 PC3L-12800E-11 Kit	713975-B21
○		HP 2GB 1Rx8 PC3L-12800E-11 Kit	713975-B21
○		HP 2GB 1Rx8 PC3L-12800E-11 Kit	713975-B21
○		RAID 5(4 LUN s) AGFA (US Only)	999203-TKS

#11.

○		300GB 10k SAS 6G 2.5in SC ENT HDD	652564-B21
○		300GB 10k SAS 6G 2.5in SC ENT HDD	652564-B21
○		300GB 10k SAS 6G 2.5in SC ENT HDD	652564-B21
○		300GB 10k SAS 6G 2.5in SC ENT HDD	652564-B21
○		HP USB BFR-PVC US Keyboard/Mouse Kit	631341-B21
○		HP EliteDisplay E231 23-In LED BL Mnt US	C9V75AA#ABA
○		HP 3y Nbd ML350e FC SVC	U2FT7E
○		HP 1.83m 10A C13-UL US Pwr Cord, HP 1.83m 10A C13-UL US Pwr Cord	AF556A; AF556A
○		HP iLO Essentials incl 3yr TSU 1-Svr Lic	BD774A
○		AGFA-APOGEE X Starter Kit	345888-B21
○	1	N4 L100	
○		N4 L100	E9NZ4

Prices

CTP and Workflow as listed above	Included
Installation/Training	Included
Service Contract/Warranty	1 Year Included
Software Contract WCC ***	1 Year Included ***
Delivery	***Freight to be added***

Net Sales Price	$108.488 SEMI AUTO
Net Sales Price	$128.488 SINGLE AUTOLOAD

This offer, posted on 5/22/2015, is valid for one month. After this date, Agfa Corporation reserves the right to evaluate the system and to change the offer accordingly.

***AGFA WILL EXTEND THE WCC (Software Contract) TO 3 YEARS AT NO ADDITIONAL CHARGE

***Workflow Care Contract (WCC)

When you combine a Workflow Upgrade Contract with a Workflow Support Contract Agfa calls this the "Care" package as it takes "care" of all your prepress upgrades, support and installation for One to Five years. In addition, its loyalty advantage offers you the best price to keep your :Apogee Prepress System maintained and your prepress staff supported when production application challenges arise. A further advantage is Agfa is now able to offer flexible billing methods on a monthly, quarterly or yearly basis as it best suits your cash flow model.

The Workflow Care Contrcat will cover all Telephone support, all remote Dial-in diagnostic support, all Point upgrades and all version upgrades for the period of coverage accepted.

Agfa Corporation, 611 River Drive, Elmwood Park, NJ 07407-1325
www.agfagraphics.com

terms

40% Down Payment with a signed Agreement
30% Due on prior to shipping.
30% Due on Acceptance.
Or
Purchase Order from an approved leasing company.
Along with a signed Pitman Sales Agreement.

delivery

The present estimated lead time is 90 days following credit approval. A precise delivery schedule will be obtained after receipt of your order and you will be notified accordingly. **Any additional special rigging costs are the responsibility of the customer.**

freight charges

All transportation costs are borne by the customer, F.O.B. manufacturer. Pitman may invoice customer separately for freight. Air Freight is available at an additional expense.

installation

Installation excludes on-site electrical or plumbing work. During installation, any upgrades or enhancements requested by the customer or any unforeseen upgrades discovered and deemed necessary by the manufacturer or Pitman shall be at the expense of the customer.

cabling

All necessary cabling work shall be provided by the customer.

training

Standard Training covers the basic operation and application of each device. Advanced and supplemental training programs are also available at additional cost.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Clerk**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SALES AND MULTI-YEAR MAINTENANCE AGREEMENT WITH HEIDELBERG USA, INC. FOR THE PURCHASE OF A SUPRASETTER A52 GEN III PLATE MAKER PROCESSOR ($156,146.23)**

Vernell McDaniel	**7/22/2015 3:15:55 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**8/26/2015 5:43:42 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**7/23/2015 11:55:52 AM**
CITY CONTROLLER	DATE
Johnny Ford	**7/22/2015 6:33:56 PM**
CITY MANAGER	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.

September 22, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY CLERK

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO PURCHASE A CERTIFIED HEIDELBERG 10X15 PRINTING PRESS FROM AND ISSUE A PURCHASE ORDER TO APEX BUSINESS MACHINE SUPPLIES IN THE AMOUNT OF $93,800

SUMMARY

The City Council will consider adopting a resolution authorizing the City Manager to purchase a Certified Heidelberg 10x15 Printing Press from Apex Business Machine Supplies in the amount of $93,800.00

BACKGROUND

The Reprographics Division of the City Clerk's Office currently outsources the production of tickets, invoices, voucher books, folders, certificates and other items requiring a printing press. By purchasing the Heidelberg 10x15 Printing Press the City will be able to bring this service in-house and reduce the cost of production from outside vendors.

STATEMENT OF ISSUE

In June 2015, staff solicited proposals to identify a qualified vendor to provide a Heidelberg 10x15 Printing Press and technical support. Proposals/bids were submitted by four (4) companies as follows:

APEX BUSINESS MACHINE SUPPLIES	**$ 85,000.00**
COUNT NUMBERING MACHINE, INC.	$ 91,015.00
ROLLEM INTERNATIONAL	$123,800.00
THERM-O-TYPE CORP.	$139,450.00

Staff reviewed the proposals/bids and determined that Apex Business Machine Supplies provided the lowest most responsive bid. Apex Business Machine Supplies has been providing services to the City of Compton for over twenty five (25) years and understands and will accept payment under the City's purchase order guidelines. The Certified Heidelberg 10x15 Printing Press costs $85,000.00, and is a special order item. It should be noted that tax and shipping is not included in any of the quotes.

#12.

FINANCIAL IMPACT

The cost of the equipment including tax and shipping is Ninety Three Thousand Eight Hundred Dollars ($93,800.00). Funds for this purchase have been identified in the City Clerk's 2015-2016 Fiscal Year budget in Account No. 6200-47-0000-4334.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ALITA GODWIN, CMC
CITY CLERK

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 PURCHASE A CERTIFIED HEIDELBERG 10X15 PRINTING PRESS FROM AND ISSUE A PURCHASE ORDER TO APEX BUSINESS MACHINE SUPPLIES IN THE AMOUNT OF $93,800

WHEREAS, the Reprographics Division of the City Clerk's Office currently outsources the production of tickets, invoices, voucher books, folders, certificates and other items requiring a printing press; and

WHEREAS, by purchasing the Heidelberg 10x15 Printing Press the City will be able to bring this service in-house and reduce the cost of production from outside vendors; and

WHEREAS, in June 2015, staff solicited proposals to identify a qualified vendor to provide a Heidelberg 10x15 Printing Press and technical support and received proposals/bids from four (4) companies as follows:

APEX BUSINESS MACHINE SUPPLIES	**$ 85,000.00**
COUNT NUMBERING MACHINE, INC.	$ 91,015.00
ROLLEM INTERNATIONAL	$123,800.00
THERM-O-TYPE CORP.	$139,450.00

WHEREAS, staff reviewed the proposals/bids and determined that Apex Business Machine Supplies provided the lowest most responsive bid; and

WHEREAS, funds for this expenditure, including tax and shipping have been allocated in the City Clerk's 2015-2016 Fiscal Year Budget.

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

SECTION 1. That the City Manager is hereby authorized to purchase a Certified Heidelberg 10x15 Printing Press from Apex Business Machine Supplies in the amount of $93,800.00.

SECTION 2. That a purchase order is authorized to be issued to Apex Business Machine Supplies in an amount not-to-exceed Ninety Three Thousand Eight Hundred Dollars ($93,800.00).

SECTION 3. That funds for this purchase are available in the City Clerk's 2015-2016 Fiscal Year budget in Account No. 6200-4700-000-4334.

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

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

ADOPTED this ____ day of _____, 2015.

_____

MAYOR OF THE CITY OF COMPTON

#12.

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, 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–
ABSENT: COUNCIL MEMBERS–
ABSTAIN: COUNCIL MEMBERS–

_____
CITY CLERK OF THE CITY OF COMPTON

INVOICE

Apex
Business Machine Supplies

P.O. Box 4717
Culver City, CA 90231-4717
310-216-1424 Office
310-670-7651 Fax

Maddy 310-968-5790 mobile
brownmadd@sbcglobal.net

INVOICE NUMBER:	004402
INVOICE DATE:	06/09/2015
ORDER NUMBER:	PO# J. PHILLIPS
ORDER DATE:	06/08/2016
SALESPERSON:	Maddy
CUSTOMER NO.:	CMPT-CTY

SOLD TO

CITY OF COMPTON
City Controller
205 So. Willowbrook Ave.
Compton, CA 90221

SHIP TO

Attn: John Phillips **"CLOSED FRIDAYS"**
Print Shop/Basement
205 So. Willowbrook Ave.
Compton, CA 90221

CONFIRM TO: John Phillips

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
	Apex		Net 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
10X15 Heidelberg Printing Press Incldes Tempress Foiling Unit Cutting and Foiling Capabilities Composing Table, 4-Numbering Heads, 2-10x15 Chase, 2-Speed Quoins Key, Set of Letter Press Furniture Machine comes complete with: Rollers, Wash Up Blade, Grippers, 1 x chase, Die Cutting Jacket, Oil Pan Parts & Operator Manuals on DVD Installation: Provided through our Tennessee Office. Labor, Lodging, etc are included						85,000.00

Signature _____ Date _____

15% Restocking fee on Returns in saleable condition only.
Returns not accepted 90 days after Date of Purchase.
Special order items not returnable.

Subtotal:	85,000.00
Shipping:	1,150.00
Tax:	7,650.00
INVOICE BALANCE	93,800.00

#12.

Office (760) 489-1400 Fax (760) 489-1543
2128 Auto Park Way, Escondido, CA 92029
www.countmachinery.com

COUNT NUMBERING MACHINE, INC.

...since 1960

QUOTATION

Date 7/8/2015 Cust. #

BILL TO:

SHIP TO: No. 10625

City Of Compton
22031 Main St. # 25
Carson, CA 90745
US

Buyer Kenny Mccullough
Phone 310-761-1440
Fax

Terms Net 30
Purchase Order

Salesman	Source	F.O.B.	Shipping Terms	Warranty
Frank Frank Flores		Escondido	Delivered	Standard

fflores@countmachinery.com

Qty	Part #	Description	Price	Sold For	Amount
1	A-PS10	PS-10 High Speed Air Feed Rotary Number Perf & Score Machine w/ 1 ring 1 head 1 perf & 1 score	$90,000.00		$90,000.00
1	* Item	Government/Municipality Discount	-$1,000.00		-$1,000.00
1	* Item	Additional Straight Numbering Head	$360.00	$360.00	$360.00
2	* Item	Additional Convex Numbering Head	$380.00	$380.00	$760.00
1	* Item	Additional Holding Ring	$395.00	$395.00	$395.00
1	* Item	Additional Perforating Assembly	$250.00	$250.00	$250.00
1	* Item	Additional Scoring Assembly	$250.00	$250.00	$250.00
1	War1APP	2 year Platinum Extended Manufacturer Warranty	$995.00	$0.00	$0.00
1	* Item	Delivery, Installation & Training	$995.00	$0.00	$0.00

Special Notes

List Sub Total

LIFT GATE REQUIRED ☐ YES ☐ NO

Sub Total	$91,015.00
Sales Tax	$8,191.35
Shipping	
Installation	
Order Total	$99,206.35
Deposit	
Balance Due	$99,206.35

CC# EXP

Name On Card

Count Machinery Company - Authorized Signature

Customer Date

Saleman

Title

Sales Manager

By signing this proposal you are agreeing to the terms and conditions and aware of our Return Policy: Return Merchandise that was correctley supplied by customer order, will incure a 25% restocking charge. All returned merchandise must be shipped freight charges prepaid.

Rollem
Innovative Print Finishing
800.272.4381 www.rollemusa.com
Slitting, Scoring, Trimming, Perforating, Collating, Drilling & Gluing

City of Compton
205 S. Willowbrook Avenue
Compton, CA 92553
Attn: Kenny

Quotation for Numbering, Perf and Score equipment:

1 ea. New 18" Auto 4 CPS with standard equipment, two 8 digit "No" heads
2 perf heads #13 blade, 1 score head #4…….$123,800.00

OR

1 ea. Refurbished 18" Auto 4 CPS with standard equipment, two 8 digit "No"
Heads, 2 perf heads #13 blade, 1 score #4…….$93,900.00

OR

1 ea.Refurbished 18" Standard Auto 4 w/ standard equipment, two 8 digit "No"
Heads, 2 perf heads #13 blade, 1 score #4…….$88,500.00

- All equipment above has a "new machine" warranty for 1 year
- Refurbished equipment is based on availability
- Freight and Installation on the above equipment is $300

Thank you and best regards,

Doug Sherwood
Vice President/Western Division
dsherwood@rollemusa.com

Rollem International
www.rollemusa.com

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

Attn: John Phillips

Dear John,

Thanks for calling today about a foil press. The last Elite I installed in California was in a plant just north of LA. I am pleased to quote you the foil press you requested. This is a very popular press for most work. It has many exclusive features that make is easy to learn to operate and produce work on. Three days of training comes with the press, but you are responsible for airfare, hotel, car rental and all expenses. A foil cutter is included in what I call a virgin installation and just about everything else that you will need to get started. When I see what kind of work you are doing I can recommend the right kind of foil. I seem to have the right touch when teaching people how to foil stamp. You can get all the particulars on our web page. If you have any questions, just give me a call.

1	SF-2698	NSF ELITE		137,000.00
		Includes: SF-2277 ¼" Die Chase-10/32		0.00
1	SF-2700	Letter Press Chase		675.40
1	MFC-029	Foil Cutter – Electric		1,195.00
6	BUNTERPOST	Bunter Posts	@ 11.60	69.60
1	BUNTERWRENCH	Bunter Post Wrench	12.25	
1	Quoin 6"	Quoin 6"		$95.50
1	Quoin 3"	Quoin 3"		$89.95
1	Quoin Key	Quoin Key		$60.05
1	TAPE-CO2	Overlay Tape, 2"		22.24
1	TST-12	Two Sided Tape 12" Roll		51.38
1	CCK	Counter Cast Kit		22.10
1	PRIMER	Primer		22.96
2	PH-11	9x11" Phenolic Board	@ $3.15	6.30
3	MATRIX-WHT-24	Matrix Creasing White #50	@$4.60	13.80
1	PERFORATING-R/8	Rule – Perf 8 Tooth – 12"		7.20
1	SCORING-RULE	Rule – Scoring – 12"		7.20
1	GLUE	Glue-Elmers Wood		2.46
1	BRUSH-STIK-1			56.25
1	SPACER PKG-NSF ELITE			52.68
2	MISC	Perf Block with Foam Rubber		0.00
1	MISC	Box Assorted ¼" Dies For Training		0.00
1	MISC	Box Assorted Sample Foil For Training		0.00
1	MISC	Box Assorted Sample Foils For Foil Fusing		0.00
				$139,450.07
1	Crating Charge			500.00
	Shipping (To be determined)			

Sincerely,
Edwin E. "Ted" Van Pelt

#12.

THERM-O-TYPE DIGITAL FINISHING SOLUTIONS	**THERM-O-TYPE Corp.** 800-237-9630 941-488-0123 Ext: 247 941-485-6311 Fax nanette@thermotype.com
www.thermotype.com	**YouTube channel** **Google+**

THERM-O-TYPE digital finishing products include NSF Elite/Excel die cutting/foil stamping/embossing presses, Zip cutter/slitter/creaser/finisher models, right angle slitters, traditional business card slitters, and foil fusing equipment.

I am using the Free version of SPAMfighter.
SPAMfighter has removed 504 of my spam emails to date.

Do you have a slow PC? Try a free scan!

#12.

NSF Excel Hot Foil Stamping Press

Home | Print | Video Clips | Supplies | Misc. Info | Contact Us

Espanol

Foil Stamping
HSFF Q&A / Terms
NSF Series Foil Presses
NSF A3+ with Feeder

Cutter/Slitters
Zip Series Cutter/Slitters

Right Angle Slitter
New! RAS-mc/+

Foil Fusing
Foil-Tech Models
Freedom Foil Process
Foil Fusing Q&A

Business Card Slitters
Gutter-Cut Slitters

Thermography
Handfed Models

Aegis Watermark
Chemistry & Supplies

Find us on Facebook
Follow us on Twittter
Watch us on YouTube

800-237-9630
941-488-0123
Hours: 8-5 M-F EST

Printable Product Data Sheet



Share

Hot Foil Stamping Equipment and Presses - THERM-O-TYPE NSF Excel capabilities include flat foil stamping, blind and foil embossing, die cutting, kiss cutting, perforating, scoring, imprinting, numbering and HSFF (high speed foil fusing).

Typical NSF Excel applications include greeting cards, business cards, stationery, invitations and announcements, commercial letterpress work as well as die cutting and enhancing digital output.

Using the NSF Excel, customers can efficiently produce work at speeds up to 5,000 sheets per hour.

The NSF Excel can run a 18.5" by 20" maximum sheet size with a 12" by 17.625" impression area.

The NSF Excel is designed around a Windows based computer core with a full color display and touch screen interface.

Paper registration, foil draw length, counter functions, jam detect/interrupt, double feed detect, speed and impression pressure functions are controlled and/or displayed through the computer/touch screen.

Sensors monitor paper movement through the press. If a jam condition occurs, the machine will automatically drop off impression and stop. Jam condition information will then appear on the control display.

The headstop paper sensor also confirms each sheet is ready to advance into the impression area. If a skip feed condition occurs, the NSF Excel will automatically drop off impression. When the next sheet is detected at the headstop, the machine will automatically return to the "On" impression position. The NSF Excel will not stop if a skip sheet error occurs.

One feature that has proven popular with operators is the TDC and BDC (top dead center and bottom dead center) touch screen controls. TDC represents the most closed position of the imprint mechanism. BDC represents the most open position of the imprint mechanism. Using the TDC and BDC controls, operators can quickly and accurately set the initial impression pressure at the start of each job. This helps to eliminate the potential for smashing dies due to improper impression adjustment during set-up.

Customers can batch count on the NSF Excel. To use this feature, the operator sets a batch quantity and a number of skip feed cycles in the touch screen control. Once programmed, the NSF Excel will run the desired batch quantity then skip feed the selected number of cycles to create a gap between batches on the delivery conveyor.

The standard NSF Excel foil system includes dual foil support shafts, dual programmable foil draws, and four foil rewind shafts. Multiple foil draw lengths can be programmed to minimize foil waste. Up to 7.2" diameter foil rolls can be used and foil draw length can be adjusted while the machine is running.

The NSF Excel features a computer controlled pneumatic centralized lubrication system. Lubrication cycles are activated as required using speed, impression pressure and run/idle time information collected and processed by the computer.

The NSF Excel incorporates several important mechanical and electrical safety features. A dedicated 24-volt safety circuit with emergency stops switches; fail-to-safe relay and reset button have been installed. All controls and switches mounted to the control panel operate at 24-volts or less.

The NSF Excel feeder can hold a 32" high pile of stock. This feeder can be pre-loaded while the press is running to minimized down time. The combination of high capacity feeder and pre-loading significantly increases productivity, while reducing operator workload.

#12.

The NSF Excel is the culmination of over 25 years of collaborative work between major producers of foil stamped, embossed and die-cut products and THERM-O-TYPE Corporation.

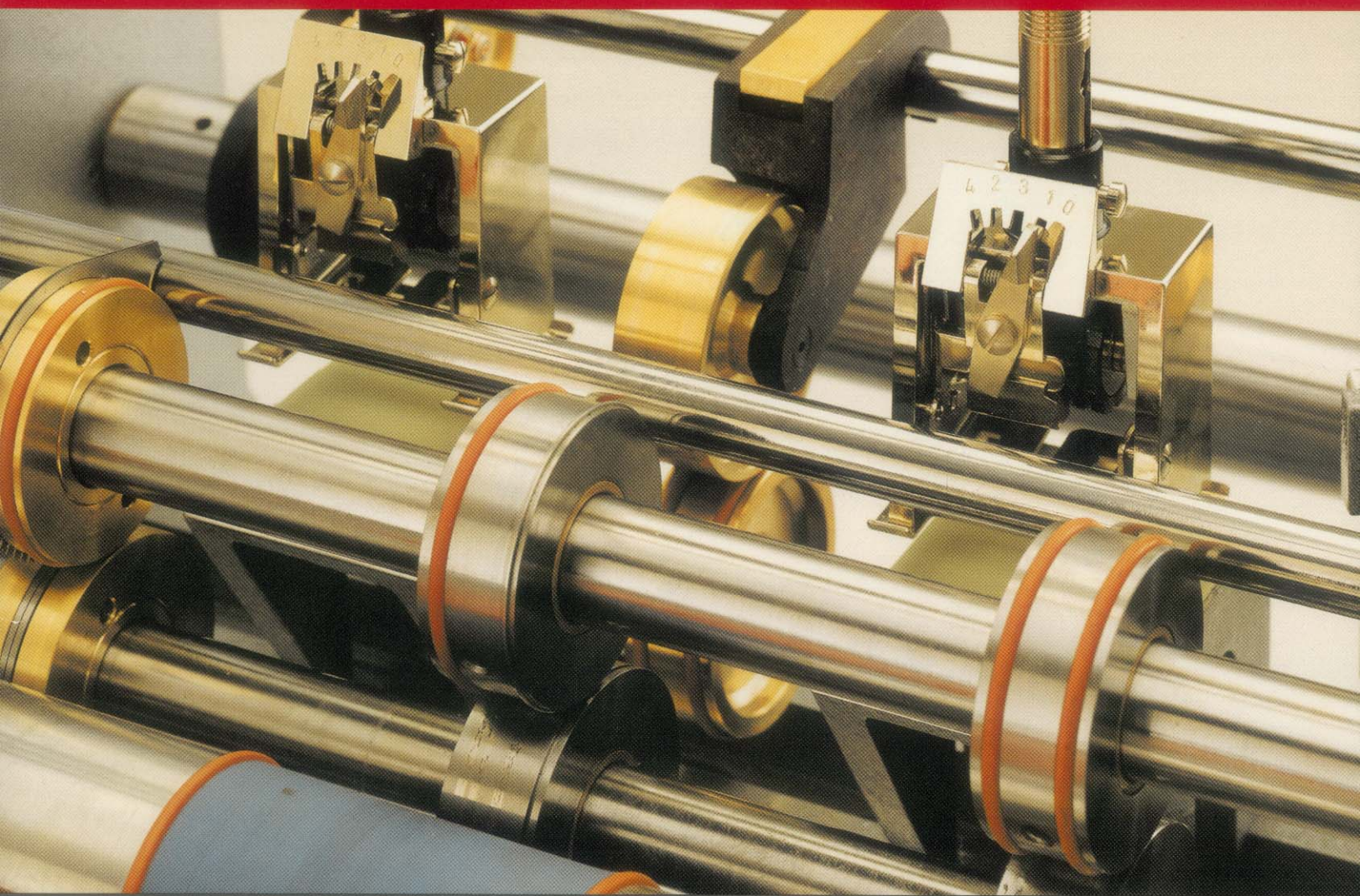
Exceptional fast set up, high productivity, accuracy and high quality output make the NSF Excel Foil Stamping Presses are the most profitable machine purchases you can make for your business.

For more information on Hot Foil Stamping Equipment call 1-800-236-9630. Outside the United State call 1-941-488-0123.

#12.

We made over 20,000 tough decisions engineering our numbering machines.

Now your decision is easy.



Rollem

NUMBERING MACHINES

Over 10,000 print shops like yours found the easiest decision is also the most profitable.
You'll be rewarded for making this investment from the very start. Shops like yours decided to own a Rollem numbering machine and as a result, they're putting substantial amounts of money in their pockets.

Rollem saves you money while it improves customer relations.
Sending jobs out to vendors can be hazardous. Late or imperfect work can jeopardize important client relations. By doing projects in-house with a Rollem numbering machine, you produce high quality printing delivered on time, every time. That in turn means greater customer satisfaction and more repeat business.

Rollem does more than just number.
Our numbering machines also slit, perforate, and score simultaneously. Other machines offer some of these functions as attachments but at Rollem, the same superior technology found in dedicated machines that score, perforate and slit is used in all our numbering equipment. Total capability and control gives you a higher return on your investment. In fact, it takes only a few jobs each month to reach your payback point.

Tough engineering makes it easy.
All of our machines are easy to operate. Maintenance is simple and designed to be minimal. In addition, all operations can be performed by entry-level personnel. Manufacturers for seventy-five years, Rollem still hand assembles each machine using the finest materials like high-grade Sheffield steel and dedicated components specifically developed for their tasks. And all Rollem fitters are true craftsmen, graduates of a rigorous eight-year apprenticeship program. Old-fashioned craftsmanship hasn't slowed down our technology. Rollem offers you the fastest and most accurate numbering machine on the world market today.

CPS programmable job storage, automatic batch counting, multiple numbering and security gives Rollem the edge.
With superior technology that works for you, Rollem's innovative new CPS feature practically runs itself. Unique functions include storage and retrieval of job set-ups, multiple numbering capabilities of up to 40 cycles per sheet, security controls and batch counting. The CPS offers the most economical method for processing ticket books, receipts and much more.

Easy set-up with the CPS Feature.
With the touch of a finger, multiple numbering a single sheet is activated via the computerized panel which prompts the unskilled operator with step-by-step commands. You'll save time and money.

The value of a Rollem numbering machine is recognized.
Rollem numbering machines installed more than 30 years ago run as smoothly as they did on their first day.

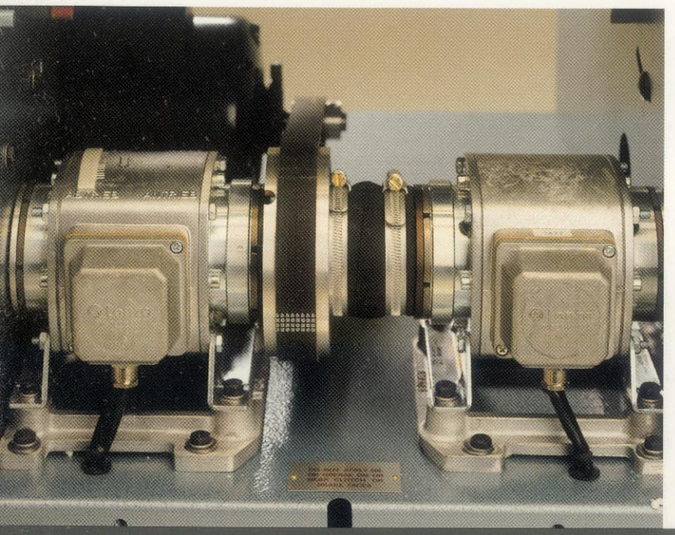
Make the easy decision today.
Bottom line, Rollem's numbering machines are the fastest, most accurate numbering equipment you can buy. Owning one will enhance your business capabilities and your pocketbook. The only decision left to consider is why would you settle for less?

- Numbering heads easily adjusted and rotate 360°.
- Optional alpha-numeric wheels satisfy all your customer's demands.
- Initiate consecutive and repeat numbers by simple push-button control.
- CPS (Computerized Program System) on all models
- Wheels engraved in hardened steel.
- The optional Turbo Airfeed Sy Rollem's patented bottom of t vacuum feeder. This exclusive gently and flawlessly handles th sensitive coated stocks without n Our register side guide perfectl sheets with 100% registration from the first to the last.
- Exclusive open-ended feeding technology on all models for the ultimate in business form production. With it, you can feed multiple part sets from any side, glued or unglued.
- Rollem backs your decision with coast to coast technical assistance and parts availability.
- Visit our website at www.rollemusa.com or call us directly at 1-800-272-4381.

#12.

Rollem numbering machines are fully equipped to...

- **Number up to 12,000 sheets per hour, or 48,000 sheets based on a four-up format.**
- **Score, perforate, and slit up to 24,000 sheets per hour.**
- **CPS (Computerized Program System) standard on all Auto-4 models.**
- **Register your work perfectly even at these amazing speeds. No one can beat that. No one.**



The key to unsurpassed speeds and total registration is the electromagnetic dual Brake System. Dual components alternate in perfect sync to register the sheet while the fluid stroke motion of the numbering head is initiated. The added payoff of this engineering advancement is not costly replacement bills or downtime.

ELECTROMAGNETIC DUAL BRAKE SYSTEM FEATURES...
- .003 SECOND REACTION TIME
- .002 SECOND DISSIPATION TIME
- LOW FAILURE RATE - .003%

SEALED BEARING MOTOR FEATURES...
- 1720 R.P.M.
- 1/3 HORSE POWER
- D.C. DRIVE AVAILABLE

SUPERIOR LONG LASTING FEATURES INCLUDE...
- 1" THICK GEARS.
- 1-1/2" THICK BEARINGS
- BAKED ENAMEL SHAFTS
- SHEFFIELD STEEL SHAFTS

- CHOOSE FROM FIVE TYPES OF SCORING DIES AND 30 TYPES OF PERFORATING BLADES INCLUDING OUR NEW MICRO-PERFING BLADES AND DIGITAL SCORING DIES.



The Auto-4 CPS 18"

This portable unit rolls on casters for easy positioning. It's an ideal model for smaller, growing print shops. The Auto-4 CPS 18" multi-numbering system performs simultaneous perforating, scoring and slitting. With a sheet size of 18x23", this model is ideal for scoring the fold of an 11x17" sheet. The CPS feature is ideal for restaurant checks, tickets or receipts.

Standard: 1 numbering head; 1 perforating head; 1 scoring head. Additional scoring, slitting, perforating and numbering heads (up to 4) are available. Sheet sizes from 4x4" to 18x23" and stock from 9-lb. onionskin to 40 pt board. Excellent performance on up to 10-part NCR sets. Floor Size: 36x53". Electrical requirements: 110 Volts, 1-Phase AC.



The Auto-4 CPS 24"

Designed for printers handling larger sheets sizes, this model offers multi-numbering, perforating, scoring and slitting for sheet sizes up to 24x23". This increased capacity gives you a broader range of uses including processing of multiple up images for increased production.

Standard: 1 numbering head; 1 perforating head; 1 scoring head. Additional scoring, slitting, perforating and numbering heads (up to 4) are available. Sheet sizes from 4x4" to 24x23" and stock from 9-lb. onionskin to 40 pt board. Excellent performance on up to 10-part NCR sets. Floor Size: 42x53". Electrical requirements: 110 Volts, 1-Phase AC.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Clerk**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO PURCHASE A CERTIFIED HEIDELBERG 10X15 PRINTING PRESS FROM AND ISSUE A PURCHASE ORDER TO APEX BUSINESS MACHINE SUPPLIES IN THE AMOUNT OF $93,800.00**

Vernell McDaniel	**7/22/2015 3:29:41 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**8/13/2015 5:40:30 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**7/23/2015 11:56:23 AM**
CITY CONTROLLER	DATE
Johnny Ford	**7/22/2015 6:35:02 PM**
CITY MANAGER	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.

September 22, 2015

TO: MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH B-ADAIR CONSULTING AND ADMINISTRATIVE SERVICES TO PROVIDE RESIDENTIAL REHABILITATION SERVICES AND OTHER HOUSING RELATED PROGRAMS ($44,200)

SUMMARY

Staff is requesting that the City Council, acting in the capacity of Housing Successor to authorize the City Manager to enter into an agreement with B-Adair Consulting and Administrative Services to provide support services in connection with the implementation of the Housing Rehabilitation Program in an amount not-to-exceed $44,200.00.

BACKGROUND

Pursuant to AB X 126, the Community Redevelopment Agency was dissolved and the Successor Agency was constituted. In accordance with California Health and Safety Code, Section 34176(a), the City Council of the City of Compton ("City") adopted Resolution No. 23,498 on February 12, 2012, which allowed the City to retain the housing assets and housing functions previously performed by the former redevelopment agency, as allowed by law, thereby becoming the Housing Successor.

On April 17, 2015, the State Department of Finance (DOF) issued its determination letter approving transfer of certain Successor Agency Tax Allocation Bond proceeds totaling $9,370,513 to the Housing Successor. These funds would be used for production, preservation and expansion of affordable housing programs for the benefit of low to moderate income homeowners in the City. Accordingly, Council, pursuant to Resolution No. 53, approved the utilization of $2 million in the Successor Agency's adopted Fiscal Year 2015/16 budget for the Housing Successor to provide rehabilitation assistance to qualified homeowners.

STATEMENT OF THE ISSUE

In accordance with the provisions in the Successor Agency's adopted budget, staff intends to provide rehabilitation assistance to approximately fifty (50) homeowners during the fiscal year. In order to effectively and efficiently accomplish this objective, authorization is requested to enter into a contractual agreement with a consultant to

assist staff in carrying out the rehabilitation programs. The responsibilities of the selected consultant will include but not limited to:

- Evaluating eligibility requirements of prospective applicants to participate in the rehabilitation program
- Assisting homeowners to review competitive bids for rehabilitation of their homes
- Reviewing bids and assisting property owners in selecting qualified contractors
- Interfacing with contractors and property owners to develop responsive contractual agreements
- Monitoring on-site rehabilitation work and reviewing progress payments
- Maintaining records for field inspection culminating in project completion

After careful consideration of prospective consultants, staff has determined that B-Adair consulting firm is uniquely qualified to assist the Housing Successor in performing the aforementioned housing rehabilitation duties. Over the past several years, B-Adair has performed various housing related services including Deferred Equity Loans (DEL) and Neighborhood Stabilization Programs (NSP) on behalf of the Successor Agency and the City. Such services have proven to be instrumental in accomplishing City/Agency goals. Consequently, it is respectfully requested that the City Council, acting as the Housing Successor authorize the City Manager to enter into agreement with B-Adair to perform the outlined housing duties for the sum of Forty-Four Thousand Two Hundred Dollars ($44,200.00).

FISCAL IMPACT

The approval of this contractual agreement would have no fiscal impact on the City's General Fund. The consultant will be funded out of the Successor Agency's Tax Allocation Bond proceeds identified in the Housing Successor Account No. 3071-910-RRP-4269.

RECOMMENDATION

Staff recommends that the Council adopt the attached Resolution.

DR. KOFI SEFA-BOAKYE
SUCCESSOR AGENCY MANAGER

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH B-ADAIR CONSULTING AND ADMINISTRATIVE SERVICES TO PROVIDE RESIDENTIAL REHABILITATION SERVICES AND OTHER HOUSING RELATED PROGRAMS ($44,200)

WHEREAS, the former Community Redevelopment Agency of the City of Compton (the "Former Agency") previously issued its Compton Redevelopment Project, Second Lien Tax Allocation Bonds (Housing), Series 2010A, in the principal amount of $31,130,000 (the "2010A Bonds"); and

WHEREAS, pursuant to AB X 126 (which became effective in June 2011) and the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al., 53 Cal. 4th 231 (2011)*, the Former Agency was dissolved as of February 1, 2012, and the Successor Agency was constituted, and an Oversight Board of the Successor Agency (the "Oversight Board") was established. AB 1484 (which became effective in June 2012) amended and supplemented the provisions of AB X 126; and

WHEREAS, pursuant to California Health and Safety Code, Section 34176(a), the City Council of the City of Compton (the "City") adopted Resolution No. 23,498 on February 12, 2012, electing for the City to retain the housing assets and housing functions previously performed by the Former Agency, as allowed by law, thereby becoming the Housing Successor; and

WHEREAS, pursuant to Resolution No. 24,084, adopted on February 3, 2015, the City Council of the City, acting in its capacity as the Housing Successor, requested the transfer of Bond Proceeds in the amount of $14,856,122 to the Housing Successor to finance low and moderate income housing developments in the community and pursuant to Resolution No. 2015-005, adopted on March 3, 2015, the Oversight Board approved such transfer; and

WHEREAS, On April 17, 2015, the State Department of Finance (DOF) approved the transfer of $9,370,513 of Agency Bond proceeds to the Housing Successor. These funds will facilitate production, preservation and expansion of affordable housing programs in the City for the benefit of low to moderate income homeowners. In furtherance of this objective, the Council, pursuant to Resolution No. 53 approved the utilization of $2 million in the Successor Agency's adopted Fiscal Year 2015/16 budget to provide housing rehabilitation assistance to qualified homeowners in the community; and

WHEREAS, the Housing Successor desires to enter into an agreement with B-Adair Consulting and Administrative Services to assist the Housing Successor in facilitating production, preservation and expansion of affordable housing in a manner consistent with the covenants relating to the 2010A Bonds.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN THE CAPACITY OF HOUSING SUCCESSOR 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 an agreement with B-Adair Consulting and Administrative Services to provide residential rehabilitation support services and other housing related services on behalf of the Compton Housing Successor for a total cost of Forty-Four Thousand Two Hundred Dollars ($44,200.00).

Section 2. That the funding for this expenditure is available in the Housing Successor Account No. 3071-910-RRP-4269.

#13.

Section 3. That a purchase order is authorized to be issued in the amount of Forty Four Thousand Two Hundred Dollars ($44,200.00).

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

Section 5. That the Mayor shall sign and the 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 the regular meeting thereof held on the _____ day of _____, 2015.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
(ACTING IN THE CAPACITY OF THE HOUSING SUCCESSOR)
AND
B-ADAIR CONSULTING & ADMINISTRATIVE SERVICES

This **AGREEMENT** ("Agreement") is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California, acting in the capacity as the Compton Housing Successor (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **B-ADAIR CONSULTING & ADMINSTRATIVE SERVICES** (hereinafter referred to as **"CONSULTANT"**), located at 12156 Cunningham Lane, Garden Grove, California 92841

RECITALS:

WHEREAS, pursuant to Resolution No. 53, the City Council approved the utilization of Two Million Dollars ($2,000,000.00) of the Successor Agency to the Community Redevelopment Agency of the City of Compton's adopted 2015-2016 Fiscal Year budget to provide housing rehabilitation assistance to qualified low to moderate income homeowners; and

WHEREAS, the City has determined that there is a need to employ the services of an experienced consultant to provide expert advice and assistance with program implementation services to ensure compliance with state and local regulations; and

WHEREAS, Consultant (B-Adair Consulting and Administrative Services) represents that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

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

AGREEMENT:

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

1. **Services to be rendered by Consultant.** It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing the following services:

- Evaluating eligibility requirements of prospective applicants to participate in the rehabilitation program
- Assisting homeowners to review competitive bids for rehabilitation of their homes
- Assisting property owners in selecting qualified contractors
- Interfacing with contractors and property owners to develop responsive contractual agreements
- Monitoring on-site rehabilitation work and reviewing progress payments

- Maintaining records for field inspection culminating in project completion
- Providing research and analysis as requested by City.
- Attend public meetings, as needed.
- Provide any other administrative services as required to properly administer the City's rehabilitation programs.
- Provide status reports on the status of work projects/activities and programs assigned, unless otherwise instructed by the City.

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 to the extent not furnished by the City, 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.

Brandy Adair, Owner of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. **Term of Contract.** Consultant agrees that the services to be provided and performed shall be for Fiscal Year 2015-2016, commencing upon Notification to Proceed from the City to Consultant and continue in a diligent and professional manner until the agreed services are completed, unless this Agreement is terminated as provided herein. The Parties anticipate that services to performed shall be completed by or before June 30, 2016.

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

3. Compensation. The method of payment for the services will be based on a time and material basis, based on the billing rate of **Eighty Five Dollars ($85.00) per hour.** It is understood and agreed between the parties that the maximum compensation payable for the performance of all services to be provided by the Consultant pursuant to the terms of this Agreement shall be limited to a not-to-exceed amount of **Forty Four Thousand Two Hundred Dollars ($44,200.00).**

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

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

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Successor Agency Manager** 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. Consultant agrees that all of its customized reports, recommendations, plans, copyrightable materials and other Work Product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. 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 City, as set forth or called for herein, Consultant hereby sells, transfers, conveys and assigns any and all of its rights therein to the 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.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes

City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project 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(s) 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 agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of the City. 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 designated 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 caused by 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, its officials, officers, employees, agents and volunteers.

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. Consultant shall be responsible for providing any advance notification to the City which would otherwise not be provided by the policies insurance carrier(s). ***Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** All insurance required hereunder shall 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 insured's 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 insured's"** 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.

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. 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. In the event the Consultant encounters any conflict between such laws and ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

16. Disadvantaged Business Enterprise (DBE) Participation. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal

funds. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement.

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 ten (10) 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. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

19. 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.

20. 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.

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:	**B-Adair Consulting and Administrative Services** **12156 Cunningham Lane** **Garden Grove, California 92841** **Attn: Brandy Adair, Owner** **(714) 895-3954** **(714) 895-3954 – fax.** **brandy.adair@sbcglobal.net**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Successor Agency Manager** **(310) 605-5511**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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.

30. Certifications.

Certifications of Consultant

I, Brandy Adair, **HEREBY CERTIFY** that I am the Owner, and duly authorized representative of the **Consultant** firm of B-Adair Consulting and Administrative Services, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

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

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

Debarment and Suspension Certification

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

_____ _____
Brandy Adair, Owner **(Date)**

31. 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.

B-ADAIR CONSULTING AND
ADMINISTRATIVE SERICES/CONSULTANT

By _____ **Dated:** _____
Brandy Adair, Owner

CITY OF COMPTON
Approved by:

Dated: _____ **By**_____
Johnny Ford, City Manager

Approved as to form:

By _____ Dated: _____
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Community Redevelopement**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH B-ADAIR CONSULTING AND ADMINISTRATIVE SERVICES TO PROVIDE RESIDENTIAL REHABILITATION SERVICES AND OTHER HOUSING RELATED PROGRAMS ($44,200)**

Kofi Sefa-Boakye **9/15/2015 10:44:59 AM**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

Ruth Rugley **9/17/2015 12:58:22 PM**
CITY ATTORNEY DATE

Stephen Ajobiewe **9/17/2015 12:46:12 PM**
CITY CONTROLLER DATE

Johnny Ford **9/16/2015 12:05:53 AM**
CITY MANAGER 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.

September 22, 2015

TO: **MAYOR AND COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MILLER SPATIAL SERVICES, LLC AND ISSUE A PURCHASE ORDER FOR $100,000.00 TO PROVIDE GEOGRAPHIC INFORMATION SYSTEM DEVELOPMENT SERVICES FOR THE PUBLIC WORKS DEPARTMENT FOR FISCAL YEAR 2015-2016**

SUMMARY

This resolution authorizes the City Manager to accept the professional services proposal of and enter into a professional services agreement with Miller Spatial Services, LLC and issue a purchase order in the amount of $100,000.00 (One Hundred Thousand Dollars and Zero Cents) to develop a Geographic Information System ("GIS") database of the water and sewer distribution system for the Public Works/Municipal Utilities Department.

BACKGROUND

Local governments use GIS to improve decision making, service delivery, simulate and forecast events, and citizen engagement. Cities will set up GIS programs by integrating assets that are useful to several departments and agencies, whereas others will reserve GIS to certain areas (infrastructures, transportation, security, public services). GIS can therefore be adapted to the different informational needs of the City. Since most government data is location based, equipping the City of Compton with the latest in GIS technology will provide the tools needed to make our community better, allow various City operations to interact and run more smoothly, and citizens have more positive experiences.

The City Council recently approved staff's request to enter into a software licensing and maintenance agreement with ESRI, Inc. for its GIS software which will be used as the backbone software for the new GIS program. Staff recently hired Miller Spatial Services ($6,825) to create a GIS database/program that can support the entire City that would provide a very valuable in-house system to analyze huge amounts of data and aide in the creation of location-based data and maps. Once completed, the database will include dozens of ready to use GIS data files for use by the Planning, Building and Safety, Parks and Recreation, and the Fire Departments. However, the initial creation of the initial GIS database does not include any ready to use water or sewer distribution system data files or maps because none currently exist. In addition, the City does not have qualified staff (GIS Technician, GIS Analyst, and GIS Programmer) necessary to develop

the desired water and sewer distribution system maps for GIS. Because Miller Spatial Services already has an direct understanding of how the GIS database is being developed and Public Works/Municipal Utilities Department's GIS deficiencies and needs, staff determined that Miller Spatial Service was best positioned and qualified to provide the services needed to build the water and sewer distribution system maps in the most expeditious timeline and reasonable cost.

STATEMENT OF THE ISSUE

City has identified a need for a qualified and experienced professional consulting firm to provide GIS development services for the Public Works Department. Staff believes that Miller Spatial Services has the necessary expertise and staffing that is necessary to efficiently and cost effectively develop the water and sewer distribution system GIS maps the Public Works Department is seeking. Miller Spatial Services will provide a combination of onsite and external professional services on an "as-needed" hourly basis (see attached proposal). Staff recommends that the City Council approve the proposed resolution authorizing the City Manager to enter into a professional services agreement and issue a purchase order in the amount of $100,000.00 (One Hundred Thousand Dollars and Zero Cents).

ALTERNATIVE

None proposed.

FISCAL IMPACT

To pay for the services funds will be appropriated as follows:

Increase Revenue

Account	Description	Amount
5000-000-000-3990	Prior Years Unspent Revenue	$100,000.00

Increase Expenditure

Account	Description	Amount
5000-900-000-4269	Other Contract Services	$100,000.00

RECOMMENDATION

It is staff recommendation that the Mayor and City Council adopt the attached Resolution.

CHAD BLAIS, DEPUTY DIRECTOR
DEPARTMENT OF PUBLIC WORKS & MUNICIPAL UTILITIES
WATER UTILITY DIVISION

GLEN W. C. KAU, P.E., DIRECTOR
DEPARTMENT OF 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 ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MILLER SPATIAL SERVICES, LLC AND ISSUE A PURCHASE ORDER FOR $100,000.00 TO PROVIDE GEOGRAPHIC INFORMATION SYSTEM DEVELOPMENT SERVICES FOR THE PUBLIC WORKS DEPARTMENT FOR FISCAL YEAR 2015-2016

WHEREAS, local governments use Geographical Information Systems ("GIS") to improve decision making, service delivery, simulate and forecast events, and citizen engagement; and

WHEREAS, the City of Compton does not currently have a GIS database; and

WHEREAS, the Public Works, Planning, Building and Safety, and the Fire Departments have formed a working group to combine resources for developing a self-sustaining GIS program, to support City staff, residents, and businesses; and

WHEREAS, staff recently hired Miller Spatial Services to create a GIS database/program that can support the entire City that would provide a very valuable in-house system to analyze huge amounts of data and aide in the creation of location-based data and maps; and

WHEREAS, Miller Spatial Services already has an direct understanding of how the GIS database is being developed and Public Works/Municipal Utilities Department's GIS deficiencies and needs, thus, staff determined that Miller Spatial Service was best positioned and qualified to provide the services needed to build the water and sewer distribution system maps in the most expeditious timeline and reasonable cost; and

WHEREAS, To pay for the services funds will be appropriated as follows:

Increase Revenue

Account	**Description**	**Amount**
5000-000-000-3990	Prior Years Unspent Revenue	$100,000.00

Increase Expenditure

Account	**Description**	**Amount**
5000-900-000-4269	Other Contract Services	$100,000.00

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

SECTION 1. That the proposal from Miller Spatial Services, LLC in the amount of $100,000.00 (One Hundred Thousand Dollars and Zero Cents) to develop a Geographic Information Services database of the water and sewer distribution system is hereby accepted.

SECTION 2. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a professional services agreement with Miller Spatial Services, LLC in the amount of $100,000.00 (One Hundred Thousand Dollars and Zero Cents).

#14.

SECTION 3. To pay for the services funds will be appropriated as follows:

Increase Revenue

Account	**Description**	**Amount**
5000-000-000-3990	Prior Years Unspent Revenue	$100,000.00

Increase Expenditure

Account	**Description**	**Amount**
5000-900-000-4269	Other Contract Services	$100,000.00.

SECTION 4. That a purchase order is hereby authorized to issue in the amount of $100,000.00 (One Hundred Thousand Dollars and Zero Cents) to Miller Spatial Services, LLC.

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

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, 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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
MILLER SPATIAL SERVICES, LLC

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **MILLER SPATIAL SERVICES, LLC** (hereinafter referred to as **"CONSULTANT"**), located at 3976 Market Street, Riverside, California 92501.

RECITALS:

WHEREAS, the City seeks to develop a Geographic Information System ("GIS") database for the water and sewer distribution system for the Public Works/Municipal Utilities Department; and

WHEREAS, the City has identified a need for a qualified and experienced professional consulting firm to provide a combination of onsite and external professional GIS development services on an "as-needed" hourly basis; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____ 2015, the City Council authorized the City Manager to enter into a professional services agreement with the Consultant (Miller Spatial Services, LLC) to provide the development services required; and

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

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

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

AGREEMENT:

1. **Services to be rendered by Consultant.** It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional Geographic Information System development services for the Public Works/Municipal Utilities Department. The Consultant shall work closely as a part of the project team with Public Works/Municipal Utilities Department staff to develop a GIS database for the water and sewer system that meets the needs of the Department. This objective will be accomplished through frequent and routine communication and meetings of the project team, a series of development review workshops, and close coordination with the Public Works/Municipal Utilities Department staff. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

- **Compton Operations Review** - Deliverables: GIS Opportunities and Road Map
- **Water Assets GIS Data Conversion** – Deliverables: Water Assets mapped into GIS; Water Atlas Books
- **Set up Esri's Data Reviewer** - Deliverables: Esri's Data Reviewer setup and configured
- **Setup Attribute Assistant and Water Utility Network Editing Tools** - Deliverables: Esri's Attribute Assistant setup and configured; Esri's Water Utility Network Editing Tools setup and configured
- **Setup Esri Office Applications** - Deliverables: Esri's ArcGIS Online office applications; Staff Training
- **Setup Esri Field Applications** - Deliverables: Field Applications setup and configured; Staff Training
- **Implement Esri's Water Utility Capital Planning ArcGIS application** - Deliverables: Esri's Water Utility Capital Planning Application Configured
- **Setup Esri's Operations Dashboard** - Deliverables: Esri's Operations Dashboard (Shown Activities to be determined)

As further described within Consultant's **"Proposal for On Site Resources"** dated July 16, 2015, which is attached hereto and incorporated herein.

- **Consultant Services:** The Consultant agrees to provide the City with onsite and offsite personnel on an "as-needed" hourly basis that have professional and technical expertise based on the classifications and skills specified within the Consultant's **"Proposal."**

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.

Bruce Miller, Founder of Consultant shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the services to be rendered are complete or the authorized funds have been exhausted, whichever occurs first, unless terminated earlier. The parties anticipate that the need for the Consultant's services may last through June 30, 2016.

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

3. Compensation. The method of payment for this Contract will be on an "as-needed" hourly basis as specified within Consultant's **"Cost Proposal"** dated July 16, 2015 and incorporated herein. Consultant's services shall be performed on an hourly basis based on written direction from the Public Works/Municipal Utilities Department. 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**.**

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 **Deputy Director of Public**

Works/Municipal Utilities Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

As full and complete compensation for performance of all the services to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **One Hundred Thousand Dollars ($100,000.00).**

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any 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.

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

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

The payment(s) made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment

contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

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

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

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

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

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

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

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

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

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

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

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. 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, 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 fifteen (15) 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.

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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.

[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.

Bruce Miller – Founder **(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:
Miller Spaital Services, LLC
3976 Market Street
Riverside, California 92501
Attn: Bruce Miller, Founder
(951) 505-9276

To City:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Deputy Director, Public Works/Municipal Water Utility Division
(310) 605-5555
(310) 763-4567 – fax.

Copy to:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

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.

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.

MILLER SPATIAL SERVICES, LLC
CONSULTANT

Dated: _____ **By _____**
Bruce Miller - Founder

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Glen W. C. Kau, P.E., Director
Public Works/Municipal Utilities Department

Approved by:

Dated: _____ **By _____**
Johnny Ford, City Manager

Approved as to form:

By _____ **Dated: _____**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

MILLER
SPATIAL SERVICES, LLC

July 16, 2015

Mr. Chad Blais
Deputy Director of Public Works and Municipal Utilities
City of Compton
205 South Willowbrook Ave
Compton, CA 90220

Subject: Proposal for On Site Resources

Dear Chad,

This letter proposal is for providing on-site/remote resources at the City of Compton. Examples of other local water agencies where we are currently providing on site resources include East Valley Water District, Western Municipal Water District, and Fontana Water Company. I understand that you are requesting a GIS Analyst that will work on site potentially 40 hours a week for an undefined duration. The primary duties of this person will be map creation, data migration, and data editing.

In addition to the GIS Analyst you requested, we can also provide you with GIS Technicians, Programmers, and Consultants. You can add and subtracted resources as needed. We are an Esri Business Partner, and have experience implementing the various Esri applications/templates available to public agencies including ArcGIS Online, Operations Dashboard, and field applications. Our on-site resources can help you deploy these at the City.

Scope of Work

Provide technical services related to the implementation of Esri GIS solutions. The hours included at the end of each task are estimated hours and represent the time needed to complete the task. Additional time may be needed based on the amount of customization for the City. More accurate hours will be provided after the completion of task 1. Additional tasks maybe added to this scope with mutual agreement between both parties.

1. **Compton Operations Review**
   Review and become familiar with Comptons's GIS data, operations, and workflows as related to current and potential GIS integration points. The goal of this task is to identify opportunities to integrate Esri solutions to improve efficiency, and to be able to properly estimate the level of effort. (80 hours).

   Deliverables:
   - GIS Opportunities and Road Map

2. **Water Assets GIS Data Conversion**
   Limited water information is available in the City's current GIS data. The most recent data is from a water model that was previously done for the City. The water model data is very

generalized and out of date. This task will map all water assets into a GIS format, and load the new data into the City's GIS Database. Esri's Local Government Information Model will be used for the data model. This will allow the City to leverage all the Esri application templates and will reduce the level of effort in setting the templates up. We will use the City's water model data and plans to map the assets as accurately as possible. Once the initial mapping is complete, we will work with the city in prioritizing which asset types need to have their spatial accuracy improved. Field verification and GPS of assets will done to improve accuracy. Atlas Books for the field crew to be used for field quality control. We will work with the City to determine the number of books that need to be printed.

Deliverables:

- Water Assets mapped into GIS
- Water Atlas Books

3. **Set up Esri's Data Reviewer**
   Esri's Data Reviewer is an ArcGIS extension that will allow the City to run automated Quality Control checks on the GIS data. This is typically run after GIS technicians have completed updates to the GIS data. Data Reviewer will perform various topology and attribute checks, and generate reports identifying errors found. These errors can then easily be located and corrected by the technicians (40 hours).

   Deliverables:

   - Esri's Data Reviewer setup and configured

4. **Setup Attribute Assistant and Water Utility Network Editing Tools**
   These tools help automate common editing tasks that are common for water utilities. For example, if an editor needs to add a hydrant, the editor just needs to add the point for the hydrant, and the Infrastructure tool will automatically add the service lateral (perpendicular to the main) and valve. It will also automatically populate the attributes (32 hours).

   Deliverables:

   - Esri's Attribute Assistant setup and configured
   - Esri's Water Utility Network Editing Tools setup and configured

5. **Setup Esri Office Applications**
   Esri has developed many office specific applications using its ArcGIS Online platform. We will work with the City in determining the order that office applications should be setup. The following applications are anticipated:

   - Water Distribution Information Map
   - Utility Shutoff/Isolation Application
   - Outage Viewer Map
   - Map Change Requests
   - Atlas Sheet Generation
   - Water Conservation

- Water Reports

Deliverables:

- Esri's ArcGIS Online office applications
- Staff Training

6. **Setup Esri Field Applications**
   Esri has developed many field specific applications using its ArcGIS Online platform. We will work with the City in determining the order that field applications should be setup. The following field applications are anticipated:
   - USA Tickets (Dig Alerts)
   - Field Red lining
   - Hydrant Inspections and Flushing
   - Valve Exercising
   - Recording of main breaks and leaks

   Deliverables:
   - Field Applications setup and configured
   - Staff Training

7. **Implement Esri's Water Utility Capital Planning ArcGIS application**
   Esri's Water Utility Capital Planning ArcGIS Add-on will allow the City to estimate the costs of new CIP projects, and will allow the tracking of project status through ArcGIS. Status maps can be printed from within ArcGIS, or the City can use the ArcGIS application during meetings to interactively review the status of specific projects. The application is designed to work with Esri's ArcGIS for Local Government data model.. Additional customizations maybe made based on the City's preferences (80 hours).

   Deliverables:
   - Esri's Water Utility Capital Planning Application Configured

8. **Setup Esri's Operations Dashboard**
   Esri's Operations Dashboard is an application that is customizable, and can be configured differently for each department. The purpose of the application is to provide an overview of various metrics related to operations. For example, it may be configured so that customer service can see all the open service requests for reconnects or shutoffs. This application could be integrated to also show the status of CIP projects mentioned earlier. This application could reside on a large TV or monitor so that the status of various operations can be easily monitored (80 hours).

   Deliverables:
   - Esri's Operations Dashboard (Shown Activities to be determined)

We will be able to provide you with a GIS Analyst within 2 weeks of notice to proceed. Our rates vary depending on whether the resource works on site or at our office. Both rates are included below:

Cost Proposal

GIS Technician ($55/Hour-On Site), ($45/Hour-At MSS Office)

Competent in ArcMap 10.x. Can create maps and do data editing/creation tasks. This person will require more direction from City staff than other positions.

GIS Analyst ($75/Hour) , ($65/Hour-At MSS Office)

More capable than the GIS Technician. In addition to the technician skills, the Analyst can complete complex data manipulation tasks. They are capable of creating map services used by GIS web based applications. They will require less direction from the City.

GIS Programmer ($85/Hour) , ($75/Hour-At MSS Office)

Capable of developing custom applications, add-ons, and widgets for ArcMap, ArcGIS Online, and the Operations Dashboard. Can also develop applications in Windows or IOS devices.

GIS Consultant ($105/Hour) , ($95/Hour-At MSS Office)

Capable of assisting the City in planning the implementation of various Esri technologies. Can assist in defining workflows for each department that can take advantage of Esri solutions that can improve efficiency. If there are multiple on-site resources for a specific project, the Consultant will act as the project manager to coordinate the activities of the on-site staff.

Offshore ($15/Hour)

In addition to our local staff, we have an offshore team that is highly skilled in data conversion and maintenance. There could be a substantial savings to the City if high labor tasks are done offshore. The MSS local team will still manage the work done by our offshore team. Cost estimates for Offshore work will be provided on a task basis.

Direct Costs

Direct costs will be billed at cost plus 10%. The only direct costs we anticipate are for scanning of plans, and the printing and binding of Atlas Books.

Travel

Mileage will be charged at a rate of 57.5 cents per mile for services that must be performed at the City. Mileage will be calculated from the Miller Spatial Services Office (3976 Market Street, Riverside, CA) to City Hall which is 112 miles round trip ($64.40).

Thank you for considering Miller Spatial Services for your on-site needs. Please contact me if you have any questions or concerns.

Sincerely,



Bruce Miller

Founder | GIS Consultant

esri Partner Network Silver

September 22, 2015

TO: **MAYOR AND COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT MULTIPLE VENDOR QUOTES AND ISSUE MULTIPLE PURCHASE ORDERS FOR MISCELLANEOUS HARDWARE AND SOFTWARE FOR THE CONSTRUCTION PHASE OF A NEW SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM FOR FISCAL YEAR 2015-2016 ($119,467.13)**

SUMMARY

This resolution authorizes the City Manager to accept the quotes and issue purchase orders for multiple vendors to provide miscellaneous hardware and software that will be installed during the upcoming construction phase of the new Supervisory Control and Data Acquisition (SCADA) System for optimal operation of the Water Utility Division distribution system.

BACKGROUND

The Water Utility Division purchased a SCADA system over 17 years ago. The present system has limitations that restrain the Water Utility Division's flexibility to add or adjust the system without major cost to change the system. The present system is a proprietary system and only that vendor can add or correct problems. In addition, the technology used by this system is outdated by over a decade.

In October 2014, the City Council approved the Water Utility Divisions request to hire Control Automation Design Inc (CAD Inc) to begin the design and preparation of plans and specification for a new SCADA system. The new SCADA system design is now complete and includes an open-architecture which allows for more flexibility, state of the art equipment that will better fit the needs of the Water Utility Division and allow more than one company to work on the system if problems are encountered, and the ability to see in real time and make adjustments remotely to tank elevations, pump controls and security alarms.

The Water Utility Division will be issuing a Request for Proposal for the construction of the new SCADA system. In order to minimize overall project costs and avoid product markup, the Water Utility Division has decided to purchase miscellaneous hardware and software that will be installed by the contractor.

Staff solicited hardware and software quotes from multiple vendors. The following quotes were received (see attached):

HARDWARE/SOFTWARE	VENDOR	QUOTE
Schneider Radios and Accessories	Sage Design Inc**	$32,999.97
Programmable Logic Controllers	GraybaR	$40,879.01
	B&K Electric	$42,130.96
	Macro Automatics	$53,510.93
Inductive SCADA Software	Macro Automatics	$28,830.00
	Inductive Automation	$31,200.00
Misc. Computer Hardware/Software	CDWG (Compton IT's Vendor)	$16,758.15

**Sole vendor for Schneider equipment in this area.

STATEMENT OF THE ISSUE

Staff believes the direct purchase of the required hardware and software for the new SCADA system will be a benefit because it will avoid the potential markup if the construction contractor was required to purchase these items. Staff recommends that the City Council prove the proposed resolution authorizing the City Manager to issue purchase orders to the following vendors:

1) Sage Design Inc for $32,999.97 (Thirty-Two Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Seven Cents).
2) Graybar for $40,879.01 (Forty Thousand Eight Hundred Seventy-Nine Dollars and One Cent).
3) Macro Automatics for $28,830.00 (Twenty-Eight Thousand Eight Hundred Thirty Dollars and Zero Cents).
4) CDWG for $16,758.15 (Sixteen Thousand Seven Hundred Fifty-Eight Dollars and Fifteen Cents).

ALTERNATIVE

Council always has the alternative of taking no action. In this case, we could purchase through one or more installation vendors, perhaps at a higher cost.

FISCAL IMPACT

Funds are allocated in the 2015-16 Fiscal Year budget in Account No. 5003-880-000-4262 (Other Professional Services) for these expenditures. This account has a balance of $351,196.00 and after this deduction there will be $231,728.90 left in the account.

RECOMMENDATIONS

It is staff recommendation that the Mayor and City Council approve this Resolution authorizing the City Manager to issue a purchase orders in the amount of $32,999.97 (Thirty-Two Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Seven Cents) to Sage Design Inc; $40,879.01 (Forty Thousand Eight Hundred Seventy-Nine Dollars and One Cent) for GraybaR; $28,830.00 (Twenty-Eight Thousand Eight Hundred Thirty Dollars and Zero Cents) for Macro Automatics; and $16,758.15 (Sixteen Thousand Seven Hundred Fifty-Eight Dollars and Fifteen Cents) for CDWG.

CHAD BLAIS, DEPUTY DIRECTOR
DEPARTMENT OF PUBLIC WORKS & MUNICIPAL UTILITIES
WATER UTILITY DIVISION

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

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

JF:GK:CB:tm

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT MULTIPLE VENDOR QUOTES AND ISSUE MULTIPLE PURCHASE ORDERS FOR MISCELLANEOUS HARDWARE AND SOFTWARE FOR THE CONSTRUCTION PHASE OF A NEW SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM FOR FISCAL YEAR 2015-2016 ($119,467.13)

WHEREAS, it is the responsibility of the Public Works Department - Water Utility Division to ensure a safe and adequate water supply for drinking and firefighting purposes; and

WHEREAS, staff believes the design and construction of a new Supervisory Control and Data Acquisition System ("SCADA") system will be a great benefit because it will be designed and built to meet the Water Utility Division current and future operational needs; and

WHEREAS, the new SCADA system will help water operations staff to better assist in the management through automated programming and controls of the division's wells, pumps, storage tanks and imported water connections; and

WHEREAS, staff will be able to monitor and protect the water systems critical infrastructure through a automated notification system via security alarms should the water system encounters any tampering, leakage, or control issues at any of the City water facilities; and

WHEREAS, staff believes the direct purchase of the required hardware and software for the new SCADA system will be a benefit because it will avoid the potential markup if the construction contractor was required to purchase these items; and

WHEREAS, staff solicited hardware and software quotes from multiple vendors. The following quotes were received and the results were as follows:

HARDWARE/SOFTWARE	**VENDOR**	**QUOTE**
Schneider Radios and Accessories	Sage Design Inc**	$32,999.97
Programmable Logic Controllers	GraybaR	$40,879.01
	B&K Electric	$42,130.96
	Macro Automatics	$53,510.93
Inductive SCADA Software	Macro Automatics	$28,830.00
	Inductive Automation	$31,200.00
Misc. Computer Hardware/Software	CDWG (Compton IT Vendor)	$16,758.15

**Sole vendor for Schneider equipment in this area.

WHEREAS, funds are available in the Water Utility Division's 2015-16 Fiscal Year Budget in Account No. 5003-880-000-4262 (Other Professional Services).

#15.

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

SECTION 1. That the request of the Public Works/Municipal Utilities Department for approval to make direct purchases of the required hardware and software for the new Supervisory Control and Data Acquisition System ("SCADA") is hereby authorized for the following vendors:

Schneider Radios and Accessories	Sage Design Inc**	$32,999.97
Programmable Logic Controllers	GraybaR	$40,879.01
Inductive SCADA Software	Macro Automatics	$28,830.00
Misc. Computer Hardware/Software	CDWG (Compton IT Vendor)	$16,758.15

SECTION 2. That funds for these expenditures in the amount of $119,467.13 are allocated in the 2015-16 Fiscal Year budget in Account No. 5003-880-000-4262 (Other Professional Services).

SECTION 3. That the City Manager is hereby authorized to issue a purchase orders as follows:

Schneider Radios and Accessories	Sage Design Inc**	$32,999.97
Programmable Logic Controllers	GraybaR	$40,879.01
Inductive SCADA Software	Macro Automatics	$28,830.00
Misc. Computer Hardware/Software	CDWG (Compton IT Vendor)	$16,758.15

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

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 to wit:

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

_____
CITY CLERK OF THE CITY OF COMPTON

SAGE DESIGNS, INC.

SCADA & Security Products

Representing Schneider Electric | Industry Business | Telemetry & Remote SCADA Systems

SCADAPack - Trio Datacom - ClearSCADA - Accutech

TO: Chad Blais
City of Compton
FAX / E-mail: CBlais@comptoncity.org
Date: September 8, 2015
Quotation #: 15441

*** Purchase Orders should be addressed to Schneider Electric USA Inc. ***

email orders to: orders@scadawise.com or fax to 888-275-7243 (888-FAX-SAGE)

Item	Qty	DESCRIPTION	Part #	Unit $	Total $
		Trio Radios **Trio Q-Series Radio**			
1	20	Trio Q-Series Radio	TBURQR4HH-F00E1L00	1,392.00	27,840.00
		Part Number Breakdown	Base + Option Codes		
		Trio Q Data Radio	TBURQ		
		Unit Type	Option Code		
		Simplex / Half Duplex Radio	R		
		Generic Frequency Band	Option Code		
		High Band - 450 to 518MHz	4H		
		Future Use	Option Code		
		Standard on QR450	H-		
		Modulation	Option Code		
		FCC Region (Canada, US, and Others)	F00		
		Encryption	Option Code		
		256-bit AES encryption (standard)	E		
		Features	Option Code		
		Serial & Ethernet	1L		
		Power Supply Options	Option Code		
		10-30v DC Standard	0		
		Hot Standby Controller Options	Option Code		
		None	0		
		Trio Radio Accessories	Part #		
		DIN Rail Mounting Kit			
2	18	DIN Rail Mounting Kit for MR450 , KR900, KR240, JR900, and JR240 radios	TBUM297398	70.40	1,267.20
		Antennas & Cables			
3	20	LMR200K-3 cable from (J or K) radio antenna connector (TNC Fem) to 297273, 3 ft, TNC Male to N Male	TBUM297818	58.40	1,168.00
				Projected Tax - Compton, CA @ 9%:	2,724.77
				Shipping Costs via UPS Ground:	N/C
		NOTE: *Sage Designs is not a planholder for this project, does not have access to the entire specification and, therefore, cannot be held responsible for take-offs on quantities or general or technical requirements outside of the scope of our knowledge. All orders are governed by Schneider Electric USA's standard terms and conditions of sale.*			
				Subtotal:	$32,999.97

*** Purchase Orders should be addressed to Schneider Electric USA Inc ***

*** See last page for ordering information ***

Quoted by: David Gunderson *for* Ken VandeVeer **email orders to:** orders@scadawise.com

#15.

TO PLACE AN ORDER:

Purchase orders must be addressed to the Alpharetta, GA address below, or you may use the remittance address which is based on your bill-to zip code.	*PO's must have complete Schneider Electric Part #'s and unit pricing for all line items. Ground shipping is included at no charge.*
Schneider Electric USA Inc. TRSS Logistics & Order Management 30000 Mill Creek Ave, Suite 300 Alpharetta, GA 30022 ---------- Sage Designs, Inc is your SEUSA rep email orders to: orders@scadawise.com fax orders to: 888-329-7243	
Remittance address based on your bill-to zip code →	**1st 3 digits of your billing zip code**
Schneider Electric USA Inc. P.O. Box 730318 Dallas, TX 75373-0318	832-916 930-944 949-951 954-999
Schneider Electric USA Inc. P.O. Box 533344 Charlotte, NC 28290-3344	917-929 945-948 952-953

* ***New Customers*** *will also need to provide credit application and (if applicable) reseller documentation. Schneider Electric USA, Inc. W-9 available upon request*

NOTES:

1. *Orders should be addressed to Schneider Electric USA Inc, TRSS Logistics & Order Management, 30000 Mill Creek Avenue, Suite 300, Alpharetta, GA 30022. Email Sage Designs or to OrdersTRSS@schneider-electric.com. Remittance address is based on your billing zip code.*
2. *Schneider Electric US terms, conditions & warranty of sale apply to this quote:*
   http://connect-us.schneider-electric.com/terms-conditions/
   Note: SE|TRSS product warranty policy is as specified on product data sheets: SCADAPack Controllers & 5000-Series Expansion modules, 3 year warranty; SCADAPack Vision OIT, 1 year warranty; Trio radios, 3 year warranty;
3. *New customers must submit credit application form. Allow 8-10 business days to process. Goods must be staying within the USA.*
4. *All returns are subject to restocking fees. Open-boxed items are subject to inspection prior to credit or refund.*
5. *F.O.B. Ogdensburg, NY. Ground shipping included; expedited shipping prepaid and added to invoice or shipped freight collect.*
6. *Standard shipping lead time (after credit approval): 1-4 weeks ARO.*
7. *Prices quoted do not include any applicable sales taxes or shipping charges. Prices & specifications are subject to change without notice.*

1370 VALLEY VISTA DR STE 100
DIAMOND BAR CA 91765-3921
Phone: 909-451-4303
Fax: 909-451-4699

To: CITY OF COMPTON(CD)
CITY CONTROLLER
COMPTON CA 90221
Attn: CHAD BLAIS
Phone: 000-609-1753
Fax: 000-609-1753
Email: danial.gilliland@graybar.com

Date: 08/24/2015
Proj Name:
GB Quote #: 223342546
Valid From: 08/20/2015
Valid To: 09/19/2015
Contact: DANIAL GILLILAND
Email: danial.gilliland@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price

Notes: **QUOTE ONLY VALID FOR PURCHASE OF ENTIRE BILL OF MATERIAL ON ONE PO. PRICING VOID IF BROKEN OUT.**

QUOTE INCLUDES FREIGHT- ANY DEVIATION TO THIS QUOTE MAY REQUIRE A REQUOTE.
MANUFACTURER RETURNS POLICY APPLIES.
PLEASE REFERENCE THIS QUOTE # IF YOU WOULD LIKE TO ORDER MATERIAL.
TO ORDER,PLEASE CONTACT EDDIE CORONADO
PHONE: 909-451-4463
FAX: 909-451-4489
EMAIL: eddie.coronado@graybar.com
IF YOU HAVE ANY QUESTIONS REGARDING THIS QUOTE PLEASE CALL DAN GILLILAND 626-513-1135
EMAIL: danial.gilliland@graybar.com
THANK YOU FOR CONSIDERING GRAYBAR

100	**18 EA**	**SQUARE D CO.**	**BMXP342020**	CPU340-20 MODBUS ETHERNET	**$915.47**	**1**	**$16,478.46**
GB Part #: 25120205	UPC #: 78590147654						
200	**18 EA**	**SQUARE D CO.**	**BMXCPS2010**	STANDARD ISOL DC POWER SUPPLY	**$156.45**	**1**	**$2,816.10**
GB Part #: 25120321	UPC #: 78590147699						
300	**33 EA**	**SQUARE D CO.**	**BMXDDI1602**	DIG 16I 24 VDC SINK	**$111.03**	**1**	**$3,663.99**
GB Part #: 25120323	UPC #: 78590178692						

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com **24-Hour Emergency Phone#: 1-800-GRAYBAR**

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

#15. ITY OF COMPTON(CD)
ITY CONTROLLER
COMPTON CA 90221
Attn: CHAD BLAIS

Date: 08/24/2015
Proj Name:
GB Quote #: 223342546

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

400	**14 EA**	**SQUARE D CO.**	**BMXDDO1602**	DIG 16Q TRANS SOURCE 0.5A	**$134.27**	**1**	**$1,879.78**
GB Part #: 25120324	UPC #: 78590160804						
500	**21 EA**	**SQUARE D CO.**	**BMXAMI0810**	ANA 8 U/I IN ISOLATED FAST	**$289.80**	**1**	**$6,085.80**
GB Part #: 25281220	UPC #: 78590167600						
600	**13 EA**	**SQUARE D CO.**	**BMXAMO0410**	ANA 4 U/I OUT ISOLATED	**$267.36**	**1**	**$3,475.68**
GB Part #: 25281222	UPC #: 78590163272						
700	**58 EA**	**SQUARE D CO.**	**BMXFTB2000**	SCREW TERMINAL STRIP 20 STD POINTS	**$16.54**	**1**	**$959.32**
GB Part #: 25120326	UPC #: 78590150171						
800	**21 EA**	**SQUARE D CO.**	**BMXFTB2800**	SCREW TERMINAL STRIP 28 STD POINTS	**$20.87**	**1**	**$438.27**
GB Part #: 25477415	UPC #: 78590110109						
900	**4 EA**	**SQUARE D CO.**	**BMXXBP0400**	4 SLOTS BACKPLANE	**$52.77**	**1**	**$211.08**
GB Part #: 25127509	UPC #: 78590147690						
1000	**5 EA**	**SQUARE D CO.**	**BMXXBP0600**	6 SLOTS BACKPLANE	**$79.14**	**1**	**$395.70**
GB Part #: 25120322	UPC #: 78590147693						
1100	**7 EA**	**SQUARE D CO.**	**BMXXBP0800**	8 SLOTS BACKPLANE	**$105.14**	**1**	**$735.98**
GB Part #: 25127510	UPC #: 78590150165						
1200	**2 EA**	**SQUARE D CO.**	**BMXXBP1200**	12 SLOTS BACKPLANE	**$181.76**	**1**	**$363.52**
GB Part #: 25127511	UPC #: 78590147696						

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com **24-Hour Emergency Phone#: 1-800-GRAYBAR**

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: CITY OF COMPTON(CD)
CITY CONTROLLER
COMPTON CA 90221
Attn: CHAD BLAIS

Date: 08/24/2015
Proj Name:
GB Quote #: 223342546

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

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Subtotal:	**$37,503.68**
Estimated Tax:	**$3,375.33**

(Actual tax value will be calculated at time of order placement)

Total:	**$40,879.01**

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com **24-Hour Emergency Phone#: 1-800-GRAYBAR**

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

#15. ITY OF COMPTON(CD)
ITY CONTROLLER
OMPTON CA 90221
Attn: CHAD BLAIS

Date: 08/24/2015
Proj Name:
GB Quote #: 223342546

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC.
TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.

2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.

3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.

4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.

5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.

6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.

11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.

12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.

14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.

15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed:_____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com **24-Hour Emergency Phone#: 1-800-GRAYBAR**

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

POWER TO SOLVE

9785 CRESCENT CENTER DR STE 301
SALES BRANCH
RANCHO CUCAMONGA, CA 91730-5779
626-435-2562 Fax 909-989-9777

Quotation

QUOTE DATE	QUOTE NUMBER
08/17/15	S2987394

ORDER TO:
ENTITY BR 4 RANCHO
9785 CRESCENT CENTER DR STE 30
SALES BRANCH
RANCHO CUCAMONGA, CA 91730-577

PAGE NO. 1

QUOTE TO:
CASH SALE - BUENA PARK CONTRACTOR
6140 VALLEY VIEW
XXXXX CASH SALE XXXXX
BUENA PARK, CA 90620

SHIP TO:
CASH SALE - BUENA PARK CONTRAC
City of Compton Water Utility
205 S Willowbrook Ave
COMPTON, CA 90220-3134

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	ACCOUNT MANAGER	
21039			MIKE COOK	
WRITER	**SHIP VIA**	**TERMS**	**SHIP DATE**	**FREIGHT**
SARA MORGAN	BK1 ROUTEBK1	CASH SALE	08/17/15	No

ORDER QTY	DESCRIPTION	Unit Price	Extended
	********** Shipping Instructions **********		
	* ALL SALES ARE FINAL! *		
	**********		
18ea	SQD BMXP342020 CPU340-20 MODBUS ETHERNET (Schneider Electric)	1030.050	18540.90
18ea	SQD BMXCPS2010 STANDARD ISOL DC POWER SUPPLY (Schneider Electric)	173.670	3126.06
33ea	SQD BMXDDI1602 DIG 16I 24 VDC SINK (Schneider Electric)	124.930	4122.69
14ea	SQD BMXDDO1602 DIG 16Q TRANS SOURCE 0.5A (Schneider Electric)	151.080	2115.12
21ea	SQD BMXAMI0810 ANA 8 U/I IN ISOLATED FAST (Schneider Electric)	326.070	6847.47
13ea	SQD BMXAMO0410 ANA 4 U/I OUT ISOLATED (Schneider Electric)	300.820	3910.66
58ea	SQD BMXFTB2000 SCREW TERMINAL STRIP 20 STD. POINTS (Schneider Electric)	18.610	1079.38
21ea	SQD BMXFTB2800 SCREW TERMINAL STRIP 28 STD. POINTS (Schneider Electric)	23.490	493.29
4ea	SQD BMXXBP0400 4 SLOTS BACKPLANE (Schneider Electric)	59.370	237.48
5ea	SQD BMXXBP0600 6 SLOTS BACKPLANE (Schneider Electric)	89.050	445.25
7ea	SQD BMXXBP0800 8 SLOTS BACKPLANE (Schneider Electric)	118.300	828.10
2ea	SQD BMXXBP1200 12 SLOTS BACKPLANE (Schneider Electric)	192.280	384.56
	TAXES NOT INCLUDED		

*** This is a quotation ***

Due to price volatility of commodities. This quote is subject to change in 24 hours of quote date.
Applicable taxes are extra!
B&K Electric Wholesale is an EEO/AA Employer

Subtotal	**42130.96**
S&H CHGS	**0.00**
Amount Due	**42130.96**

Quote

Macro Automatics Corporation

2107-D West Commonweath Ave, #368
Alhambra, CA 91803
805.449.4255

DATE	QUOTE NO.
8/24/2015	119

NAME / ADDRESS

City of Compton Public Works
205 S Willowbrook Ave
Compton, CA 90220
Chad Blais, Deputy Director

SCADA PLC Quote

ITEM	DESCRIPTION	QTY	COST	TOTAL
Materials	PLC Controller, RS232 & Ethernet/IP, Modicon Part BMXP342020	18	1,279.00	23,022.00T
Materials	PLC Power Supply, 50VA @ 24VDC, Modicon Part BMXCPS2010	18	217.20	3,909.60T
Materials	Discrete Input Module, 16pt, 24VDC, Modicon Part BMXDDI1602	33	158.50	5,230.50T
Materials	Discrete Output Module, 16pt, 24VDC, Modicon Part BMXDDO1602	14	193.70	2,711.80T
Materials	Analog Input Module, 8ch, Modicon Part BMXAMI0810	12	413.80	4,965.60T
Materials	Analog Output Module, 8ch, Modicon Part BMXAMO0410	13	372.00	4,836.00T
Materials	Screw Terminal Strip 20 STD points, Modicon Part BMXFTB2000	58	24.50	1,421.00T
Materials	Spring Terminal Stip, 28 points, Modicon Part BMXFTB2800	21	28.90	606.90T
Materials	PLC Rack, 4 Slot, Modicon Part BMXXBP0400	4	75.30	301.20T
Materials	PLC Rack, 6 Slot, Modicon Part BMXXBP0600	5	111.40	557.00T
Materials	PLC Rack, 8 Slot, Modicon Part BMXXBP0800	7	149.40	1,045.80T
Materials	PLC Rack, 12 Slot, Modicon Part BMXXBP1200	2	242.60	485.20T
	VALID FOR 45 DAYS			
	Sales Tax		9.00%	4,418.33

TOTAL $53,510.93

Quote

Macro Automatics Corporation

2107-D West Commonweath Ave, #368
Alhambra, CA 91803
805.449.4255

DATE	QUOTE NO.
8/13/2015	116

NAME / ADDRESS

City of Compton Public Works
205 S Willowbrook Ave
Compton, CA 90220
Chad Blais, Deputy Director

SCADA Upgrade Ingnition

ITEM	DESCRIPTION	QTY	COST	TOTAL
Software TTA	Inductive Automation Ignition Custom Package: THE WORKs - MISSION CRITICAL Link (2) Ignition Systems togeter for fault tolerance. Fault tolerant redundant pair includes two license for SQL Bridge, Vision, Reporting, Alarm/SMS/Voice Notification, and Symbol Factory Module.	1	24,150.00	24,150.00
Engr	Total Care for 1 year	1	4,680.00	4,680.00
	PRICES VALID UNTIL 13-NOV-2015			
	Sales Tax		9.00%	0.00

TOTAL $28,830.00

inductive automation

340 Palladio Parkway #540
Folsom, CA 95630
(800) 266-7798
(916) 438-1808 (Fax)

QUOTE

Taken: August 7, 2015
Expires: September 6, 2015
Quote #1062710

Bill To:	***Ship To:***
Chad Blais City of Compton 205 S Willowbrook Avenue Compton, California 90220	Chad Blais City of Compton 205 S Willowbrook Avenue Compton, California 90220

Qty	*Product*	*Unit Price*	*Retail*	*Price*
1	Custom Package/ The Works Mission Critical Link two Ignition systems together to create a fault-tolerant redundant pair. Avoid data loss and downtime when the unexpected happens. Save $$$$ with this package. Includes two licenses for the SQL Bridge, Vision, Reporting, Alarm Notification, SMS Notification, Voice Notification and Symbol Factory modules.	$ 31,200.00	$ 31,200.00	$ 26,520.00
1	Total Care (optional) Includes free upgrades to any modules purchased.	$ 4,680.00	$ 4,680.00	$ 4,680.00

Retail Price	$ 35,880.00	Subtotal	$ 31,200.00
HMI/SCADA Package Discount	-$ 4,680.00	Sales Tax @ 0.0	$ 0.00
		Total	USD $ 31,200.00

Comments: Please send purchase order to:

Vannessa Garcia
Inductive Automation
800-266-7798 x231 (within the USA)
+1916.456.1045 x231 (international)
SKYPE ID: vannessa.garcia
vannessa@inductiveautomation.com

THANK YOU!

This is a quote on the product(s) named above.

This item was quoted on August 7, 2015.
Quote expires on September 6, 2015.

Thank you for your business!

#15.

CDW·G

CDWG.com | 800.594.4239

OE

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GKPQ993	6508383	8/19/2015

BILL TO:
GARRY FRANCIS
205 S WILLOWBROOK AVE

Accounts Payable
COMPTON , CA 90220-3134

Customer Phone #310.605.5507

SHIP TO:
CITY OF COMPTON
Attention To: GARRY FRANCIS
205 S WILLOWBROOK AVE

COMPTON , CA 90220-3134
Contact: GARRY
FRANCIS 310.605.5507

Customer P.O. # GKPQ993 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JON CACIOPPO 877.603.6330	AIT- LAX 1-2 day	MasterCard/Visa Govt	

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
3	3591505	HP SB ZBOOK 17 G2 I7-4810MQ 1TB 8GB Mfg#: K4K67UT#ABA Contract: MARKET	1,922.17	5,766.51
3	2144796	HP 4Y COMPUTRACE DATA PROT SVC Mfg#: UQ932E Contract: MARKET Electronic distribution - NO MEDIA	79.00	237.00
3	2729395	HP ESSENTIAL MESSENGER CASE Mfg#: H1D25AA Contract: MARKET	25.00	75.00
1	3088031	HP SB Z23I 23" LED IPS MON PROMO Mfg#: D7Q13A8#ABA Contract: MARKET	219.00	219.00
3	2584974	HP SB 3YR RISKFREE 24X7X4 WS Mfg#: U1G21E Contract: MARKET Electronic distribution - NO MEDIA	135.00	405.00
3	3508560	HP SB Z230 E3-1271 256GB 16GB W7P Mfg#: F1M18UT#ABA Contract: MARKET	1,799.00	5,397.00
2	3462138	HP SB E231I HEAD ONLY LED NO STAND Mfg#: K4F99A8#ABA Contract: MARKET	189.00	378.00
1	2090769	HP ADJUSTABLE DUAL MONITOR STAND Mfg#: AW664AA#ABA Contract: MARKET	195.00	195.00
3	3716338	HP WRLS C7000 DESKTOP KB & MOUSE Mfg#: QB355AA Contract: MARKET	43.88	131.64
1	3615085	NEC E505 50" LED LCD PUBLIC Mfg#: E505 Contract: MARKET	839.00	839.00
1	3615089	NEC TABLE STAND F/E505 Mfg#: ST-50E Contract: MARKET	44.00	44.00
1	3221354	NEC SLIM MOUNT 32-55" UP TO 105LBS Mfg#: WMK-3255S Contract: MARKET	229.00	229.00
1	1597504	EATON 9130 EXT BATT MOD TOWER 1000VA Mfg#: PW9130N1000T-EBM Contract: MARKET	395.00	395.00
1	1597203	EATON PW 9130 1000V 120V TWR Mfg#: PW9130L1000T-XL Contract: MARKET	729.00	729.00
1	1771641	EATON FLEXPDU W/MAINT BYPASS Mfg#: EHBPL1500R-PDU1U Contract: MARKET	205.00	205.00
6	654810	RECYCLING FEE 15" TO LESS THAN Contract: MARKET	4.00	24.00

#15.

		Fee Applied to Item: 3591505,3088031 3462138		
	654813	RECYCLING FEE 35" AND OVER	5.00	5.00
		Contract: MARKET		
		Fee Applied to Item: 3615085		
1	1810434	HP SB SPEAKER BAR BLACK Mfg#: NQ576AT Contract: MARKET	19.00	19.00
		SUBTOTAL		15,293.15
		FREIGHT		149.00
		TAX		1,316.00

US Currency

TOTAL 16,758.15

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
Fax: 847.371.8831

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.as
For more information, contact a CDW account manager.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Water Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT MULTIPLE VENDOR QUOTES AND ISSUE MULTIPLE PURCHASE ORDERS FOR MISCELLANEOUS HARDWARE AND SOFTWARE FOR THE CONSTRUCTION PHASE OF A NEW SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM FOR FISCAL YEAR 2015-2016**

Chad Blais	**9/16/2015 7:08:29 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**9/17/2015 2:24:37 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**9/17/2015 12:48:27 PM**
CITY CONTROLLER	DATE
Kelly Montgomery	**9/16/2015 1:07:39 PM**
CITY MANAGER	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.

#16.

WARRANTS APPROVED BY COUNCIL

Warrant #	Date	Name	Services Provided	Amount	Amount Paid Year to Date
229699	9/17/15	C.H.A.N.G.E. Foundation	5 weeks of Graffiti Removal 8/3/15-9/4/15	$14,935.00	$21,759.00

Requested by Public Works

I hereby certify that the above demand in the amount of **$14,935.00** were approved at a regular meeting of the City Council and reject _____ as of September 22, 2015.

_____ Council Member

_____ Council Member

_____ City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on September 22, 2015 allowed the above demand.

_____
Alita Godwin
City Clerk

#16.

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

1315 N. Willowbrook Ave # 1

Compton CA 90222

'15 SEP 2 PM3:48

Graffiti Removal Invoice

Invoice # 7024-B

Dates of Service 08/03/2015 to 08/07/2015

Payment Terms: Weekly

Submit Date 08-31-2015

Bill To: Louis McKenzie
Public Works
Compton Ca 90220
310-605-5500

District		Dates performed	Price	Total
1 thru 4	Graffiti removal	08-03-2015	$791.00	$791.00
1 thru 4	Graffiti removal	08-04-2015	$340.00	$340.00
1 thru 4	Graffiti removal	08-05-2015	$791.00	$791.00
1 thru 4	Graffiti removal	08-06-2015	$340.00	$340.00
1 thru 4	Graffiti removal	08-07-2015	$791.00	$791.00
			Subtotal	**$3.053.00**
			Paid	**$2421.00**
			Balance Due	**$632.00**

Paid By JW
V# 1000570
P.O. # J00582
A/C # 23007200042Q
A/C #

OK TO PAY
PUBLIC WORKS
ST. MAINTENANCE

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

1315 N. Willowbrook Ave # 1

Compton CA 90222

'15 SEP 8 PM4:36

Graffiti Removal Invoice

Invoice # 7025

Dates of Service 08/10/2015 to 08/14/2015

Payment Terms: Weekly

Submit Date 09-08-2015

Bill To: : Louis McKenzie
Public Works
Compton Ca 90220
310-605-5500

District		Dates performed	Price	Total
1 thru 4	Graffiti removal	08-10-2015	$750.00	$750.00
1 thru 4	Graffiti removal	08-11-2015	$750.00	$750.00
1 thru 4	Graffiti removal	08-12-2015	$750.00	$750.00
1 thru 4	Graffiti removal	08-13-2015	$750.00	$750.00
1 thru 4	Graffiti removal	08-14-2015	$750.00	$750.00
			Subtotal	**$3.750.00**
			Balance Due	**$3.750.00**

For : Louis Mckenzi

9.17.15

Paid By JW
V# 100051 05
P.O. # J00582
A/C # 23007200041262
A/C #

OK TO PAY
PUBLIC WORKS
ST. MAINTENANCE

#16.

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

1315 N. Willowbrook Ave # 1

Compton CA 90222

'15 SEP 1 PM12:25

Graffiti Removal Invoice

Invoice # 7026

Dates of Service 08/17/2015 to 08/21/2015

Payment Terms: Weekly

Submit Date 08-24-2015

Bill To: Mr JONNY FORD
City Manager Department
Compton Ca 90220
310-605-5500

District		Dates performed	Price	Total
1 thru 4	Graffiti removal	08-17-2015	$791.00	$791.00
1 thru 4	Graffiti removal	08-18-2015	$340.00	$340.00
1 thru 4	Graffiti removal	08-19-2015	$791.00	$791.00
1 thru 4	Graffiti removal	08-20-2015	$340.00	$340.00
1 thru 4	Graffiti removal	08-21-2015	$791.00	$791.00
			Subtotal	**$3.053.00**
			Balance Due	**$3.053.00**

For: Louis Mirbojo
9.17.15

Paid By JW
V# 10005101
P.O. # J00582
A/C # LISTED
A/C #

OK TO PAY
PUBLIC WORKS
ST. MAINTENANCE

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

1315 N. Willowbrook Ave # 1

Compton CA 90222

'15 SEP 2 PM 3:48

Graffiti Removal Invoice

Invoice # 7027

Dates of Service 08/24/2015 to 08/28/2015

Payment Terms: Weekly

Submit Date 08-31-2015

Bill To: Louis McKenzie
Public Works
Compton Ca 90220
310-605-5500

District		Dates performed	Price	Total
1 thru 4	Graffiti removal	08-24-2015	$750.00	$750.00
1 thru 4	Graffiti removal	08-25-2015	$750.00	$750.00
1 thru 4	Graffiti removal	08-26-2015	$750.00	$750.00
1 thru 4	Graffiti removal	08-27-2015	$750.00	$750.00
1 thru 4	Graffiti removal	08-28-2015	$750.00	$750.00
			Subtotal	**$3.750.00**
			Balance Due	**$3.750.00**

Paid By AW
V# 100051PS
P.O. # J00582
A/C # LISTED
A/C #

OK TO PAY
PUBLIC WORKS
ST. MAINTENANCE

#16.

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

1315 N. Willowbrook Ave # 1

Compton CA 90222

'15 SEP 8 AM11:22

Graffiti Removal Invoice

Invoice # 7028

Dates of Service 08/31/2015 to 09/04/2015

Payment Terms: Weekly

Submit Date 09-08-2015

Bill To: : Louis McKenzie
Public Works
Compton Ca 90220
310-605-5500

District		Dates performed	Price	Total
1 thru 4	Graffiti removal	08-31-2015	$750.00	$750.00
1 thru 4	Graffiti removal	09-01-2015	$750.00	$750.00
1 thru 4	Graffiti removal	09-02-2015	$750.00	$750.00
1 thru 4	Graffiti removal	09-03-2015	$750.00	$750.00
1 thru 4	Graffiti removal	09-04-2015	$750.00	$750.00
			Subtotal	**$3.750.00**
			Balance Due	**$3.750.00**

Paid By AN
V# 1000510J
P.O. # JC0582F
A/C # 23007200004262
A/C #

OK TO PAY
PUBLIC WORKS
ST. MAINTENANCE

OK TO PAY
PUBLIC WORKS
ST. MAINTENANCE