NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, October 13, 2015
5:45 PM

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. RECOGNITION - Expungement Clinic - Crossroads United Methodist Church **(Mayor Aja Brown)**

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

2. SEPTEMBER 22, 2015

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. INVESTMENT REPORT - August 2015 **(Receive/File)**

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

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

6. 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)

CITY FIRE DEPARTMENT

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT

CITY MANAGER

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO CITYWIDE VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF SUPPLIES AND SERVICES FOR FISCAL YEAR 2015-2016

HUMAN RESOURCES

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE HUMAN RESOURCES DEPARTMENT'S FISCAL YEAR 2015-2016 BUDGET AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY FOR METROLINK TRAIN PASSES ($90,000)

END CONSENT AGENDA

REGULAR AGENDA

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

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

APPOINTMENTS TO MULTI JURSIDICTIONAL COMMITTEES - County Sanitation - (Alternate) and METROPOLITAN WATER DISTRICT - (Representative)

CITY MANAGER'S REPORT

11. POWER POINT PRESENTATION - CITY OF COMPTON 63rd ANNUAL CHRISTMAS PARADE - December 12, 2015

12. ORAL PRESENTATION - EMERGENCY MEDICAL SERVICE PROGRAM - Fire Department

13. A REQUEST TO AUTHORIZE THE CITY MANAGER TO MAIL AN EDUCATIONAL, IMPARTIAL MAILER REGARDING THE COMPTON UNIFIED SCHOOL DISTRICT MEASURE S PLACED ON THE NOVMEBER 3, 2015 CITYWIDE BALLOT **(Minute Motion Action)**

CITY ATTORNEY'S REPORTS

CLOSED SESSION

14. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

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

UNFINISHED BUSINESS

NEW BUSINESS

15. 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)

16. 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

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2015-2016 FISCAL YEAR BUDGET AND 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

18. 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 EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND CITY VENTURES, INC. TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN HOUSING SUCCESSOR-OWNED PROPERTY LOCATED AT 930 WEST COMPTON BOULEVARD

19. 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 EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND NEIGHBORHOOD HOUSING SERVICES, INC. TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN HOUSING SUCCESSOR-OWNED PROPERTY LOCATED AT 1434 WEST COMPTON BOULEVARD

APPROVAL OF WARRANTS

20. Warrant #230018 - Date - 9/30/15 - Name - Gateway Cities Council of Governments - Services - Annual Membership 2015/2016 - Amount - $27,000.00 - Requested by: City Manager

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, October 20, 2015 @ 3:30 PM.

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

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

SEPTEMBER 22, 2015

The City Council meeting was called to order at 5:45 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

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

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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Benjamin Holifield, Compton resident, petitioned the City Manager to address the weeds growing in front of the mural on the side of the Council Chambers. He also asked that the City Manager address the City's homeless population. He further questioned how this City Council can witness these happenings on a regular bases and not address the issue on the dais.

Councilperson Zurita recognized Pastor Jerome Fisher, his wife, and son Pastor Michael Fisher in the audience.

Michael Turner, Compton resident, asked the City Manager to address the rumors in the community regarding the closure of VFW Post 5394.

Mayor Brown assured Michael Turner that those rumors are false.

Mr. Turner went on to ask that the City Council consider giving organizations five minutes to speak at the podium. He also asked that the City consider hiring stenographers for all court cases in which Compton attorneys represent the City.

Mayor Brown referred Mr. Turner to the City Attorney's Office.

Artra Wynn, Compton resident, recognized the City Clerk for the way in which she paid attention to the seniors during the "Keep Your Home California" forum held over the weekend. She also recognized Councilperson Arceneaux and her liaison Deidre Hart for hosting an informative town hall meeting at Burrell McDonald Park.

Tomas Carlos, Compton resident, requested access to additional parking spaces during City Council meetings on behalf of the residents. He expressed a concern for the water quality in Compton and the audio when watching the council meetings over the internet. He announced the continuation of his family's shoe drive and his hopes to partner with the City to maintain the horse trail.

Will Scott, Compton resident, affirmed that he is a proud resident of the City of Compton and that he is always first to defend the City when negative comments are made. He acknowledged the importance of youth participation during public meetings but made note that sometimes the citizens get upset and frustrated and express their feelings publicly with anger and disdain. He went on to state that he has mentioned on several occasions how disrespectful it is for this City Council to start the meetings after the stated meeting time. He affirmed that the streets are dirty and lack beautification - and maintained that as policy makers, representatives, and leaders of the City the citizens expect them to hold individuals accountable to keeping the City clean.

Michael Fisher, Pastor of Greater Zion, stated that he appreciates the current atmosphere in the Council Chambers and that it hurts him to only see the negative stereotypes in the media. He went on to pray that God connects the City Council with resources and opportunities for economic development.

Antonio Jackson, member of Greater Zion Church, submitted prayers and supplications for God to continue to give the City Council wisdom to make righteous decisions.

Brittany Crawford, member of Greater Zion Church, submitted prayers and supplications for God to continue to give the City Council everything they need to make righteous decisions.

Dennis Lord, member of the L.A. County Aviation Commission, invited the community to participate in the "5th Annual Experimental Aircraft Association Flying & Model Expo" to be held Saturday, September 26, 2015 at the Compton Airport. Gates open at 9 a.m. and close at 3 p.m. Free parking available. Under the age of 10 is free; 10 and over $3.00.

Joyce Kelly, Compton resident, stated that as a longtime resident she attends the City Council meetings every week because she is concerned about the government. She advised the young ladies in the audience to learn the Preamble to the Constitution of the Unites States of America and the first amendment. She articulated the importance of voting and knowing the history of this country when living in the state of California. She went on to ask the City Council why monies were allocated towards the construction of a senior citizen center which later became a community center. She asked the City Manager to list the amount of money the elected officials receive for sitting on the Independent Cities and Metropolitan Water District commissions.

Councilperson Zurita asked the City Clerk to explain that the aforementioned commissions are outside commissions that require elected representation; in addition to Tuesday council meetings and day jobs.

Stephanie Freeman, member of Greater Zion Church and Compton resident, submitted prayers and supplications for God to bless the City Council, citizens, and Compton Sheriff's deputies.

David Colbert, Compton resident, stated that he was satisfied with the report provided by Sheriff's Captain Johnson last week regarding the City's crime statistics. He went on to state that he was offended by the statements made by Councilperson Arceneaux concerning how dangerous the City of Compton is. He further declared that the City's leaders and representatives should be diligent and not run from their problems but be the change they desire to see in the City of Compton.

Dr. Lestean Johnson, spoke on behalf of the Divas of Compton, she petitioned the City Council and members of the public to help the Divas of Compton travel to Jackson Mississippi to participate in a televised dance competition to be held October 2, 2015. Checks can be made out to the Compton Chamber of Commerce.

Mayor Brown requested the establishment of an Ambassador Fund to which her travel funds can be apportioned for youth program events.

Mike Chattom, Concerned Citizens of Compton, petitioned the City Clerk to address the community's concerns of clothing being sold in the City Clerk's Office with the City of Compton logo on them.

Mayor Brown notified Mr. Chattom that the City Attorney will be addressing that issue in a report.

City Clerk Godwin informed Mr. Chattom that the sale of t-shirts, hats, mugs, and tote bags with the City of Compton logo has been going on for several years now in the City Store located in City Clerk's Office.

Lynn Boone, Compton resident, referenced Item No. 14 and questioned whether or not Miller Spatial Services, LLC. is providing the best service and is the most reasonable as it relates to charges to the City. She questioned how this company was selected because the company is located in the same area in which the Director of the Water Department lives. She stated that she is bothered by the fact that services are contracted out in regards to Item No. 14 and further stated that warrant no. 229699 lacks hours of operations and locations.

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

1. SEPTEMBER 8, 2015 **(Approved)**

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

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

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

Mayor Brown recommended Emma Sharif to represent as the representative for the Independent Cities Lease Finance commission.

On motion by Brown, seconded by Zurita, **Emma Sharif** was appointed as the representative, by the following vote on roll call:

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

Mayor Brown recommended Emma Sharif represent as the representative on the 710 Gateway Cities Council of Governments and Councilperson Zurita as the alternate.

On motion by Brown, seconded by Zurita, **Emma Sharif** was appointed as the representative and **Janna Zurita** as the alternate, by the following vote on roll call:

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

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

On motion by Zurita, seconded by Sharif, the public hearing was continued to October 6, 2015 at 3:45 p.m., by the following vote on roll call:

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

7. POWER POINT PRESENTATION - REPROGRAPHICS DEPARTMENT **(REAGENDAD)**

8. POWER POINT PRESENTATION - CITY OF COMPTON EMERGENCY PREPAREDNESS PLAN AND TRAINING SCHEDULE - Fire Department **(REAGENDAD)**

9. POWER POINT PRESENTATION - CITY OF COMPTON FIRE TRAINING PROGRAM - Fire Department **(REAGENDAD)**

UNFINISHED BUSINESS - There was no 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 THE ISSUANCE OF A PURCHASE ORDER TO AFFORDABLE HOUSING NETWORK, LLC, d/b/a GOSECTION8.COM

On motion by Zurita, seconded by Sharif, **Resolution # 24,229** entitled **"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"** was approved, by the following vote on roll call:

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

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) **(REAGENDAD)**

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 **(REAGENDAD)**

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)

Councilperson Zurita asked the City Manager if a consultant would be overseeing the City's housing related programs.

City Manager Ford replied affirmatively.

Councilperson Zurita inquired about the start of the Successor Agency housing rehabilitation program.

Kofi Sefa'boayke, Director of the Successor Agency, answered that the program is expected to begin in October 2015 – it is comprised of set aside redevelopment funds to be used as deferred loans payable when the property is resold; but the intent of the program is to enable low-to-moderate income seniors and homeowners to improve their quality of housing standards.

On motion by Zurita, seconded by Sharif, **Resolution # 24,230** entitled **"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)"** was approved, by the following vote on roll call:

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

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

It was motioned by Zurita, seconded by Brown (who stepped away from the Chair), for discussion.

Councilperson Zurita asked the City Manager if this item was budgeted for.

City Manager Ford replied affirmatively.

On motion by Zurita, seconded by Brown, **Resolution # 24,231** entitled **"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"** was approved, by the following vote on roll call:

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

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

On motion by Zurita, seconded by Sharif, **Resolution #24,232** entitled **"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"** was approved, by the following vote on roll call:

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

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

On motion by Zurita, seconded by Brown, Warrant #229699 was approved, by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Thanked the Sheriff's Department and Captain Johnson for hosting the Family Day event held at the Compton Sheriffs' Station last Saturday.

- Requested the status of the speed meters.

    - **City Manager Ford** answered that he expects to have possession of the equipment in the next three weeks.

- Requested a decrease in the water pressure inside the Dollarhide Community Center restrooms; as well as the installation of window blinds in the conference rooms.

- "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.

Meeting adjournments
Beverly Graves
Eddie Linsley

Councilperson Sharif offered the following communications/announcements:

- “4th District Community Forum” will be held Thursday, September 24, 2015 at Kelly Park beginning at 6 p.m.

- Instructed the City Manager to present her with a copy of the City's illegal dumping ordinance for review.

- Asked the City Manager to check into the recent filming at Angeles Abbey Mortuary on behalf of concerns expressed by members of the community.

Mayor Brown offered the following communications/announcements:

- Commented on the success of the Foster and Adoptive Parent Recruitment event held last Saturday.

- Traveled to Washington D.C. and met with the Department of Transportation concerning the City's Tiger Grant program, White House Director of Governmental Organizations concerning public safety initiatives, criminal justice reform, and the expansion of the My Brother's Keeper program.

- Invited the community to attend Faith Inspirational's "3rd Annual Health & Wellness Fair" to be held Saturday, September 26, 2015 from 11 a.m. to 3 p.m. at Wilson Park.

- "Compton Christmas Parade" will be held Saturday, December 12, 2015.

- Requested a resolution be brought back for council to consider making the City-wide Christmas Toy Giveaway an official event.

- Requested additional trash bins in public areas especially in front of the Gateway Towne Center and Dollarhide Community Center.

Resident concerns
Vacant home at 9212 Magnolia Avenue reported to code enforcement.

ADJOURNMENT

On motion by Zurita, seconded by Sharif, the meeting was adjourned at 7:59 p.m. in the memory of **Beverly Graves** and **Eddie Linsley**, by the following vote on roll call:

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

_____ _____

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Treasurer**

RESOLUTION TITLE: **The City Treasurer's investment report to the City Council for the month of August 2015**

<ManagersName> — DEPARTMENT MANAGER'S SIGNATURE

<ManagersDate> — DATE

REVIEW / APPROVAL

<LegalName> — CITY ATTORNEY

<LegalDate> — DATE

<ControllerName> — CITY CONTROLLER

<ControllerDate> — DATE

<CityManager> — CITY MANAGER

<CityManagerDate> — DATE

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

DATE: OCTOBER 6, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY TREASURER

SUBJECT: INVESTMENT REPORT

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORT ACCURATELY REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND SUCCESSOR AGENCY AS OF AUGUST 31, 2015.

DOUGLAS SANDERS
CITY TREASURER

CITY OF COMPTON
Portfolio Management
Portfolio Summary
August 31, 2015

City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
(310)605-5515

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Passbook/Checking Accounts -2	707,140.61	707,140.61	707,140.61	3.20	1	1	0.109	0.110
Local Agency Investment Funds	21,280,396.50	21,280,396.50	21,280,396.50	96.24	1	1	0.280	0.284
Managed Pool & Money Market Account	124,362.77	124,362.77	124,362.77	0.56	1	1	0.148	0.150
Investments	**22,111,899.88**	**22,111,899.88**	**22,111,899.88**	**100.00%**	**1**	**1**	**0.273**	**0.277**

Total Earnings	August 31 Month Ending	Fiscal Year To Date
Current Year	5,677.02	12,447.32
Average Daily Balance	**24,063,433.42**	**26,881,433.50**
Effective Rate of Return	**0.28%**	**0.27%**

This report reflects all pooled investments in conformity with the investment policy adopted by the City Council Gov Code 53646(b) (3)). The monthly investment report must state the ability of the ıcy to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient cash funds may or may not be available. The investment program should provide ɔient cash to meet six months of estimated expenditures; there should be sufficient cash available. In August 2015 the City completed another TRAN's transaction of approximately $10 million with the balance due in June 2016. As of August 31, 2015, the second month of the new Fiscal Year, the City had an estimated total in the General City Bank account plus LAIF accounts of $14.2 million. At the time of this report approximately $5.2 million in outstanding warrants are to be paid to vendors. Our PERS balance is approximately $3.7 million as of the date of this report. Interest rates continue to be very low due to the Fed Fund rate being below ¼ of 1% or .25%. In real terms the interest is near 0. In previous Fed meetings it has been stated to continue to keep the fed rates below ¼ of 1%, however there could be a rate increase by the end of the year. The City of Compton's next property tax revenue is in December of this fiscal year 2015/2016. Also early in the next fiscal year the City will have major Bond payments in August and September 2015. Over the last 4 years, our City continues in meeting its obligations to the vendors on payments, due to the combined efforts of Management, The City Controller's office, as well as The Treasurer's office, contributing to the success of our City.
The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.

Treasury Rates as of 8/31/15
3 month T-Bill @ 0.0020%
6 month T-Bill @ 0.2500%
1 year T-Bill @ 0.3600%

10-1-15

DOUGLAS SANDERS, CITY TREASURER

Reporting period 08/01/2015-08/31/2015

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
August 31, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Passbook/Checking Accounts -2												
5007	5007	Family Self Sufficiency			401,276.64	401,276.64	401,276.64	0.080	0.079	0.080	1	
4000	4000	Neighborhood Improvement			305,863.97	305,863.97	305,863.97	0.150	0.148	0.150	1	
		Subtotal and Average	**707,076.53**		**707,140.61**	**707,140.61**	**707,140.61**		**0.109**	**0.110**	**1**	
Local Agency Investment Funds												
6000	6000	General City			6,281,342.48	6,281,342.48	6,281,342.48	0.284	0.280	0.284	1	
6011	6011	SA Low Cost Housing			177,711.39	177,711.39	177,711.39	0.284	0.280	0.284	1	
6029	6029	Measure R			1,314,040.07	1,314,040.07	1,314,040.07	0.284	0.280	0.284	1	
6019	6019	EDA Revolving Loan			437,423.76	437,423.76	437,423.76	0.284	0.280	0.284	1	
6002	6002	Prop C			4,002,125.96	4,002,125.96	4,002,125.96	0.284	0.280	0.284	1	
6030	6030	PROP A			1,845,218.15	1,845,218.15	1,845,218.15	0.284	0.280	0.284	1	
6027	6027	River Mountain Conservancy			11,783.48	11,783.48	11,783.48	0.284	0.280	0.284	1	
6007	6007	Successor Agency General			10,585.46	10,585.46	10,585.46	0.284	0.280	0.284	1	
6003	6003	Sewer Bond Proceeds			830,401.48	830,401.48	830,401.48	0.284	0.280	0.284	1	
6022	6022	Regional Park			2,746,924.91	2,746,924.91	2,746,924.91	0.284	0.280	0.284	1	
)	6021	Retirement Fund			3,622,839.36	3,622,839.36	3,622,839.36	0.284	0.280	0.284	1	
		Subtotal and Average	**23,232,009.40**		**21,280,396.50**	**21,280,396.50**	**21,280,396.50**		**0.280**	**0.284**	**1**	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			123,829.71	123,829.71	123,829.71	0.150	0.148	0.150	1	
5005	5005	Rental Rehab Prg Money Market			203.04	203.04	203.04	0.060	0.059	0.060	1	
5003	5003	Residential Rehab Money Market			330.02	330.02	330.02	0.040	0.039	0.040	1	
		Subtotal and Average	**124,347.49**		**124,362.77**	**124,362.77**	**124,362.77**		**0.148**	**0.150**	**1**	
		Total and Average	**24,063,433.42**		**22,111,899.88**	**22,111,899.88**	**22,111,899.88**		**0.273**	**0.277**	**1**	

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
AUGUST 31, 2015

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	272,425.71
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	8,014,495.15
1520	MEASURE R	BANK OF THE WEST	114,600.50
2000	PROP A	BANK OF THE WEST	484,407.00
4000	SA GENERAL	BANK OF THE WEST	1,048,850.40
1203	SA LOW COST HOUSING	BANK OF THE WEST	0.00
2100	PERS	BANK OF THE WEST	69,203.07
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,145.40
1001	COC - REGIONAL PARK	BANK OF THE WEST	963.80
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	401,276.64
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	296,447.94
2805	HOME LOAN PROGRAM	BANK OF THE WEST	508,107.83
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,395,786.86
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	3,184.06
5116	BOND SEWER CONSTRUCTION FUND	BANK OF THE WEST	8,328.40
6400	LIABILITY	BANK OF THE WEST	50,180.00

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
AUGUST 31, 2015

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1001	COC - CHANGE FUND	BANK OF THE WEST	227.00
1900	PROP C	BANK OF THE WEST	249,779.05
6300	WORKERS COMP	BANK OF THE WEST	132,242.97
2820	HOUSING AUTHORITY	BANK OF THE WEST	1,408,522.68
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	698,285.49
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	4,008.35
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	257,779.87
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	1,382,448.63

October 13, 2015

TO: CHAIRPERSON & DIRECTORS

FROM: CITY CONTROLLER

SUBJECT: **BOARD OF DIRECTORS OF THE PUBLIC FINANCE AUTHORITY – 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 30, 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 July 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 30, 2015** was **$12,895,165**. The bank balance comprised the follows:

	Bank Balance 9/30/2015
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 Chairperson and Board of Directors receive and file this report.

STEPHEN AJOBIEWE
CITY CONTROLLER

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

October 13, 2015

TO: CHAIRPERSON & COMMISSIONERS

FROM: CITY CONTROLLER

SUBJECT: **THE GAMING COMMISSION – REPORT OF LICENSE FEE REVENUES (BASED ON THE GROSS REVENUES COMPUTATION) RECEIVED FROM CELEBRITY CASINOS, INC. FOR THE 2015/2016 FISCAL YEAR**

SUMMARY

This report contains details of the license fee revenues received by the City (based on the gross revenues computation) from Celebrity Casinos, Inc. for the 2015/2016 Fiscal Year.

BACKGROUND

Celebrity Casinos, Inc. (doing business as Crystal Casino and Hotel) is the licensee for Card Club License No. 97-1. California Casino Management operated Crystal Casino and Hotel until 2006.

Section 9-10 (titled "Card Clubs") of the City of Compton Municipal Code established regulations for the licensing and operations of gaming businesses within the City. Section 9-10.12 requires each licensee to pay the City a monthly fee, which shall be the greater of a minimum amount of $104,166.66 or a percentage of the total monthly gross revenues of the card game business as follows:

1. A minimum gross revenue license fee of $104,166.66 per month; or

2. A percentage of the monthly gross revenues of the Casino's gaming business as indicated below:

Gaming Revenue	Fee
• Less than $300,000.00	5.7%
• $300,000.01 to $400,000.00	6.7%
• $400,000.01 to $1,200,000.00	7.7%
• $1,200,000.01 to $3,000,000.00	10.0%
• $3,000,000.01 to $7,000,000.00	12.0%
• $7,000,000.01 and over	14.0%

Due to the company operating at a loss in the past, the City adopted resolutions to modify the license fee computation. On December 18, 2007, the City adopted resolution number 22,497 which established the license fee as follows:

Gaming Revenue	Fee
• $0 to $850,000.00	$20,000
• $850,000.01 to $1,200,000.00	16.0%
• Over $1,200,000.01	17.0%

The above license fee calculations were modified with resolution number 23,743 on April 23, 2013 to cover the period from January 1, 2013 to June 30, 2014 as follows:

1. A minimum gross revenue license fee of $104,166.66 per month = = WAIVED

2. A percentage of the monthly gross revenues of the Casino's gaming business as indicated below:

Gaming Revenue	Fee
• Less than $300,000.00	5.0%
• $300,000.01 to $400,000.00	6.7%
• $400,000.01 to $1,200,000.00	7.7%
• $1,200,000.01 to $3,000,000.00	10.0%
• $3,000,000.01 to $7,000,000.00	12.0%
• $7,000,000.01 and over	14.0%

Sequel to expiration of resolution number 23,743 on June 30, 2014, the license fee computation formula reverted to the rates stipulated in the City of Compton Municipal Code.

STATEMENT OF ISSUE

The total Gaming revenues of the Casino during the months of July and August 2015 were within the 10% fee range. The amounts of the fee received by the City for the months of July and August 2015 and for the corresponding periods of prior year are as follows:

Month	Fiscal Year 2015/2016 Amount	Fiscal Year 2014/2015 Amount
July 2015	$ 147,349	$ 195,413
August 2015	150,711	204,135
Total	**$ 298,060**	**$ 399,548**

Celebrity Casino Inc. usually provides the fee payment and the accompanying report of revenue collections of the gaming business, to the City of Compton on the tenth day after the end of each relevant month. The fee and the accompanying report for September 2015 had not been received as of time of writing this report.

FINANCIAL IMPACT

The total license fee receivable by the City from Celebrity Casinos, Inc. for the 2015 / 2016 fiscal year was included in the City's fiscal year 2015/2016 budget.

RECOMMENDATION

It is recommended that the Chairperson and Commissioners receive and file this report.

STEPHEN AJOBIEWE
CITY CONTROLLER

APPROVED FOR FORWARDING:

JOHNNY FORD
EXECUTIVE SECRETARY

October 13, 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 30	**$ ----------**	**$ ----------**

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

October 13, 2015

TO: **HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

FROM: **BRYAN BATISTE, (INTERIM) FIRE CHIEF**
COMPTON FIRE DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT**

SUMMARY

This resolution identifies that the department will compensate its employees **portal to portal** while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or prepositioned for emergency response

BACKGROUND

The Compton Fire Department is a participant in all Master Mutual Aid Agreements ("MMA") and California Fire Assistance Agreements ("CFAA"); locally, statewide and federally. When fire personnel respond to any incident they are paid for the entire time they are assigned. The City of Compton is reimbursed by the cooperating agencies responsible for such incidents. All agencies were to have a resolution confirming that personnel are paid portal to portal by May 31, 2015. In lieu of a resolution the City will be reimbursed at an hourly rate for actual hours worked. For hours that the personnel are off duty the City will not be reimbursed.

STATEMENT OF ISSUE

The Compton Fire Department has already responded to two CFAA incidents and has 90 days from those incidents to provide this resolution, or be paid at the actual hours worked rate. The resolution process does not have expiration unless the MOU for compensation changes with the local union. The City is reimbursed through a salary survey that is issued to CAL/OES. The salary survey continues in effect until updated. Regular rates are paid at a rate which includes all hourly rates and overtime rates with incentives, workers compensation and unemployment insurance. There is also an administration rate percentage that is reimbursed for total amount invoiced. This rate is 10% by default. Actual administration rates can be submitted up to 20% annually.

ALTERNATIVE

The alternative is to not approve the resolution and incur cost overage out of the city budget.

FISCAL IMPACT

There is no fiscal impact unless not approved. Without a resolution submitted funds from the Department's budget would be needed to pay personnel for the entire time on an incident above reimbursement funds. These excess funds are not allocated in the Department's fiscal year budget.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

BRYAN BATISTE, (INTERIM) FIRE CHIEF
COMPTON FIRE DEPARTMENT

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT

WHEREAS, the Compton Fire Department is a public agency located in the County of Los Angeles, State of California, and

WHEREAS, it is the Department's desire to provide fair and legal payment to all its employees for time worked; and

WHEREAS, the Department has in its employ Fire suppression response personnel including: Fire Chief, Deputy Chief, Battalion Chiefs, Fire Captains, Engineers, Apparatus Operators, Equipment Operators, Firefighter/Paramedics, Firefighter/EMTs; and

WHEREAS, the Department will compensate its employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or prepositioned for emergency response; and

WHEREAS, the Department will compensate its employees overtime in accordance with their current Memorandum of Understating while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

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

Section 1. That Compton Fire Department personnel shall be compensated according to Memorandum of Understanding (MOU), Personnel Rules and Regulations, and/or other directive that identifies personnel compensation in the workplace.

Section 2. That in the event a personnel classification does not have an assigned compensation rate, a "Base Rate" as set forth in an organizational policy, administrative directive or similar document will to compensate such personnel.

Section 3. That the Compton Fire Department will maintain a current salary survey or acknowledgement of acceptance of the "base rate" on file with the California Governor's Office of Emergency Services, Fire Rescue Division.

Section 4. That Compton Fire Department personnel will be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.

Section 5. That the Compton Fire Department response personnel include: Fire Chief, Deputy Chief, Battalion Chiefs, Fire Captains, Engineer/Apparatus/Equipment Operators, Firefighter/Paramedics and Firefighter/EMTs.

Section 6. That a certified copy of this Resolution shall remain on file in the offices of the City Clerk, City Manager, City Attorney, City Controller and the Fire Department.

Section 7. 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, do hereby certify that the forgoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2015.

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

AYES: Council Members-
NOES: Council Members-
ABSTAINS: Council Members-
ABSENT: Council Members-

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Fire Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT**

Bryan Batiste	**10/6/2015 11:27:51 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**10/7/2015 11:26:44 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**10/7/2015 1:05:07 PM**
CITY CONTROLLER	DATE
Johnny Ford	**10/6/2015 11:26:19 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.

October 13, 2015

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO CITYWIDE VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF SUPPLIES AND SERVICES FOR FISCAL YEAR 2015-2016**

SUMMARY

This resolution is to authorize the City Manager to issue purchase orders to vendors commonly used by the various departments of the City.

BACKGROUND

The City frequently procures office supplies and other minor services that are needed to ensure effective performance of its business. In prior years, these procurements were done by individual departments from the same vendors. Several of the purchases were small in amount, but the City would benefit from collective negotiation or bulk discounts if those procurements were done collectively.

STATEMENT OF ISSUE

The City desires to efficiently manage the small-value procurements by preventing the issuance of multiple Council resolutions for the same vendors. The City has determined that a global resolution for each vendor to cover all procurements by all departments from the same vendors would be more efficient. A list of such procurements is contained in "Appendix A".

ALTERNATIVE

The City will not benefit from collective negotiation and bulk buying discounts if departments are allowed to individually procure similar services and supplies from the vendors without proper coordination.

FINANCIAL IMPACT

Funds for the procurements have been appropriated in the fiscal year 2015-2016 budgets of the various departments as shown in "Appendix A".

RECOMMENDATION

It is recommended that the attached Resolution be adopted.

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO CITYWIDE VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF SUPPLIES AND SERVICES FOR FISCAL YEAR 2015-2016

WHEREAS, the City frequently procures office supplies and other minor services that are needed to effectively perform the City's business; and

WHEREAS, in prior years these procurements were done by individual departments from the same vendors and while several of the purchases were small in amount, the City would benefit from collective bargaining or bulk discounts if those procurements were done collectively; and

WHEREAS, the City desires to efficiently manage those small-value procurements by preventing the issuance of multiple Council resolutions and contracts for the same vendor and the City has determined that a global resolutions and contract for each vendor to cover all procurements by all departments from the same vendor will be more efficient; and

WHEREAS, a list of the vendors, services and supplies to be procured from the vendors and the amounts of such procurements are contained in "Appendix A," attached hereto and incorporated herein.

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 orders to vendors listed in "Appendix A" of this Resolution in the amounts not to exceed those stated in "Appendix A."

SECTION 2. That funds for the procurements have been appropriated in the Fiscal Year 2015-2016 budgets of the various Departments as shown in "Appendix A.".

SECTION 3. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, City Controller and each Department identified in "Appendix A.".

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

ADOPTED this ____ day of _____, 2015.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the forgoing Resolution was adopted by the City Council, signed by the Mayor 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

APPENDIX A

Commonly Used Vendors

VENDOR	DESCRIPTION	DEPARTMENT	FUND	AMOUNT	ACCOUNT DETAIL
Staples	General Office	P/W Street	Gas Tax	$ 1,000.00	2300-720-000-4210
Staples	General Office	P/W Engineer	Gas Tax	$ 1,000.00	2300-710-000-4210
Staples	General Office	City Manager	General Fund	$ 8,400.00	1001-510-000-4210
Staples	General Office	Grants Division	CDBG Fund	$ 5,000.00	2800-510-D11-4210
Staples	General Office	Mayor	General Fund	$ 500.00	1001-400-C05-4210
Staples	General Office	Mayor	General Fund	$ 1,000.00	1001-400-C05-4249
Staples	General Office	Council	General Fund	$ 500.00	1001-400-C01-4210
Staples	General Office	Council	General Fund	$ 1,000.00	1001-400-C01-4249
Staples	General Office	Council	General Fund	$ 500.00	1001-400-C02-4210
Staples	General Office	Council	General Fund	$ 1,000.00	1001-400-C02-4249
Staples	General Office	Council	General Fund	$ 500.00	1001-400-C03-4210
Staples	General Office	Council	General Fund	$ 1,000.00	1001-400-C03-4249
Staples	General Office	Council	General Fund	$ 500.00	1001-400-C04-4210
Staples	General Office	Council	General Fund	$ 1,000.00	1001-400-C04-4249
Staples	General Office	C/E City Attorney	General Fund	$ 8,000.00	1001-670-000-4210
Staples	General Office	Controller	General Fund	$ 7,000.00	1001-650-000-4210
Staples	General Office	Human Resources	General Fund	$ 1,200.00	1001-560-000-4210
Staples	General Office	Human Resources	Ride Share	$ 200.00	2625-560-000-4210
Staples	General Office	General Services	General Fund	$ 2,000.00	1001-600-000-4210
Staples	General Office	General Services	General Fund	$ 500.00	1001-600-ITO-4210
Staples	General Office	General Services	Equipnment	$ 1,000.00	6000-600-0004210
Staples	General Office	Planning & ERD	General Fund	$ 3,200.00	1001-780-000-4210
Staples	General Office	Fire	General Fund	$ 3,000.00	1001-690-000-4210
Staples	General Office	Fire	Hazmat	$ 1,500.00	1003-690-000-4210
Staples	General Office	Fire	General Fund	$ 4,000.00	1001-690-000-4218
Staples	General Office	Fire	Hazmat	$ 1,500.00	1003-690-000-4218
Staples	General Office	Park & Rec	General Fund	$ 3,100.00	1001-840-000-4210
Staples	General Office	Park & Rec	Prop A	$ 2,000.00	2000-840-000-4210
Staples Total				**$ 61,100.00**	
Office Depot	General Office	Treasurer	General Fund	$ 3,000.00	1001-440-000-4210
Office Depot	General Office	Water Division	Water	$ 10,000.00	5000-890-000-4249
Office Depot	General Office	Water Division	Water	$ 10,000.00	5000-900-000-4249
Office Depot	General Office	City Attorney	General Fund	$ 4,500.00	1001-470-000-4210
Office Depot	General Office	Risk Management	Comp. Fund	$ 1,000.00	6300-420-000-4210
Office Depot	General Office	P/W Street	Gas Tax	$ 1,500.00	2300-720-000-4210
Office Depot	General Office	P/W Engineer	Gas Tax	$ 1,000.00	2300-710-000-4249
Office Depot	General Office	City Clerk	General Fund	$ 3,000.00	1001-470-000-4210
Office Depot	General Office	Human Resources	General Fund	$ 700.00	1001-560-000-4210
Office Depot	General Office	Human Resources	Ride Share	$ 100.00	2625-560-000-4210
Office Depot	General Office	Park & Rec	General Fund	$ 3,100.00	1001-840-000-4218
Office Depot	General Office	Park & Rec	General Fund	$ 2,000.00	1001-840-000-4218
Office Depot	General Office	Planning & ERD	General Fund	$ 500.00	1001-780-000-4210
Office Depot	General Office	City Manager	General Fund	$ 1,500.00	1001-510-000-4210
Office Depot Total				**$ 41,900.00**	

APPENDIX A

Commonly Used Vendors

#8.

VENDOR	DESCRIPTION	DEPARTMENT	FUND	AMOUNT	ACCOUNT DETAIL
TAJ Supply	General Office	Treasurer	General Fund	$ 6,000.00	1001-440-000-4249
TAJ Supply	General Office	P/W Street	Gas Tax	$ 1,800.00	2300-720-000-4210
TAJ Supply	General Office	P/W Engineer	City Lighting	$ 1,000.00	2502-710-000-4249
TAJ Supply	General Office	Controller	General Fund	$ 2,000.00	1001-650-000-4210
TAJ SUPPLY	General Office	Local Housing	Housing	$ 17,000.00	2820-790-000-4210
TAJ Supply	General Office	CareerLink	General Fund	$ 12,000.00	1001-810-000-4210
TAJ Supply Total				**$ 39,800.00**	
US Postmaster	Mail	Water Division	Water	$ 5,000.00	5000-890-000-4215
US Postmaster	Mail	Water Division	Water	$ 5,000.00	5000-900-000-4215
US Postmaster	Mail	CareerLink	General Fund	$ 2,000.00	1001-810-000-4215
US Postmaster	Mail	City Clerk	General Fund	$ 30,000.00	1001-470-000-4215
US Postmaster Total				**$ 42,000.00**	
Grainger	General Maint.	Water Division	Water	$ 5,000.00	5000-880-000-4235
Grainger	General Maint.	Water Division	Water	$ 5,000.00	5000-860-000-4235
Grainger	General Maint.	P/W Streets	City Lighting	$ 15,000.00	2502-720-000-4236
Grainger	General Maint.	General Services	General Fund	$ 20,000.00	1001-600-000-4236
Grainger	General Maint.	Fire	General Fund	$ 3,500.00	1001-690-000-4236
Grainger Total				**$ 48,500.00**	
Home Depot	Misc Supplies	General Service	General Fund	$ 20,000.00	1001-600-000-4236
Home Depot	Misc Supplies	CareerLink	General Fund	$ 2,000.00	1001-810-000-4249
Home Depot	Misc Supplies	Fire	General Fund	$ 7,500.00	1001-690-000-4236
Home Depot Total				**$ 29,500.00**	
Waxie's Enter.	Custodial Supply	Fire	General Fund	$ 15,000.00	1001-690-000-4239
Waxie's Enter.	Custodial Supply	General Service	General Fund	$ 30,000.00	1001-600-000-4239
Waxie's Enter. Total				**$ 45,000.00**	
Walter Electric	Electrical Supp.	P/W Street	City Lighting	$ 38,500.00	2502-720-000-4269
Walter Electric	Electrical Supp.	General Service	General Fund	$ 5,000.00	1001-600-000-4236
Walter Electric Supply				**$ 43,500.00**	
Info-Send	Mailing/Flyers	Planning/ERD	General Fund	$ 1,000.00	1001-780-000-4217
Info-Send Total				**$ 1,000.00**	
Gov-Connection	Computer Supp	Water Division	Water	$ 50,000.00	5003-880-000-4334
Gov-Connection	Computer Supp	General Services	General Fund	$ 55,000.00	1001-600-ITO-4218
Gov-Connection Total				**$ 105,000.00**	
American Print	Public Notices	City Clerk	General Fund	$ 25,000.00	1001-470-000-4213
American Print	Public Notices	Grants Division	CDBG Fund	$ 2,000.00	2800-510-D11-4213
American Print Media Total				**$ 27,000.00**	
Grand Total				**$ 484,300.00**	

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO CITYWIDE VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF SUPPLIES AND SERVICES FOR FISCAL YEAR 2015-2016**

<ManagersName> DEPARTMENT MANAGER'S SIGNATURE

<ManagersDate> DATE

REVIEW / APPROVAL

<LegalName> CITY ATTORNEY

<LegalDate> DATE

<ControllerName> CITY CONTROLLER

<ControllerDate> DATE

<CityManager> CITY MANAGER

<CityManagerDate> DATE

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

October 13, 2015

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE HUMAN RESOURCES DEPARTMENT'S FISCAL YEAR 2015-2016 BUDGET AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY FOR METROLINK TRAIN PASSES ($90,000)**

SUMMARY

The purpose of this resolution is to amend the Human Resources Department's Fiscal Year 2015-2016 budget and authorize the City Manager to issue of a purchase order in the amount of $90,000 to the Southern California Regional Rail Authority ("SCRRA") to pay for Metrolink train passes for City employees.

BACKGROUND

Federal and State standards require cities to develop and implement mobile source air pollution reduction programs consistent with regional air quality goals established by the California Clean Air Act of 1988.

The City has developed a plan for reducing mobile source air pollution that provides incentives for carpool, vanpool, bike, walk and public transit modes of travel. Monthly rail passes (only available through the Southern California Regional Rail Authority) are issued to program participants commuting to and from work on the trains.

STATEMENT OF FACT

It is necessary to amend the Human Resources budget to pay for Metrolink train passes issued in the amount of approximately ninety thousand ($90,000) dollars for January 2015 through June 30, 2016 and for the Fiscal Year 2015-2016 by transferring funds from Account No. 2625-560000-4294 (Contingency) to Account No. 2625-560000-4269 (Other Contractual Services).

FISCAL IMPACT

Funds are available in the Human Resources 2015-2016 Fiscal Year budget in Account No. 2625-560000-4294. This transaction will not have any impact on General Fund Revenues.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution to amend the Human Resources Department's Fiscal Year 2015-2016 budget to pay for Metrolink train passes for the months January 2015 through June 30, 2016.

KAREEMAH BRADFORD
HUMAN RESOURCES DIRECTOR

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE HUMAN RESOURCES DEPARTMENT'S FISCAL YEAR 2015-2016 BUDGET AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY FOR METROLINK TRAIN PASSES ($90,000)

WHEREAS, Federal and State standards require cities to develop and implement mobile source air pollution reduction programs consistent with regional air quality goals established by the California Clean Air Act of 1988; and

WHEREAS, the City's plan for reducing mobile source air pollution provides incentives to City employees for carpool, vanpool, bike, walk and public transit modes of travel; and

WHEREAS, the City provides monthly rail passes to program participants commuting to and from work on the Southern California Regional Rail Authority Metrolink Train for the Fiscal Year 2015-2016; and

WHEREAS, these rail passes are only available through the Southern California Regional Rail Authority; and

WHEREAS, it is necessary to amend the Human Resources budget to pay for Metrolink train passes in the amount of ninety thousand ($90,000) dollars for January 2015 through June 30, 2016 and for the Fiscal Year 2015-2016; and

WHEREAS, that funds for this amendment are available in Account No. 2625-560000-4294.

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

SECTION 1. That the 2015-2016 Fiscal Year budget shall be amended to transferred and appropriated according to the following:

From Account No.	**Description**	**Amount**
2625-560000-4294	Contingency	$90,000

To Account No.	**Description**	**Amount**
2625-560000-4269	Other Contractual Services	$90,000

SECTION 2. That the City Manager is hereby authorized to issue a purchase order to the Southern California Regional Rail Authority in the amount of ninety thousand, six hundred fifty ($90,000) dollars for Metrolink Train passes.

SECTION 3. That a certified copy of this Resolution shall be forwarded to the City Manager's Office, the City Controller's Office and the Human Resources Department.

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, the 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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Human Resources**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE HUMAN RESOURCES DEPARTMENT'S FISCAL YEAR 2015-2016 BUDGET AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY FOR METROLINK TRAIN PASSES ($90,000)**

Kareemah Bradford — **10/1/2015 12:40:36 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **10/6/2015 8:51:48 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **10/6/2015 3:45:04 PM**
CITY CONTROLLER — DATE

Johnny Ford — **10/6/2015 10:27:51 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.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Recreation**

RESOLUTION TITLE: **2015 City Of Compton Christmas Parade Presentation**

<ManagersName> **<ManagersDate>**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

<LegalName> **<LegalDate>**
CITY ATTORNEY DATE

<ControllerName> **<ControllerDate>**
CITY CONTROLLER DATE

<CityManager> **<CityManagerDate>**
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.

#11.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Fire Department**

RESOLUTION TITLE: **EMERGENCY MANAGEMENT/ EOC TRAINING PRESENTATION**

<ManagersName> **<ManagersDate>**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

<LegalName> **<LegalDate>**
CITY ATTORNEY DATE

<ControllerName> **<ControllerDate>**
CITY CONTROLLER DATE

<CityManager> **<CityManagerDate>**
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.

October 13, 2015

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A REQUEST TO AUTHORIZE THE CITY MANAGER TO MAIL AN EDUCATIONAL, IMPARTIAL MAILER REGARDING THE COMPTON UNIFIED SCHOOL DISTRICT MEASURE S PLACED ON THE NOVEMBER 3, 2015 CITYWIDE BALLOT**

SUMMARY

Mayor Aja Brown requested that the City Council consider producing a mailer and delivering it to the electors of the City of Compton regarding the Compton Unified School District's Measure S.

BACKGROUND

The Compton Unified School District has proposed a ballot measure to authorize the issuance of a general obligation bond in an amount not to exceed $350,000,000. Funds received from the sale of the bonds will be expended on projects for Compton High School and other District schools.

STATEMENT OF ISSUE

The passage or defeat of this proposed general obligation bond will have an impact on the constituents of both the City of Compton as well as the Compton Unified School District. It is in both jurisdictions benefit to have their shared constituents be as informed as possible regarding this bond measure. Consequently, City Council will consider authorizing the City Manager to prepare and mail an impartial mailer regarding the Compton Unified School District's Measure S.

FISCAL IMPACT

Fiscal impact not to exceed $15,000 from account number 1001-510-000-4262.

RECOMMENDATION

There is no recommendation from Staff on this matter. City Council is to consider authorizing the City Manager to prepare a mailer to the electors of the City of Compton regarding the Compton Unified School District's Measure S.

JOHNNY FORD
CITY MANAGER

October 13, 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.

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

#15.

#15.

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

#15.

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

FUJIFILM

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 #15.

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.

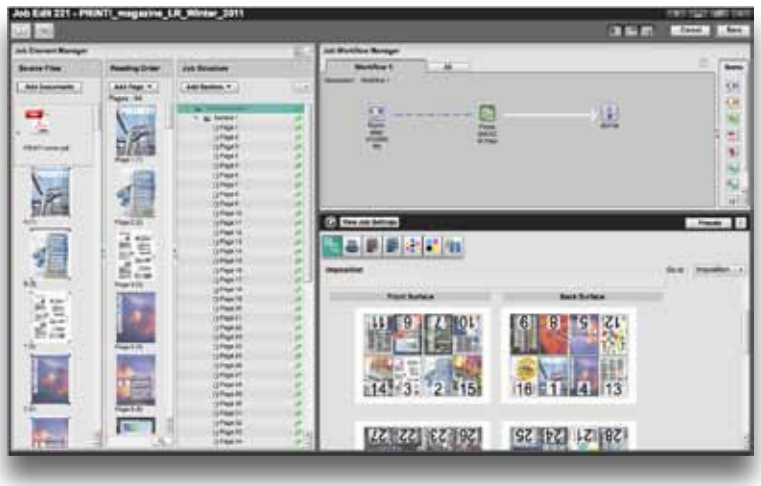
Built to help you add value

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

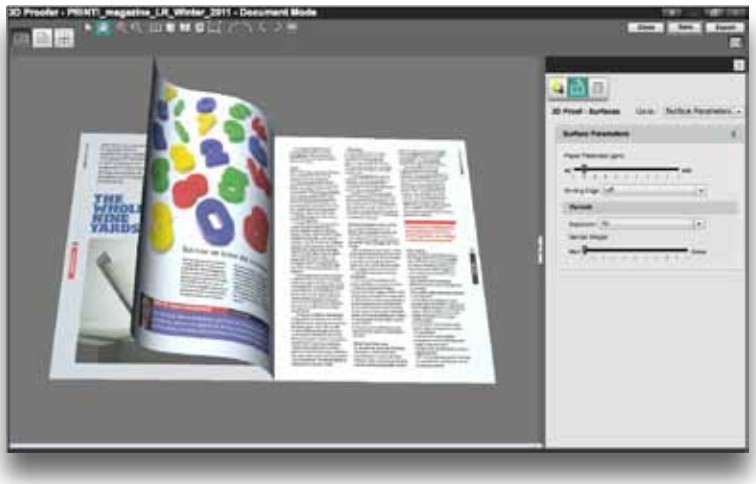




XMF Workflow supports both offset and digital presses, including Fujifilm's J Press 720 B2 inkjet model.



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.

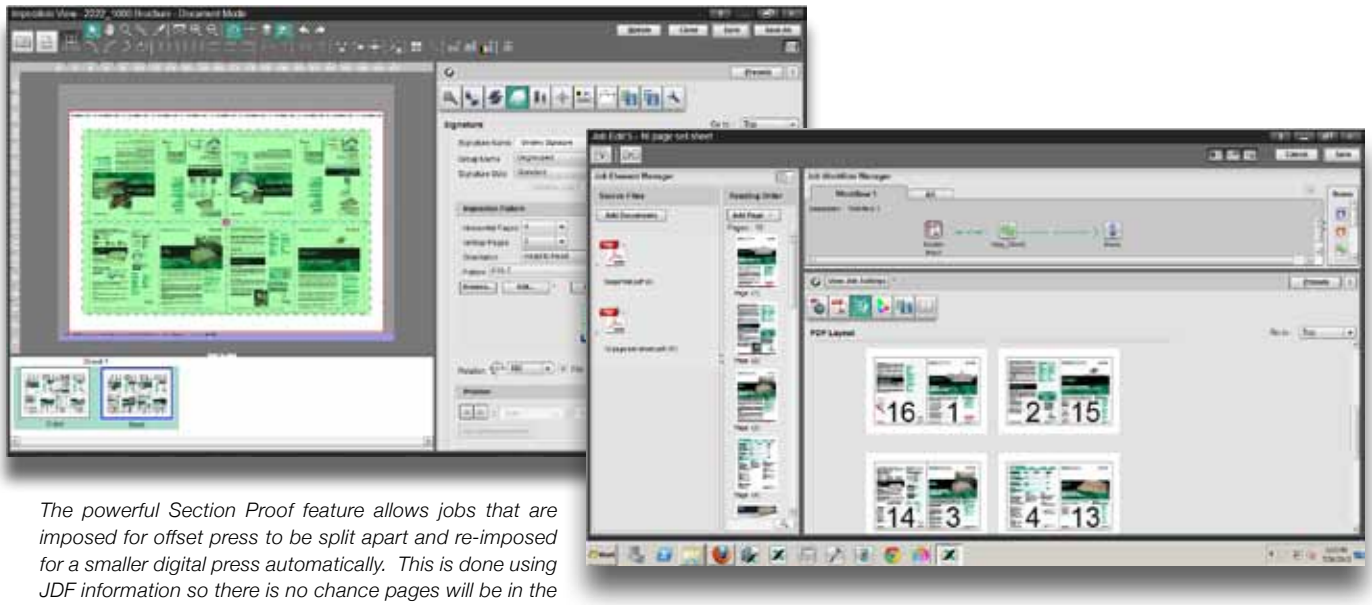
virtual pages in the viewer, showing the effects of different paper types, and allows you to send these as stand-alone 3D virtual proofs to clients. The 3D mock-ups are created from APPE-rendered pages and the production imposition scheme and are therefore as close a representation of the printed product 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

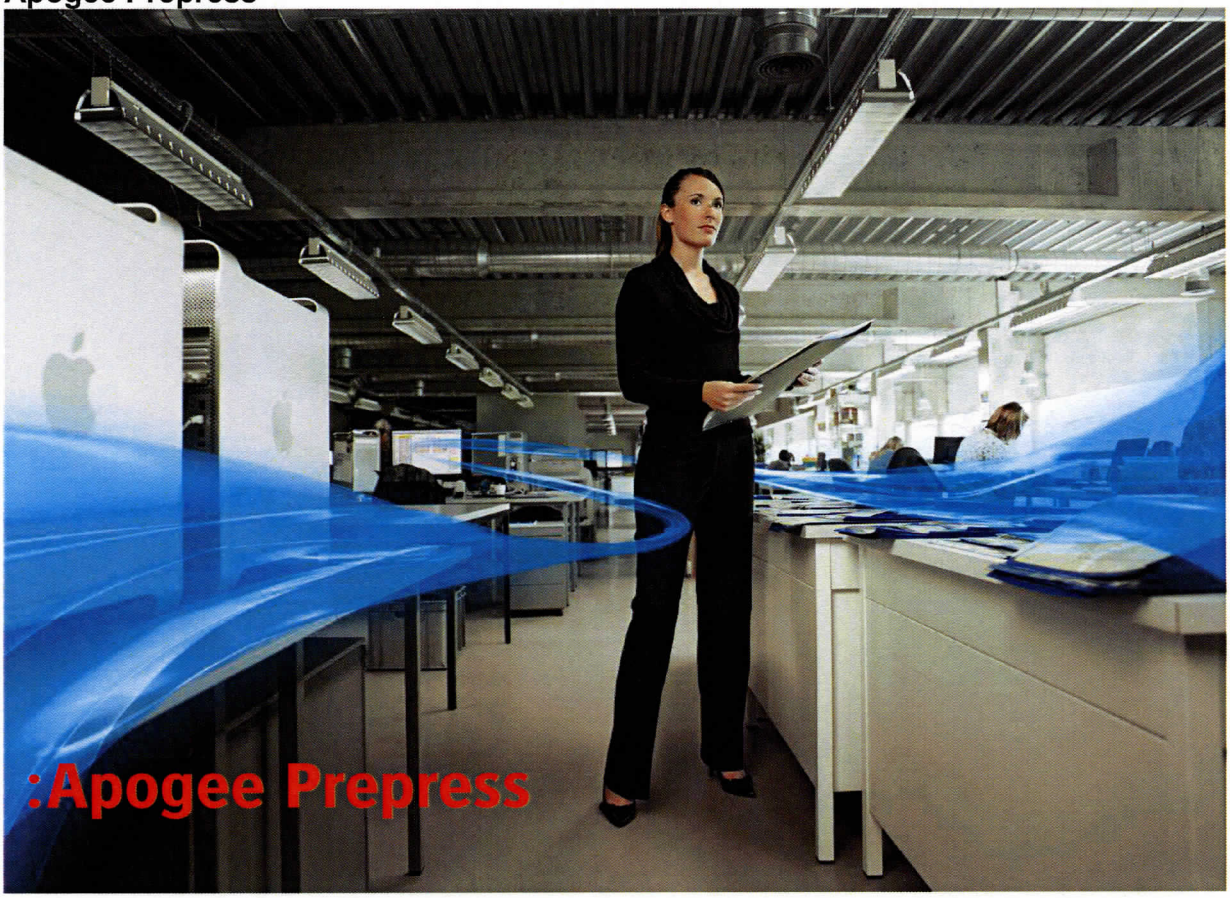
N4 Manage

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

www.agfagraphics.com

#15.

Apogee Prepress

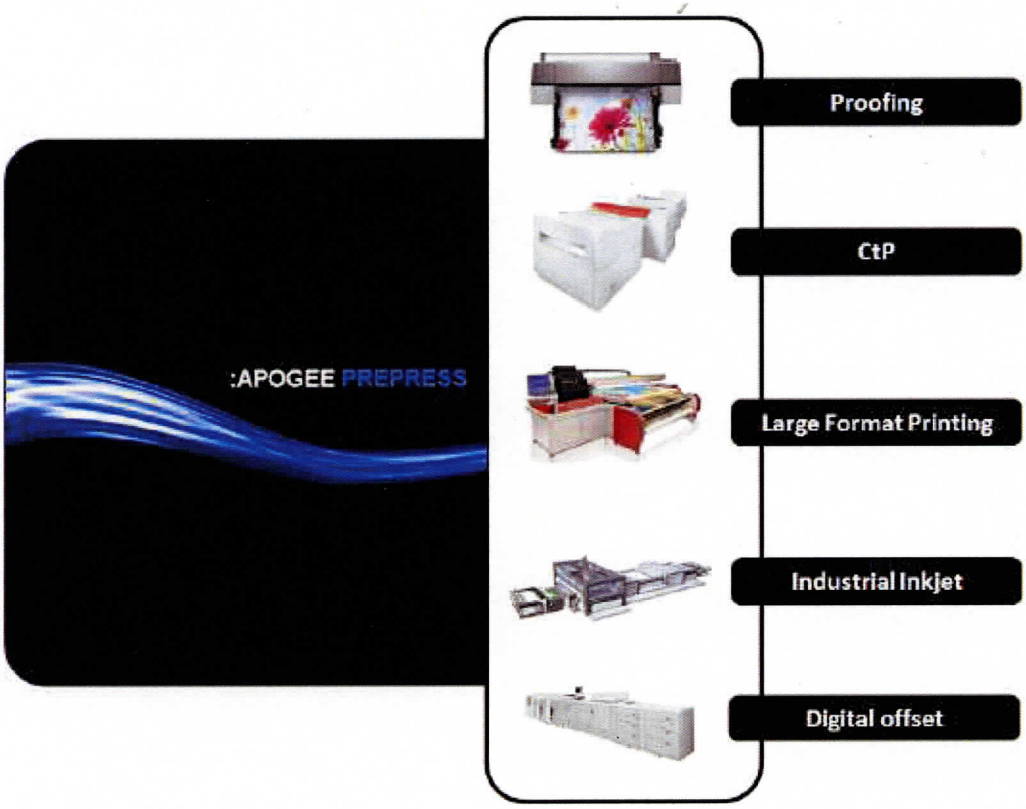


Unique Selling Points

- 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.

Target Customers

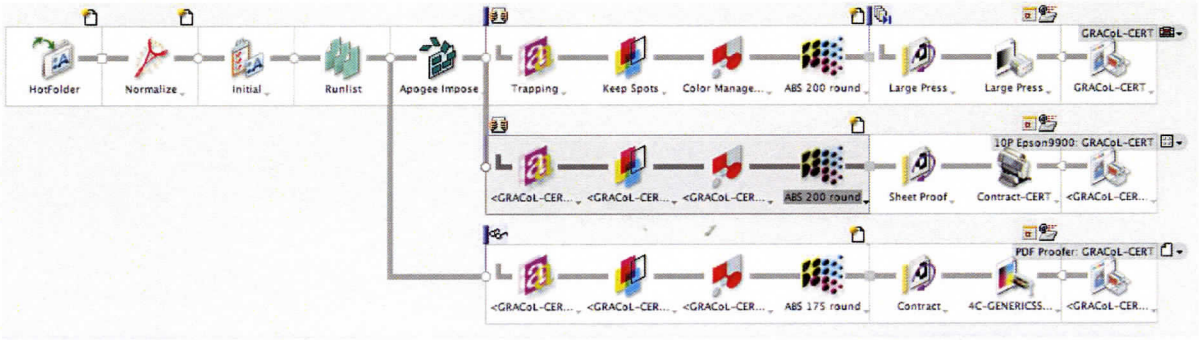
:Apogee Prepress is designed for service bureaus, prepress companies, small to large commercial and packaging printers, and print production plants. :Apogee Prepress allows them to make customer files print-ready for a variety of output devices such as proofers, CtP engines and digital presses.



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.

#15.



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

---

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.

#15.

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**

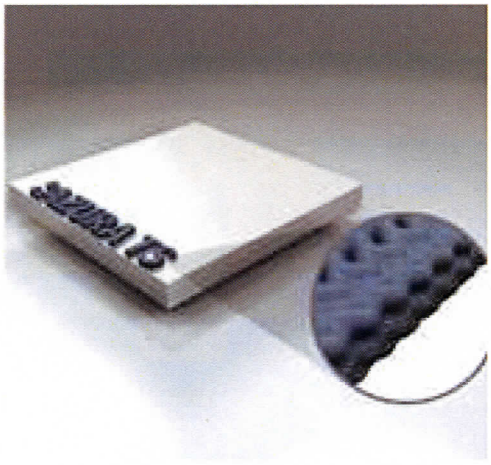
Redundant Imaging Technology

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.

#15.



: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

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

www.agfagraphics.com

#15.

○		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.

October 13, 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.

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

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

#16.

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

#16.

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!

#16.

NSF Excel Hot Foil Stamping Press

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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.

#16.

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.

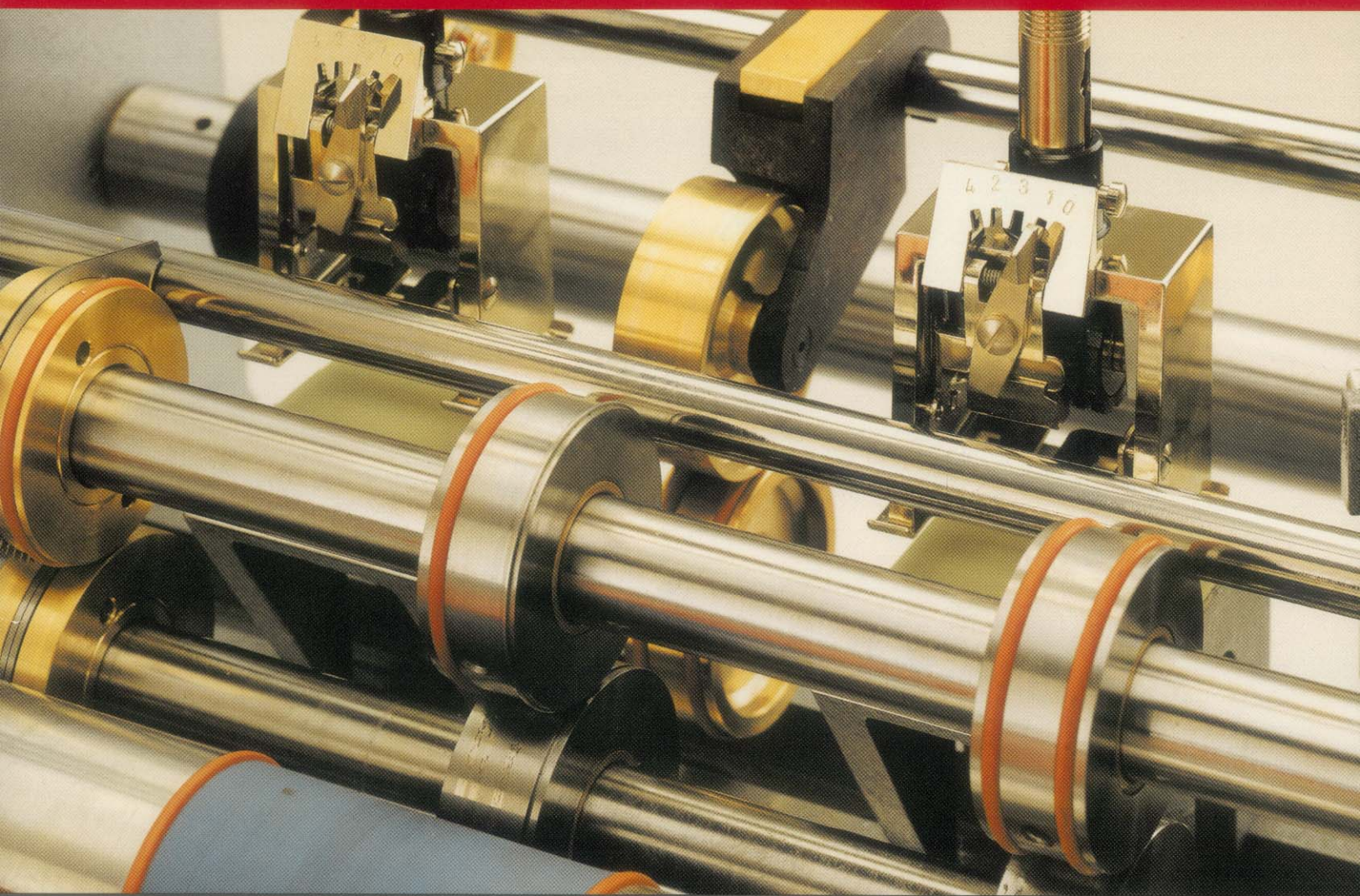
Exceptional fast set up, high productivity, accuracy and high quality output make the NSF Excel Foil Stamping Presses are the most profitable machine purchases you can make for your business.

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

#16.

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.

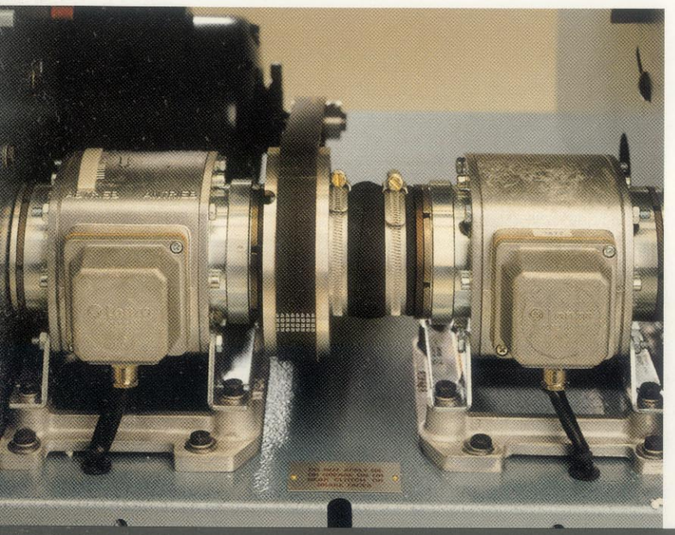
Make the easy decision today.
Bottom line, Rollem's numbering machines are the fastest, most accurate numbering equipment you can buy. Owning one will enhance your business capabilities and your pocketbook. The only decision left to consider is why would you settle for less?

- 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.

#16.

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.

October 13, 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 AMENDING THE 2015-2016 FISCAL YEAR BUDGET AND 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 AMENDING THE 2015-2016 FISCAL YEAR BUDGET AND 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).

SECTION 3. That the 2015-2016 Fiscal Year budget shall be amended to use available water fund reserves 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

October 13, 2015

TO: **MAYOR AND CITY COUNCIL MEMBERS**

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 EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND CITY VENTURES, INC. TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN HOUSING SUCCESSOR-OWNED PROPERTY LOCATED AT 930 WEST COMPTON BOULEVARD**

SUMMARY

Staff respectfully requests the City Council, acting in the capacity of Housing Successor to authorize the City Manager to enter into an Exclusive Negotiation Agreement ("ENA") with City Ventures, Inc. to work out the terms of a Purchase and Sale Agreement ("PSA") for disposition and development of certain Housing Successor-owned property located at 930 West Compton Boulevard in the City of Compton.

BACKGROUND

Pursuant to 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 Community Redevelopment Agency ("Former Agency") as allowed by law, and thereby becoming the Housing Successor pursuant to the dissolution of the Redevelopment Agency (Dissolution Act). On April 17, 2015, the State Department of Finance ("DOF") approved the Successor Agency's request to utilize portion of the Former Agency's housing bond proceeds to facilitate production and preservation of affordable housing programs in the community. Accordingly, the City Council approved the use of the bond proceeds to finance construction of low and moderate income housing developments in the community for Fiscal Year 2015/16.

On June 2, 2015, the City initiated a Request for Proposals ("RFP") process to solicit proposals from interested developers to acquire and develop certain Housing Successor-owned property located at 930 West Compton Boulevard for single family homes. Staff published the RFP in the Daily Breeze, Long Beach Press Telegram, and the City's website. At the close of the scheduled RFP deadline (July 15 2015), staff received a total of four (4) developer responses including: City Ventures, Inc., Horizon Development, Neighborhood Housing Services, Inc. ("NHS"), and WS Consultants.

The successful bidder for the site would be required to enter into an ENA with the Housing Successor to work out terms and conditions necessary to consummate the sale transaction. This report presents a summary of activities culminating in the selection of the most qualified and responsive developer to acquire and develop the subject property.

STATEMENT OF THE ISSUE

In order to ensure transparency in the selection process, the Housing Successor established an "Inter-Departmental Selection Committee" comprised of staff from the Planning Department, Public Works Department and the Successor Agency to evaluate and determine the most qualified proposal for the site. The Committee placed a higher emphasis on a proposal that would: a) offer purchase price upfront upon close of escrow; b) provide a basis for the City to utilize a portion of the Agency bond proceeds to ensure affordability of the proposed single family homes; c) provide a project pro-forma to justify financial feasibility; and (d) partner with the City to promote a local hiring program. Each proposal was rated and ranked on a point system (at a scale of 1-100 points) pursuant to the stipulated evaluation criteria.

The results of the Committee's evaluation are as follows: City Ventures (71.7%), NHS (68.95), Horizon Development (40.5), and WS Consultants (35.75). On the basis of the above, the committee selected City Ventures, Inc. as the most qualified and responsive bidder to acquire and produce affordable housing at the subject site for the following reasons:

A. **City Ventures, Inc.**

The selection of City Ventures as the ultimate developer for the acquisition and development of subject site is based on several factors. First, City Ventures and NHS were the only candidates that opted to offer upfront cash for the purchase of the subject land. NHS offered $535,100.00 and City Ventures offered $400,000.00 at the close of escrow, however, City Ventures scored the highest points based on the preferred development option for the site. City Ventures proposal entailed construction of 24 detached single-family for sale homes on the 2.45 acre site while NHS proposal called for the construction 48 townhomes. The evaluation panel determined that the concentration of 48 townhomes on 2.45 acre site would generate significant environmental impact including traffic congestion and overcrowding. On the basis of the foregoing, City Ventures emerged as the winning bidder.

B. Professional Experience

City Ventures, Inc., based in Irvine, CA, is a fully integrated and well-capitalized residential developer/builder focused on building new infill communities in core California markets. City Ventures has well over 20 years of combined experience in urban development and the management of quality projects. The company is extremely well-capitalized with approximately

$150 million dollars in corporate equity and is not burdened or encumbered with an over-leveraged balance sheet or unsold land and home inventory.

City Ventures has a solid balance sheet with available, internal capital which enables the company to acquire, design, develop, finance, and build a wide range of attractive projects. In addition, the developer has a $125 million dollar senior secured revolving credit facility with US Bank which is used to build-out its projects. City Ventures has a significant track record with public/private joint ventures in the field of neighborhood revitalization, affordable housing and Transit Oriented Development projects spanning several cities. Developments that have bolstered homeownership opportunities with significant affordable components include the following for-sale projects: Azusa, Courtyard Bungalows, Brea Downtown Collection, Buena Park, Parker Collection, Santa Ana, Lacy Collection and Barbara East Beach Collection. The Company has also committed to participate in the City's First Source Hiring Program.

C. Economic Benefits

The subject property is located at a major arterial thoroughfare in the City. The construction of a high quality housing development project, as proposed by the developer, will offer several economic benefits to the City. For example, the City will receive increased property tax revenue, because the property currently does not participate in the property tax roll as public land.

FISCAL IMPACT

There is no negative fiscal impact to the City's General Fund with the approval of this resolution. The Successor Agency has funds allocated in its 2010 Tax Allocation Bond – Series A Housing Proceeds for this project to assist project implementation.

RECOMMENDATION

Staff respectfully requests City Council to authorize the City Manager to enter into an Exclusive Negotiation Agreement to work out the terms of a Purchase and Sale Agreement with City Ventures, Inc. for the sale certain Housing Successor-owned property located at 930 West Compton Boulevard in the City of Compton.

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 EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND CITY VENTURES, INC. TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN HOUSING SUCCESSOR-OWNED PROPERTY LOCATED AT 930 WEST COMPTON BOULEVARD

WHEREAS, pursuant to 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 Community Redevelopment Agency ("Former Agency") as allowed by law, and thereby becoming the Housing Successor pursuant to the dissolution of the Redevelopment Agency (Dissolution Act); and

WHEREAS, on April 17, 2015, the State Department of Finance ("DOF"), approved the Successor Agency's request to utilize portion of the Former Agency's housing bond proceeds to facilitate production and preservation of affordable housing programs in the community; and

WHEREAS, on June 2, 2015, staff initiated a Request for Proposals ("RFP") process to solicit proposals from interested developers to acquire and develop certain Housing Successor-owned property located at 930 West Compton Boulevard for single family homes; and

WHEREAS, prospective developers who responded to the RFP included City Ventures, Inc., Horizon Development, Neighborhood Housing Services, Inc. and WS Consultants; and

WHEREAS, based upon evaluation of the submitted proposals staff has determined that City Ventures, Inc.'s proposal to acquire the subject property for $400,000.00 and develop affordable for-sale homes at the site, is the most responsive proposal; and

WHEREAS, the Housing Successor desires to enter into an Exclusive Negotiation Agreement with City Ventures, Inc. to work out mutually agreeable terms, conditions, covenants, restrictions and agreements necessary to consummate the sale transaction; and

WHEREAS, the Successor Agency through its 2010 Tax Allocation Bonds – Series A Housing Funds has committed subsidies for this project to assist eligible income qualifying First Time Homebuyers.

NOW, THEREFORE, THE CITY COUNCIL, ACTING IN THE CAPACITY OF HOUSING SUCCESSOR HEREBY RESOLVES AS FOLLOWS:

Section 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into Exclusive Negotiation Agreement with City Ventures, Inc. for acquisition and development of certain Housing Successor-owned parcel located at 930 West Compton Boulevard in the City of Compton.

.

Section 2. That this Resolution is adopted pursuant to Health and Safety Code Section 34177.

Section 3. That there is no negative impact to the City's General Fund or the affecting taxing entities with the approval of this Resolution.

#18.

Section 4. That the officers and staff of the City and the Housing Successor are hereby authorized and directed, jointly and severally, to execute the agreement as agreed upon by all parties and to do any and all things which they may deem necessary or advisable to effectuate this Resolution.

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

Section 6. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney and the Successor Agency.

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

_____
CITY CLERK OF THE CITY OF COMPTON

CITY OF COMPTON HOUSING SUCCESSOR

EXCLUSIVE NEGOTIATION AGREEMENT

(930 West Compton Boulevard Affordable Residential Project)

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("Agreement") is dated as of _____, 2015 for reference purposes only, and is entered into by and between the Housing Successor of the City of Compton, a public body corporate and politic ("Housing Successor" or "City"), and City Ventures, LLC ("Developer"), to provide a specified period of time to attempt to negotiate a disposition and development agreement. The Housing Successor and the Developer are sometimes referred to in this Agreement individually, as a 'Party' and, collectively, as the 'Parties.' This Agreement is entered into by the Parties with reference to the following recited facts (each, a 'Recital'):

RECITALS

A. The Housing Successor of the City of Compton, California ("City") is the current owner of certain real property located at 930 West Compton Boulevard and more specifically described in the legal description attached to this Agreement as Exhibit 'A' ("Property") and incorporated into this Agreement by this reference; and

B. The Developer has proposed the acquisition and redevelopment of the Property as an affordable for-sale single-family housing development. This proposed development is generally depicted in the project concept proposal attached to this Agreement as Exhibit 'B' ("Project") and incorporated into this Agreement by this reference; and

C. The intent of both the Housing Successor and the Developer in entering into this Agreement is to establish a specific, limited period of time to negotiate regarding a future agreement between them governing the potential sale of the Property from the Housing Successor to the Developer and development of the Project on the Property, all subject to mutually agreeable terms, conditions, covenants, restrictions and agreements to be negotiated and documented a future purchase and sale agreement ("PSA").

NOW, THEREFORE, IN VIEW OF THE GOALS AND OBJECTIVES OF THE HOUSING SUCCESSOR RELATING TO THE IMPLEMENTATION OF THE PROJECT AND THE PROMISES OF THE HOUSING SUCCESSOR AND THE DEVELOPER SET FORTH IN THIS AGREEMENT, THE HOUSING SUCCESSOR AND THE DEVELOPER AGREE, AS FOLLOWS:

1. **Incorporation of Recitals.** The Recitals of fact set forth above are true and correct and are incorporated into this Agreement, in their entirety, by this reference.

2. **Deposits.** Concurrent with the Developer's execution of this Agreement, the Developer shall pay to the Housing Successor a deposit in the amount of Twenty Five Thousand Dollars ($25,000) in immediately available funds ('Initial Deposit') to ensure that the Developer will proceed diligently and in good faith to fulfill its obligations under this Agreement during the Negotiation Period (as defined in Section 3(a)), as part of the consideration for the Housing Successor's agreement not to negotiate with other persons during the Negotiation Period, and to defray certain costs of the Housing Successor in pursuing the contemplated negotiations with the Developer during the Negotiation Period, pursuant to this Agreement. The Initial Deposit shall be credited and applied by the Housing Successor to the Sales Price of the Property or, in lieu thereof, refunded or released to the Developer upon receipt by the Housing Successor of written direction from the Developer at any time following execution of a PSA by the

Parties and prior to the termination of this Agreement. Notwithstanding the foregoing, in the event that the Parties do not execute a PSA prior to the termination of this Agreement, except for the Housing Successor's breach of this Agreement or the Developers failure to perform per the Exclusive Negotiating Agreement Timeline contained in Exhibit C, the Developer shall be entitled to a return of the Deposit and any accrued interest thereon.

3. **Term of Agreement.**

(a) The rights and duties of the Housing Successor and the Developer established by this Agreement shall commence on the first date on which all of the following have occurred (the 'Effective Date'): (1) execution of this Agreement by the authorized representative(s) of the Developer and delivery of such executed Agreement to the Housing Successor, (2) payment of the Initial Deposit to the Housing Successor by the Developer, in accordance with Section 2, and (3) approval of this Agreement by the Housing Successor governing body and execution of this Agreement by the authorized representative(s) of the Housing Successor and delivery of such executed Agreement to the Developer. The Housing Successor shall deliver a fully executed counterpart original of this Agreement to the Developer, within ten (10) calendar days following the Housing Successor's approval of this Agreement, if approved, and the execution of this Agreement by the authorized representative(s) of the Housing Successor. This Agreement shall continue in effect for the period of ninety (90) consecutive calendar days immediately following the Effective Date ('Negotiation Period').

(b) This Agreement shall automatically expire and be of no further force or effect at the end of the Negotiation Period, unless, prior to that time, both the Housing Successor and the Developer approve and execute a separate PSA acceptable to both the Housing Successor and the Developer, in their respective sole and absolute discretion, in which case this Agreement will terminate on the effective date of such PSA.

4. **Obligations of Developer.** During the Negotiation Period, the Developer shall proceed diligently and in good faith to develop and present to Housing Successor staff and, subsequently, to the Housing Successor Board, for review, all of the following:

(a) A proposed complete conceptual development plan for the Project on the Property that describes and depicts: (1) the location and placement of proposed buildings and (2) the architecture and elevations of the proposed buildings;

(b) Proposed zoning change or changes to the City's General Plan, if any, necessary to accommodate the Project on the Property;

(c) A market study justifying the Developers proposed home sale price, as developed with the Project;

(d) A proposed time schedule and cost estimates for the development of the Project on the Property;

(e) A proposed financing plan identifying financing sources for all private and public improvements proposed for the Project; and

(f) A preliminary financial analysis demonstrating the costs and benefits to the City and the Housing Successor regarding all construction, maintenance and operations of all proposed public improvements, the costs of additional or increased levels of public services and any new public revenues anticipated to be generated by the Project.

5. **Milestone Schedule.** Housing Successor and Developer acknowledge and agree that all submittals required by this Agreement shall be made pursuant to the time schedule attached hereto as Exhibit ___ may be amended administratively by Executive Director with the concurrence of Developer; provided that the timeline does not exceed the Negotiation Period.

6. **Negotiation of PSA.** During the Negotiation Period, the Housing Successor and the Developer shall negotiate diligently and in good faith to negotiate a PSA between them. The Housing Successor and the Developer shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations. Both the Housing Successor and the Developer shall exercise reasonable efforts to complete discussions relating to the terms and conditions of a PSA and such other matters, as may be mutually acceptable to both the Housing Successor and the Developer, in their respective sole discretion. The exact terms and conditions of a PSA, if any, shall be determined during the course of these negotiations. Nothing in this Agreement shall be interpreted or construed to be a representation or agreement by either the Housing Successor or the Developer that a mutually acceptable PSA will be produced from negotiations under this Agreement. Nothing in this Agreement shall impose any obligation on either Party to agree to a definitive PSA in the future. Nothing in this Agreement shall be interpreted or construed to be a guaranty, warranty or representation that any proposed PSA that may be negotiated by Housing Successor staff and the Developer will be approved by the Housing Successor governing body. The Developer acknowledges and agrees that the Housing Successor consideration of any PSA is subject to the sole and absolute discretion of the Housing Successor governing body and all legally required public hearings, public meetings, notices, factual findings and other determinations required by law.

7. **Restrictions Against Change in Ownership, Management and Control of Developer and Assignment of Agreement.**

(a) The qualifications and identity of the Developer and its principals are of particular concern to the Housing Successor. It is because of these qualifications and identity that the Housing Successor has entered into this Agreement with the Developer. During the Negotiation Period, no voluntary or involuntary successor-in-interest of the Developer shall acquire any rights or powers under this Agreement, except as provided in Section 1(c).

(b) The Developer shall promptly notify the Housing Successor in writing of any and all changes whatsoever in the identity of the business entities or individuals either comprising or in control (as defined in Section 6(d)) of the Developer, as well as any and all changes in the interest or the degree of control of the Developer by any such person, of which information the Developer or any of its shareholders, partners, members, directors, managers or officers are notified or may otherwise have knowledge or information. Upon the occurrence of any significant or material change, whether voluntary or involuntary, in ownership, management or control of the Developer (other than such changes occasioned by the death or incapacity of any individual) that has not been approved by the Housing Successor , prior to the time of such change, the Housing Successor may terminate this Agreement, without liability to the Developer or any other person, by sending written notice of termination to the Developer, referencing this Section 1(b).

(c) The Developer may assign its rights under this Agreement to an Affiliate (as defined in Section 6(d)), on the condition that such Affiliate expressly assumes all of the obligations of the Developer under this Agreement in a writing reasonably satisfactory to the Housing Successor, and further provided that NHSNRC, shall, at all times, Control any such Affiliate and be responsible and

obligated directly to the Housing Successor for performance of the Developer's obligations under this Agreement.

(d) For the purposes of this Agreement, the term 'Affiliate' means any person, directly or indirectly, controlling or controlled by or under common control with the Developer, whether by direct or indirect ownership of equity interests, by contract, or otherwise. For the purposes of this agreement, 'Control' means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether by ownership of equity interests, by contract, or otherwise.

8. **Developer Obligations to Review Draft Agreements and Attend Meetings.**

(a) During the Negotiation Period, the Developer shall diligently review and comment on drafts of a NHSNRC prepared by the Housing Successor's legal counsel and, if the terms and conditions of such a PSA are agreed upon between Housing Successor staff and the Developer, submit the PSA fully executed by the authorized representative(s) of the Developer to the Housing Successor Executive Director for submission to the Housing Successor governing body for review and approval or disapproval. Any future PSA shall consist of terms and conditions acceptable to both the Developer and the Housing Successor governing body, in their respective sole and absolute discretion.

(b) During the Negotiation Period, the Developer shall also keep the Housing Successor governing body and staff advised on the progress of the Developer in performing its obligations under this Agreement, on a regular basis or as requested by Housing Successor staff, including, without limitation, having one or more of the Developer's employees or consultants who are knowledgeable regarding this Agreement, the design and planning of the Project and the progress of negotiation of a PSA, such that such person(s) can meaningfully respond to Housing Successor questions regarding the progress of the design and planning of the Project or the negotiation of a PSA attend both: (1) weekly meetings or conference calls with Housing Successor staff, as reasonably scheduled by Housing Successor staff during the Negotiation Period (each, a 'Weekly Meeting'), and (2) meetings of the Housing Successor governing body, when reasonably requested to do so by Housing Successor staff.

9. **Developer to Pay All Costs and Expenses.** All fees or expenses of engineers, architects, financial consultants, legal, planning or other consultants or contractors, retained by the Developer for any study, analysis, evaluation, report, schedule, estimate, environmental review, planning and/or design activities, drawings, specifications or other activity or matter relating to the Property or the Project or negotiation of a PSA that may be undertaken by the Developer during the Negotiation Period, pursuant to or in reliance upon this Agreement or in the Developer's discretion, regarding any matter relating to a PSA, the Property or the Project, shall be the sole responsibility of and undertaken at the sole cost and expense of the Developer and no such activity or matter shall be deemed to be undertaken for the benefit of, at the expense of or in reliance upon the Housing Successor. The Developer shall also pay all fees, charges and costs, make all deposits and provide all bonds or other security associated with the submission to and processing by the City and/or the Housing Successor of any and all applications and other documents and information to be submitted to the City and/or the Housing Successor by the Developer pursuant to this Agreement or otherwise associated with the Project. The Housing Successor shall not be obligated to pay or reimburse any expenses, fees, charges or costs incurred by the Developer in pursuit of any study, analysis, evaluation, report, schedule, estimate, environmental review, planning and/or design activities, drawings, specifications or other activity or matter relating to the Property or the Project or negotiation of a PSA that may be undertaken by the Developer during the Negotiation Period, whether or not this Agreement is, eventually, terminated or extended or a PSA is entered into between the Housing Successor and the Developer, in the future.

10. **Housing Successor Not To Negotiate With Others.**

(a) During the Negotiation Period, the Housing Successor shall not negotiate with any other person regarding the sale or redevelopment of the Property. The term 'negotiate,' as used in this Agreement, means and refers to engaging in any discussions with a person other than the Developer, regardless of how initiated, with respect to that person's redevelopment of the Property to the total or partial exclusion of the Developer from redeveloping the Property, without the Developer's written consent, subject to the provisions of Section 0 and further provided that the Housing Successor may receive and retain unsolicited offers regarding redevelopment of the Property, but shall not negotiate with the proponent of any such offer during the Negotiation Period; provided, however, that the Housing Successor may discuss the fact that the Housing Successor is a party to this Agreement.

(b) Implementation of this Project development shall be and remain in the sole and exclusive purview and discretion of the Housing Successor. Nothing in this Agreement shall limit, prevent, restrict or inhibit the Housing Successor from providing any information in its possession or control that would customarily be furnished to persons requesting information from the Housing Successor concerning the Housing Successor's activities, goals, matters of a similar nature relating to implementation of the project as required by law to be disclosed, upon request or otherwise.

11. **Acknowledgments and Reservations.**

(a) The Housing Successor and the Developer agree that, if this Agreement expires or is terminated for any reason, or a future PSA is not approved and executed by both the Housing Successor and the Developer, for any reason, neither the Housing Successor nor the Developer shall be under any obligation, nor have any liability to each other or any other person regarding the sale or other disposition of the Property or the redevelopment of the Property.

(b) The Developer acknowledges and agrees that no provision of this Agreement shall be deemed to be an offer by the Housing Successor, nor an acceptance by the Housing Successor of any offer or proposal from the Developer for the Housing Successor to convey any estate or interest in the Property to the Developer or for the Housing Successor to provide any financial or other assistance to the Developer for redevelopment of the Project or the Property.

(c) The Developer acknowledges and agrees that the Developer has not acquired, nor will acquire, by virtue of the terms of this Agreement, any legal or equitable interest in real or personal property from the Housing Successor.

(d) Certain development standards and design controls for the Project may be established between the Developer and the Housing Successor, but it is understood and agreed between the Housing Successor and the Developer that the Project and the redevelopment of the Property must conform to all Housing Successor, City and other applicable governmental development, land use and architectural regulations and standards. Drawings, plans and specifications for the Project shall be subject to the approval of the Housing Successor and the City, through the standard development application process in the community. Nothing in this Agreement shall be considered approval of any plans or specifications for the Project or of the Project itself by the City.

(e) The Housing Successor reserves the right to reasonably obtain further information, data and commitments to ascertain the ability and capacity of the Developer to lease develop and operate the Property and/or the Project. The Developer acknowledges that it may be requested to make certain financial disclosures to the Housing Successor, its staff, legal counsel or other consultants, as part of the financial due diligence investigations of the Housing Successor relating to the potential sale

of the Property and redevelopment of the Project on the Property by the Developer and that any such disclosures may become public records. The Housing Successor shall maintain the confidentiality of financial information of the Developer to the extent allowed by law, as determined by the City Attorney.

(f) The Housing Successor shall not be deemed to be a Party to any agreement for the acquisition of, lease of or disposition of real or personal property, the provision of financial assistance to the Developer or development of the Project on the Property or elsewhere, until the terms and conditions of a complete future PSA are considered and approved by both the City Council and the Housing Successor governing body, in their respective sole and absolute discretion, following the conclusion of one or more duly noticed public hearings, as required by law. The Developer expressly acknowledges and agrees that the Housing Successor will not be bound by any statement, promise or representation made by Housing Successor staff or representatives during the course of negotiations of a future PSA and that the Housing Successor shall only be legally bound upon the approval of a complete PSA by both the City Council and the Housing Successor Board, in their respective sole and absolute discretion, following one or more duly noticed public hearings, as required by law.

12. **Nondiscrimination.** The Developer shall not discriminate against nor segregate any person, or group of persons on account of race, color, creed, religion, sex, marital status, handicap, national origin or ancestry in undertaking its obligations under this Agreement.

13. **Limitation on Damages and Remedies.**

(a) THE DEVELOPER AND THE HOUSING SUCCESSOR ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY THE DEVELOPER UPON THE BREACH OF THIS AGREEMENT BY THE HOUSING SUCCESSOR. HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL DAMAGES THE DEVELOPER WOULD SUFFER UPON THE BREACH OF THIS AGREEMENT BY THE HOUSING SUCCESSOR, THE DEVELOPER AND THE HOUSING SUCCESSOR AGREE THAT A REASONABLE ESTIMATE OF THE DEVELOPER'S DAMAGES IN SUCH EVENT IS FIFTY THOUSAND DOLLARS ($50,000) (THE 'LIQUIDATED DAMAGES AMOUNT'). THEREFORE, UPON THE BREACH OF THIS AGREEMENT BY THE HOUSING SUCCESSOR, THE HOUSING SUCCESSOR SHALL PAY THE LIQUIDATED DAMAGES AMOUNT TO THE DEVELOPER AND THIS AGREEMENT SHALL TERMINATE. RECEIPT OF THE LIQUIDATED DAMAGES AMOUNT SHALL BE THE DEVELOPER'S SOLE AND EXCLUSIVE REMEDY ARISING FROM ANY BREACH OF THIS AGREEMENT BY THE HOUSING SUCCESSOR.

_____	_____
Initials of Authorized Representative of Housing Successor	Initials of Authorized Representative of Developer

(b) THE HOUSING SUCCESSOR AND THE DEVELOPER EACH ACKNOWLEDGE AND AGREE THAT THE HOUSING SUCCESSOR WOULD NOT HAVE ENTERED INTO THIS AGREEMENT, IF IT WERE TO BE LIABLE TO THE DEVELOPER FOR ANY MONETARY DAMAGES, MONETARY RECOVERY OR ANY REMEDY OTHER THAN TERMINATION OF THIS AGREEMENT AND PAYMENT OF THE LIQUIDATED DAMAGES AMOUNT. ACCORDINGLY, THE HOUSING SUCCESSOR AND THE DEVELOPER AGREE THAT THE DEVELOPER'S SOLE AND EXCLUSIVE RIGHT AND REMEDY UPON THE BREACH OF

THIS AGREEMENT BY THE HOUSING SUCCESSOR IS TO TERMINATE THIS AGREEMENT AND RECEIVE THE LIQUIDATED DAMAGES AMOUNT.

(c) THE DEVELOPER ACKNOWLEDGES THAT IT IS AWARE OF THE MEANING AND LEGAL EFFECT OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(d) CALIFORNIA CIVIL CODE SECTION 1542 NOTWITHSTANDING, IT IS THE INTENTION OF THE DEVELOPER TO BE BOUND BY THE LIMITATION ON DAMAGES, RECOVERY AND REMEDIES SET FORTH IN THIS SECTION 0, AND THE DEVELOPER HEREBY RELEASES ANY AND ALL CLAIMS AGAINST THE HOUSING SUCCESSOR FOR MONETARY DAMAGES, MONETARY RECOVERY OR OTHER LEGAL OR EQUITABLE RELIEF RELATED TO ANY BREACH OF THIS AGREEMENT, EXCEPT RECEIPT OF THE LIQUIDATED DAMAGES AMOUNT, WHETHER OR NOT ANY SUCH RELEASED CLAIMS WERE KNOWN OR UNKNOWN TO THE DEVELOPER AS OF THE EFFECTIVE DATE OF THIS AGREEMENT. THE DEVELOPER SPECIFICALLY WAIVES THE BENEFITS OF CALIFORNIA CIVIL CODE SECTION 1542 AND ALL OTHER STATUTES AND JUDICIAL DECISIONS (WHETHER STATE OR FEDERAL) OF SIMILAR EFFECT WITH REGARD TO THE LIMITATIONS ON DAMAGES AND REMEDIES AND WAIVERS OF ANY SUCH DAMAGES AND REMEDIES CONTAINED IN THIS SECTION 0.

_____	_____
Initials of Authorized Representative of Housing Successor	Initials of Authorized Representative of Developer

14. **Default.**

(a) Failure or delay by either Party to perform any material term or provision of this Agreement shall constitute a default under this Agreement. If the Party who is claimed to be in default by the other Party cures, corrects or remedies the alleged default within fifteen (15) calendar days after receipt of written notice specifying such default, such Party shall not be in default under this Agreement. The notice and cure period provided in the immediately preceding sentence shall not, under any circumstances, extend the Negotiation Period. If there are less than fifteen (15) days remaining in the Negotiation Period, the cure period allowed pursuant to this Section 0 shall be automatically reduced to the number of days remaining in the Negotiation Period.

(b) The Party claiming that a default has occurred shall give written notice of default to the Party claimed to be in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default. However, the injured Party shall have no right to exercise any remedy for a default under this Agreement, without first delivering written notice of the default.

(c) Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

(d) If a default of either Party remains uncured for more than fifteen (15) calendar days following receipt of written notice of such default, a 'breach' of this Agreement by the defaulting Party shall be deemed to have occurred. In the event of a breach of this Agreement, the sole and exclusive remedy of the Party who is not in default shall be to terminate this Agreement by serving written notice of termination on the Party in breach and, in the case of a breach by the Housing Successor, the Developer shall also be entitled to receive the Liquidated Damages Amount.

15. **Compliance with Law.** The Developer acknowledges that any future PSA, if approved by the governing body of the Housing Successor , will require the Developer (among other things) to carry out the development of the Project in conformity with all applicable laws, including all applicable building, planning and zoning laws, environmental laws, safety laws and federal and state labor and wage laws.

16. **Press Releases.** The Developer agrees to obtain the approval of the Housing Successor Executive Director or his or her designee or successor in function of any press releases Developer may propose relating to the lease or redevelopment of the Property or negotiation of a PSA with the Housing Successor, prior to publication.

17. **Notice.** All notices required under this Agreement shall be presented in person, by nationally recognized overnight delivery service or by facsimile and confirmed by first class certified or registered United States Mail, with return receipt requested, to the address and/or fax number for the Party set forth in this Section 0. Notice shall be deemed confirmed by United States Mail effective the third (3rd) business day after deposit with the United States Postal Service. Notice by personal service or nationally recognized overnight delivery service shall be effective upon delivery. Either Party may change its address for receipt of notices by notifying the other Party in writing. Delivery of notices to courtesy copy recipients shall not be required for valid notice to a Party.

TO DEVELOPER:	City Ventures, LLC 3121 Michelson Drive, Suite 150 Irvine, CA 92612 Attention: Ryan D. Aeh Phone: (949) 258-7512
TO HOUSING SUCCESSOR:	City of Compton, Successor Agency 205 South Willowbrook Avenue Compton, CA 90220 Attention: Kofi Sefa-Boakye, Manager Phone: (310) 605-5511

18. **Warranty against Payment of Consideration for Agreement.** The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section 0, shall not include persons to whom fees are paid for professional services, if rendered by attorneys, financial consultants, accountants, engineers, architects and other consultants, when such fees are considered necessary by the Developer.

19. **Acceptance of Agreement by Developer.** The Developer shall acknowledge its acceptance of this Agreement by delivering to the Housing Successor three (3) original counterpart executed copies of this Agreement signed by the authorized representative(s) of the Developer.

20. **Counterpart Originals.** This Agreement may be executed by the Housing Successor and the Developer in multiple counterpart originals, all of which together shall constitute a single agreement.

21. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to benefit any person or entity other than the Housing Successor or the Developer.

22. **Governing Law.** The Housing Successor and the Developer acknowledge and agree that this Agreement was negotiated, entered into and is to be fully performed in the City of Compton, California. The Housing Successor and the Developer agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, without application of such laws' conflicts of laws principles.

23. **Waivers.** No waiver of any breach of any term or condition contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach of such term or condition, or of any other term or condition contained in this Agreement. No extension of the time for performance of any obligation or act, no waiver of any term or condition of this Agreement, or any modification of this Agreement shall be enforceable against the Housing Successor or the Developer, unless made in writing and executed by both the Housing Successor and the Developer.

24. **Construction.** Headings at the beginning of each section and sub-section of this Agreement are solely for the convenience of reference of the Housing Successor and the Developer and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one or the other of the Housing Successor or the Developer, but rather as if both the Housing Successor and the Developer prepared this Agreement. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to this Agreement and incorporated into this Agreement by this reference. If the date on which the Housing Successor or the Developer is required to take any action pursuant to the terms of this Agreement is not a business day of the Housing Successor, the action shall be taken on the next succeeding business day of the Housing Successor.

25. **Attorneys' Fees.** If either Party hereto files any action or brings any action or proceeding against the other arising out of this Agreement, then the prevailing Party shall be entitled to recover as an element of its costs of suit, and not as damages, its reasonable attorneys' fees as fixed by the court, in such action or proceeding or in a separate action or proceeding brought to recover such attorneys' fees. For the purposes hereof the words 'reasonable attorneys' fees' mean and include, in the case of Housing Successor, salaries and expenses of the lawyers employed by Housing Successor (allocated on an hourly basis) who may provide legal services to Housing Successor in connection with the representation of the Housing Successor in any such matter.

[Signatures on following page]

IN WITNESS WHEREOF, the Housing Successor and the Developer have executed this Negotiation Agreement on the dates indicated next to each of the signatures of their authorized representatives, as appear below.

DEVELOPER:

Dated:_____ By:_____

HOUSING SUCCESSOR:

Dated:_____

By:_____
Johnny Ford
City Manager

ATTEST:

By:_____
Alita Goodwin
Executive Secretary

APPROVED AS TO FORM:

By:_____
Craig Cornwell
City Attorney

EXHIBIT ‘A’
TO
NEGOTIATION AGREEMENT

Property Legal Description

#18.

EXHIBIT ‘B’
TO
NEGOTIATION AGREEMENT

Project Description

EXHIBIT ‘C’
TO
NEGOTIATION AGREEMENT

Timeline

#18.

EXHIBIT 'C'
Exclusive Negotiating Agreement Timeline

MILESTONE	DESCRIPTION
Within __ Days of Effective Date (_____, 2015) of ENA	
Initial Pro Forma	Submit initial pro forma for the proposed development.
Project Development Schedule	Submit projected construction schedule for the proposed development.
Due Diligence	Provide written determination of property's physical suitability for development, taking into account relevant regulatory and environmental conditions.
Full Project Submittal	Submit site plans and elevations. Submit all relevant applications and fees.
Within __ Days of Effective Date of ENA	
Plan Review	Staff reviews plans for compliance with applicable codes and regulations; letter prepared by Housing Successor staff summarizing staff comments is sent to developer.
Within __ Days of Effective Date of ENA	
Revised Site Plans and	Submit revised site plans and elevations
2nd Plan Review	Staff reviews plans for compliance with applicable codes and regulations; letter prepared by Project Manager summarizing staff comments is sent to developer.
Revised Proforma and Development Schedule	Submit refined proforma and development schedule based on revised site plans and elevations.
Development Partners and Structure	Submit letter identifying investment partners.
Funding Partners and Structure	Submit letter identifying lenders and proof of ability to obtain financing.
Within __ Days of Effective Date of ENA	
Draft PSA	Complete negotiations and draft Disposition and Development Agreement.
Final Revisions	Finalize revisions to development proposal and all relevant materials
Within __ Days of Effective Date of ENA	
Housing Successor / City Council Hearing	Present development proposal and DDA to Housing Successor for final review and approval.

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 EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND CITY VENTURES, INC. TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN HOUSING SUCCESSOR-OWNED PROPERTY LOCATED AT 930 WEST COMPTON BOULEVARD**

Kofi Sefa-Boakye	**9/22/2015 4:45:44 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

<LegalName>	**<LegalDate>**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**9/30/2015 2:22:57 PM**
CITY CONTROLLER	DATE
Johnny Ford	**9/28/2015 10:28:45 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.

October 13, 2015

TO: **MAYOR AND CITY COUNCIL MEMBERS**

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 EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND NEIGHBORHOOD HOUSING SERVICES, INC. TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN HOUSING SUCCESSOR-OWNED PROPERTY LOCATED AT 1434 WEST COMPTON BOULEVARD**

SUMMARY

Staff respectfully requests the City Council, acting in the capacity of Housing Successor authorize the City Manager to enter into an Exclusive Negotiation Agreement ("ENA") with Neighborhood Housing Services, Inc. ("NHS") to work out the terms of a Purchase and Sale Agreement ("PSA") for disposition and development of certain Housing Successor-owned property located at 1434 West Compton Boulevard in the City of Compton.

BACKGROUND

Pursuant to 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 Community Redevelopment Agency ("Former Agency") as allowed by law, and thereby becoming the Housing Successor pursuant to the dissolution of the redevelopment agency (Dissolution Act). On April 17, 2015, the State Department of Finance ("DOF"), approved the Successor Agency's request to utilize portion of the Former Agency's housing bond proceeds to facilitate production and preservation of affordable housing programs in the community. Accordingly, the City Council approved the use of the bond proceeds to finance construction of low and moderate income housing developments in the community for Fiscal Year 2015/16.

On June 2, 2015, the City initiated a Request for Proposals ("RFP") process to solicit proposals from interested developers to acquire and develop certain Housing Successor-owned property located at 1434 West Compton Boulevard for single family townhomes. Staff published the RFP in the Daily Breeze, Long Beach Press Telegram, and the City's website. At the close of the scheduled deadline (July 15 2015), staff received a total of three (3) developer responses including: Horizon Development, NHS and WS Consultants.

The successful bidder for the site would be required to enter into an ENA with the Housing Successor to work out terms and conditions necessary to consummate the sale transaction. This report presents a summary of activities culminating in the selection of the most qualified and responsive developer to acquire and develop the subject property.

STATEMENT OF THE ISSUE

In order to ensure transparency in the selection process, the Housing Successor established an "Inter-Departmental Selection Committee" comprised of staff from the Planning Department, Public Works Department and the Successor Agency to determine the most qualified proposal for the site. The Committee placed a higher preference for a proposal that would: a) offer purchase price upfront upon close of escrow; b) provide a basis for the City to utilize the bond proceeds to ensure affordability of the proposed single family homes; c) provide a project pro-forma to justify financial feasibility; and (d) partner with the City to promote a local hiring program. Each proposal was rated and ranked on a point system (at a scale of 1-100 points) pursuant to the stipulated evaluation criteria.

The result of the Committee's evaluation is as follows: NHS (65.95); Horizon Development (40.5); WS Consultants (34.75). On the basis of the above, NHS emerged as the most qualified and responsive bidder over the other two bidders (Horizon Development and WS Consultants) to acquire and produce affordable housing at the subject site for the following reasons:

A. Neighborhood Housing Services, Inc.

The selection of NHS as the ultimate developer for the acquisition and development of subject site is based on several factors. First, NHS was the only developer that committed to provide upfront cash for the purchase of the subject property at close of escrow in the amount of $311,310.00. Second, while Horizon Development proposed a purchase price of $522,720.00 and WS Consultants offered a purchase price of $844,534.00 they could not commit to pay upfront cash for the site. Third, WS Consultant proposed rental development in contrast to the objectives outlined in the RFP. On the basis of the foregoing, the Committee selected NHS emerged as the winning bidder for the City parcel located at 1434 West Compton Boulevard.

B. Professional Experience

For the past 30 years, NHS has amassed extensive experience in affordable housing development and rehabilitation in underserved communities and neighborhoods in the field of financial education, counseling, affordable mortgage homes, construction management, full service real estate and neighborhood revitalization services. NHS has provided services in communities such as Huntington Park, Pasadena, Inglewood, Compton, Baldwin Park, San Gabriel, Bell, Lynwood,

Downey, Norwalk and their vast experience makes the company uniquely qualified and resourceful to partner with the City to affordable housing for the community.

C. Economic Benefits

The subject property is located at a major arterial thoroughfare in the City. The proposed developer's (NHS) familiarity of Compton coupled with ongoing economic ventures in the City make NHS a unique asset for the community. A major deliverable that sets NHS apart from other developers is the company's commitment to partnering with the City government in various community economic development activities. NHS is in the process of opening a Center in Compton at 1051West. Rosecrans known as "Center for Sustainable Communities" to assist families and individual with crucial and critical community needs including Business Incubator, a Financial Opportunity Center, Fitness Center Computer Training and Technology Center, Job Youth Training and Urban Gardens. The Center would provide a viable economic intervention strategy that could fill some of the void created by the disappearance of redevelopment as a mechanism to expand homeownership opportunities for the community.

FISCAL IMPACT

There is no negative fiscal impact to the City's General Fund with the approval of this resolution. The Successor Agency has funds allocated in its 2010 Tax Allocation Bond – Series A Housing Proceeds for this project to assist First Time Homebuyers.

RECOMMENDATION

Staff respectfully requests the City Council, acting in the capacity of Housing Successor to authorize the City Manager to enter into an Exclusive Negotiation Agreement to work out the terms of a Purchase and Sale Agreement with Neighborhood Housing Services, Inc. for the sale of certain Housing Successor-owned property located at 1434 West Compton Boulevard in the City of Compton.

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 EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND NEIGHBORHOOD HOUSING SERVICES, INC. TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN HOUSING SUCCESSOR-OWNED PROPERTY LOCATED AT 1434 WEST COMPTON BOULEVARD

WHEREAS, pursuant to 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 Community Redevelopment Agency ("Former Agency") as allowed by law, and thereby becoming the Housing Successor pursuant to the dissolution of the Redevelopment Agency (Dissolution Act); and

WHEREAS, on April 17, 2015, the State Department of Finance ("DOF"), approved the Successor Agency's request to utilize portion of the Former Agency's housing bond proceeds to facilitate production and preservation of affordable housing programs in the community; and

WHEREAS, the City initiated a Request for Proposal ("RFP") process to solicit proposals from interested developers to acquire and develop certain Housing Successor-owned property located at 1434 West Compton Boulevard for single family townhomes; and

WHEREAS, prospective developers who responded to the RFP included Horizon Development, Neighborhood Housing Services, Inc. ("NHS") and WS Consultants; and

WHEREAS, based upon evaluation of the submitted proposals staff has determined that NHS proposal to acquire the subject site for $311,310.00 and produce affordable housing at the subject site, is the most responsive proposal; and

WHEREAS, the Housing Successor desires to enter into an Exclusive Negotiation Agreement ("ENA") with NHS to work out mutually agreeable terms, conditions, covenants, restrictions and agreements necessary to consummate the sale transaction; and

WHEREAS, the Successor Agency through its 2010 Tax Allocation Bonds – Series A Housing Funds has committed subsidies for this project to assist First Time Homebuyers.

NOW, THEREFORE, THE CITY COUNCIL, ACTING IN THE CAPACITY OF HOUSING SUCCESSOR HEREBY RESOLVES AS FOLLOWS:

Section 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into Exclusive Negotiation Agreement with Neighborhood Housing Services, Inc. for the acquisition and development of certain Housing Successor-owned parcel located at 1434 West Compton Boulevard in the City of Compton.

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Section 2. That this Resolution is adopted pursuant to Health and Safety Code Section 34177.

Section 3. That there is no negative fiscal impact to the City's General Fund or the affecting taxing entities with the approval of this Resolution

Section 4. That the officers and staff of the City and the Housing Successor are hereby authorized and directed, jointly and severally, to execute the agreement as agreed upon by all parties and to do any and all things which they may deem necessary or advisable to effectuate this Resolution.

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

Section 6. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney and the Successor Agency.

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 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: COUNCILMEMBERS-
NOES: COUNCILMEMBERS-
ABSENT: COUNCILMEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

CITY OF COMPTON HOUSING SUCCESSOR

EXCLUSIVE NEGOTIATION AGREEMENT

(1434 West Compton Boulevard Affordable Residential Project)

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("Agreement") is dated as of _____, 2015 for reference purposes only, and is entered into by and between the Housing Successor of the City of Compton, a public body corporate and politic ("Housing Successor" or "City"), and NHS Neighborhood Redevelopment Corporation ("NHSNRC" or "Developer"), to provide a specified period of time to attempt to negotiate a disposition and development agreement. The Housing Successor and the Developer are sometimes referred to in this Agreement individually, as a 'Party' and, collectively, as the 'Parties.' This Agreement is entered into by the Parties with reference to the following recited facts (each, a 'Recital'):

RECITALS

A. The Housing Successor of the City of Compton, California ("City") is the current owner of certain real property located at 1434 West Compton Boulevard and more specifically described in the legal description attached to this Agreement as Exhibit 'A' ("Property") and incorporated into this Agreement by this reference; and

B. The Developer has proposed the acquisition and redevelopment of the Property as an affordable for-sale single-family housing development. This proposed development is generally depicted in the project concept proposal attached to this Agreement as Exhibit 'B' ("Project") and incorporated into this Agreement by this reference; and

C. The intent of both the Housing Successor and the Developer in entering into this Agreement is to establish a specific, limited period of time to negotiate regarding a future agreement between them governing the potential sale of the Property from the Housing Successor to the Developer and development of the Project on the Property, all subject to mutually agreeable terms, conditions, covenants, restrictions and agreements to be negotiated and documented a future purchase and sale agreement ("PSA").

NOW, THEREFORE, IN VIEW OF THE GOALS AND OBJECTIVES OF THE HOUSING SUCCESSOR RELATING TO THE IMPLEMENTATION OF THE PROJECT AND THE PROMISES OF THE HOUSING SUCCESSOR AND THE DEVELOPER SET FORTH IN THIS AGREEMENT, THE HOUSING SUCCESSOR AND THE DEVELOPER AGREE, AS FOLLOWS:

1. **Incorporation of Recitals.** The Recitals of fact set forth above are true and correct and are incorporated into this Agreement, in their entirety, by this reference.

2. **Deposits.** Concurrent with the Developer's execution of this Agreement, the Developer shall pay to the Housing Successor a deposit in the amount of Twenty Five Thousand Dollars ($25,000) in immediately available funds ('Initial Deposit') to ensure that the Developer will proceed diligently and in good faith to fulfill its obligations under this Agreement during the Negotiation Period (as defined in Section 3(a)), as part of the consideration for the Housing Successor's agreement not to negotiate with other persons during the Negotiation Period, and to defray certain costs of the Housing Successor in pursuing the contemplated negotiations with the Developer during the Negotiation Period, pursuant to this Agreement. The Initial Deposit shall be credited and applied by the Housing Successor to the Sales Price of the Property or, in lieu thereof, refunded or released to the Developer upon receipt by the Housing

Successor of written direction from the Developer at any time following execution of a PSA by the Parties and prior to the termination of this Agreement. Notwithstanding the foregoing, in the event that the Parties do not execute a PSA prior to the termination of this Agreement, except for the Housing Successor's breach of this Agreement or the Developers failure to perform per the Exclusive Negotiating Agreement Timeline contained in Exhibit C, the Developer shall be entitled to a return of the Deposit and any accrued interest thereon.

3. **Term of Agreement.**

(a) The rights and duties of the Housing Successor and the Developer established by this Agreement shall commence on the first date on which all of the following have occurred (the 'Effective Date'): (1) execution of this Agreement by the authorized representative(s) of the Developer and delivery of such executed Agreement to the Housing Successor, (2) payment of the Initial Deposit to the Housing Successor by the Developer, in accordance with Section 2, and (3) approval of this Agreement by the Housing Successor governing body and execution of this Agreement by the authorized representative(s) of the Housing Successor and delivery of such executed Agreement to the Developer. The Housing Successor shall deliver a fully executed counterpart original of this Agreement to the Developer, within ten (10) calendar days following the Housing Successor's approval of this Agreement, if approved, and the execution of this Agreement by the authorized representative(s) of the Housing Successor. This Agreement shall continue in effect for the period of sixty (60) consecutive calendar days immediately following the Effective Date ('Negotiation Period').

(b) This Agreement shall automatically expire and be of no further force or effect at the end of the Negotiation Period, unless, prior to that time, both the Housing Successor and the Developer approve and execute a separate PSA acceptable to both the Housing Successor and the Developer, in their respective sole and absolute discretion, in which case this Agreement will terminate on the effective date of such PSA.

4. **Obligations of Developer.** During the Negotiation Period, the Developer shall proceed diligently and in good faith to develop and present to Housing Successor staff and, subsequently, to the Housing Successor Board, for review, all of the following:

(a) A proposed complete conceptual development plan for the Project on the Property that describes and depicts: (1) the location and placement of proposed buildings and (2) the architecture and elevations of the proposed buildings;

(b) Proposed zoning change or changes to the City's General Plan, if any, necessary to accommodate the Project on the Property;

(c) A market study justifying the Developers proposed home sale price, as developed with the Project;

(d) A proposed time schedule and cost estimates for the development of the Project on the Property;

(e) A proposed financing plan identifying financing sources for all private and public improvements proposed for the Project; and

(f) A preliminary financial analysis demonstrating the costs and benefits to the City and the Housing Successor regarding all construction, maintenance and operations of all proposed public

improvements, the costs of additional or increased levels of public services and any new public revenues anticipated to be generated by the Project.

5. **Milestone Schedule.** Housing Successor and Developer acknowledge and agree that all submittals required by this Agreement shall be made pursuant to the time schedule attached hereto as Exhibit ___ may be amended administratively by Executive Director with the concurrence of Developer; provided that the timeline does not exceed the Negotiation Period.

6. **Negotiation of PSA.** During the Negotiation Period, the Housing Successor and the Developer shall negotiate diligently and in good faith to negotiate a PSA between them. The Housing Successor and the Developer shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations. Both the Housing Successor and the Developer shall exercise reasonable efforts to complete discussions relating to the terms and conditions of a PSA and such other matters, as may be mutually acceptable to both the Housing Successor and the Developer, in their respective sole discretion. The exact terms and conditions of a PSA, if any, shall be determined during the course of these negotiations. Nothing in this Agreement shall be interpreted or construed to be a representation or agreement by either the Housing Successor or the Developer that a mutually acceptable PSA will be produced from negotiations under this Agreement. Nothing in this Agreement shall impose any obligation on either Party to agree to a definitive PSA in the future. Nothing in this Agreement shall be interpreted or construed to be a guaranty, warranty or representation that any proposed PSA that may be negotiated by Housing Successor staff and the Developer will be approved by the Housing Successor governing body. The Developer acknowledges and agrees that the Housing Successor consideration of any PSA is subject to the sole and absolute discretion of the Housing Successor governing body and all legally required public hearings, public meetings, notices, factual findings and other determinations required by law.

7. **Restrictions Against Change in Ownership, Management and Control of Developer and Assignment of Agreement.**

(a) The qualifications and identity of the Developer and its principals are of particular concern to the Housing Successor. It is because of these qualifications and identity that the Housing Successor has entered into this Agreement with the Developer. During the Negotiation Period, no voluntary or involuntary successor-in-interest of the Developer shall acquire any rights or powers under this Agreement, except as provided in Section 1(c).

(b) The Developer shall promptly notify the Housing Successor in writing of any and all changes whatsoever in the identity of the business entities or individuals either comprising or in control (as defined in Section 6(d)) of the Developer, as well as any and all changes in the interest or the degree of control of the Developer by any such person, of which information the Developer or any of its shareholders, partners, members, directors, managers or officers are notified or may otherwise have knowledge or information. Upon the occurrence of any significant or material change, whether voluntary or involuntary, in ownership, management or control of the Developer (other than such changes occasioned by the death or incapacity of any individual) that has not been approved by the Housing Successor , prior to the time of such change, the Housing Successor may terminate this Agreement, without liability to the Developer or any other person, by sending written notice of termination to the Developer, referencing this Section 1(b).

(c) The Developer may assign its rights under this Agreement to an Affiliate (as defined in Section 6(d)), on the condition that such Affiliate expressly assumes all of the obligations of the Developer under this Agreement in a writing reasonably satisfactory to the Housing Successor, and

further provided that NHSNRC, shall, at all times, Control any such Affiliate and be responsible and obligated directly to the Housing Successor for performance of the Developer's obligations under this Agreement.

(d) For the purposes of this Agreement, the term 'Affiliate' means any person, directly or indirectly, controlling or controlled by or under common control with the Developer, whether by direct or indirect ownership of equity interests, by contract, or otherwise. For the purposes of this agreement, 'Control' means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether by ownership of equity interests, by contract, or otherwise.

8. **Developer Obligations to Review Draft Agreements and Attend Meetings.**

(a) During the Negotiation Period, the Developer shall diligently review and comment on drafts of a NHSNRC prepared by the Housing Successor's legal counsel and, if the terms and conditions of such a PSA are agreed upon between Housing Successor staff and the Developer, submit the PSA fully executed by the authorized representative(s) of the Developer to the Housing Successor Executive Director for submission to the Housing Successor governing body for review and approval or disapproval. Any future PSA shall consist of terms and conditions acceptable to both the Developer and the Housing Successor governing body, in their respective sole and absolute discretion.

(b) During the Negotiation Period, the Developer shall also keep the Housing Successor governing body and staff advised on the progress of the Developer in performing its obligations under this Agreement, on a regular basis or as requested by Housing Successor staff, including, without limitation, having one or more of the Developer's employees or consultants who are knowledgeable regarding this Agreement, the design and planning of the Project and the progress of negotiation of a PSA, such that such person(s) can meaningfully respond to Housing Successor questions regarding the progress of the design and planning of the Project or the negotiation of a PSA attend both: (1) weekly meetings or conference calls with Housing Successor staff, as reasonably scheduled by Housing Successor staff during the Negotiation Period (each, a 'Weekly Meeting'), and (2) meetings of the Housing Successor governing body, when reasonably requested to do so by Housing Successor staff.

9. **Developer to Pay All Costs and Expenses.** All fees or expenses of engineers, architects, financial consultants, legal, planning or other consultants or contractors, retained by the Developer for any study, analysis, evaluation, report, schedule, estimate, environmental review, planning and/or design activities, drawings, specifications or other activity or matter relating to the Property or the Project or negotiation of a PSA that may be undertaken by the Developer during the Negotiation Period, pursuant to or in reliance upon this Agreement or in the Developer's discretion, regarding any matter relating to a PSA, the Property or the Project, shall be the sole responsibility of and undertaken at the sole cost and expense of the Developer and no such activity or matter shall be deemed to be undertaken for the benefit of, at the expense of or in reliance upon the Housing Successor. The Developer shall also pay all fees, charges and costs, make all deposits and provide all bonds or other security associated with the submission to and processing by the City and/or the Housing Successor of any and all applications and other documents and information to be submitted to the City and/or the Housing Successor by the Developer pursuant to this Agreement or otherwise associated with the Project. The Housing Successor shall not be obligated to pay or reimburse any expenses, fees, charges or costs incurred by the Developer in pursuit of any study, analysis, evaluation, report, schedule, estimate, environmental review, planning and/or design activities, drawings, specifications or other activity or matter relating to the Property or the Project or negotiation of a PSA that may be undertaken by the Developer during the Negotiation Period, whether or not this Agreement is, eventually, terminated or extended or a PSA is entered into between the Housing Successor and the Developer, in the future.

10. **Housing Successor Not To Negotiate With Others.**

(a) During the Negotiation Period, the Housing Successor shall not negotiate with any other person regarding the sale or redevelopment of the Property. The term 'negotiate,' as used in this Agreement, means and refers to engaging in any discussions with a person other than the Developer, regardless of how initiated, with respect to that person's redevelopment of the Property to the total or partial exclusion of the Developer from redeveloping the Property, without the Developer's written consent, subject to the provisions of Section 0 and further provided that the Housing Successor may receive and retain unsolicited offers regarding redevelopment of the Property, but shall not negotiate with the proponent of any such offer during the Negotiation Period; provided, however, that the Housing Successor may discuss the fact that the Housing Successor is a party to this Agreement.

(b) Implementation of this Project development shall be and remain in the sole and exclusive purview and discretion of the Housing Successor. Nothing in this Agreement shall limit, prevent, restrict or inhibit the Housing Successor from providing any information in its possession or control that would customarily be furnished to persons requesting information from the Housing Successor concerning the Housing Successor's activities, goals, matters of a similar nature relating to implementation of the project as required by law to be disclosed, upon request or otherwise.

11. **Acknowledgments and Reservations.**

(a) The Housing Successor and the Developer agree that, if this Agreement expires or is terminated for any reason, or a future PSA is not approved and executed by both the Housing Successor and the Developer, for any reason, neither the Housing Successor nor the Developer shall be under any obligation, nor have any liability to each other or any other person regarding the sale or other disposition of the Property or the redevelopment of the Property.

(b) The Developer acknowledges and agrees that no provision of this Agreement shall be deemed to be an offer by the Housing Successor, nor an acceptance by the Housing Successor of any offer or proposal from the Developer for the Housing Successor to convey any estate or interest in the Property to the Developer or for the Housing Successor to provide any financial or other assistance to the Developer for redevelopment of the Project or the Property.

(c) The Developer acknowledges and agrees that the Developer has not acquired, nor will acquire, by virtue of the terms of this Agreement, any legal or equitable interest in real or personal property from the Housing Successor.

(d) Certain development standards and design controls for the Project may be established between the Developer and the Housing Successor, but it is understood and agreed between the Housing Successor and the Developer that the Project and the redevelopment of the Property must conform to all Housing Successor, City and other applicable governmental development, land use and architectural regulations and standards. Drawings, plans and specifications for the Project shall be subject to the approval of the Housing Successor and the City, through the standard development application process in the community. Nothing in this Agreement shall be considered approval of any plans or specifications for the Project or of the Project itself by the City.

(e) The Housing Successor reserves the right to reasonably obtain further information, data and commitments to ascertain the ability and capacity of the Developer to lease develop and operate the Property and/or the Project. The Developer acknowledges that it may be requested to make certain financial disclosures to the Housing Successor, its staff, legal counsel or other consultants,

as part of the financial due diligence investigations of the Housing Successor relating to the potential sale of the Property and redevelopment of the Project on the Property by the Developer and that any such disclosures may become public records. The Housing Successor shall maintain the confidentiality of financial information of the Developer to the extent allowed by law, as determined by the City Attorney.

(f) The Housing Successor shall not be deemed to be a Party to any agreement for the acquisition of, lease of or disposition of real or personal property, the provision of financial assistance to the Developer or development of the Project on the Property or elsewhere, until the terms and conditions of a complete future PSA are considered and approved by both the City Council and the Housing Successor governing body, in their respective sole and absolute discretion, following the conclusion of one or more duly noticed public hearings, as required by law. The Developer expressly acknowledges and agrees that the Housing Successor will not be bound by any statement, promise or representation made by Housing Successor staff or representatives during the course of negotiations of a future PSA and that the Housing Successor shall only be legally bound upon the approval of a complete PSA by both the City Council and the Housing Successor Board, in their respective sole and absolute discretion, following one or more duly noticed public hearings, as required by law.

12. **Nondiscrimination.** The Developer shall not discriminate against nor segregate any person, or group of persons on account of race, color, creed, religion, sex, marital status, handicap, national origin or ancestry in undertaking its obligations under this Agreement.

13. **Limitation on Damages and Remedies.**

(a) THE DEVELOPER AND THE HOUSING SUCCESSOR ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY THE DEVELOPER UPON THE BREACH OF THIS AGREEMENT BY THE HOUSING SUCCESSOR. HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL DAMAGES THE DEVELOPER WOULD SUFFER UPON THE BREACH OF THIS AGREEMENT BY THE HOUSING SUCCESSOR, THE DEVELOPER AND THE HOUSING SUCCESSOR AGREE THAT A REASONABLE ESTIMATE OF THE DEVELOPER'S DAMAGES IN SUCH EVENT IS FIFTY THOUSAND DOLLARS ($50,000) (THE 'LIQUIDATED DAMAGES AMOUNT'). THEREFORE, UPON THE BREACH OF THIS AGREEMENT BY THE HOUSING SUCCESSOR, THE HOUSING SUCCESSOR SHALL PAY THE LIQUIDATED DAMAGES AMOUNT TO THE DEVELOPER AND THIS AGREEMENT SHALL TERMINATE. RECEIPT OF THE LIQUIDATED DAMAGES AMOUNT SHALL BE THE DEVELOPER'S SOLE AND EXCLUSIVE REMEDY ARISING FROM ANY BREACH OF THIS AGREEMENT BY THE HOUSING SUCCESSOR.

_____	_____
Initials of Authorized Representative of Housing Successor	Initials of Authorized Representative of Developer

(b) THE HOUSING SUCCESSOR AND THE DEVELOPER EACH ACKNOWLEDGE AND AGREE THAT THE HOUSING SUCCESSOR WOULD NOT HAVE ENTERED INTO THIS AGREEMENT, IF IT WERE TO BE LIABLE TO THE DEVELOPER FOR ANY MONETARY DAMAGES, MONETARY RECOVERY OR ANY REMEDY OTHER THAN TERMINATION OF THIS AGREEMENT AND PAYMENT OF THE LIQUIDATED DAMAGES AMOUNT. ACCORDINGLY, THE HOUSING SUCCESSOR AND THE DEVELOPER AGREE THAT

THE DEVELOPER'S SOLE AND EXCLUSIVE RIGHT AND REMEDY UPON THE BREACH OF THIS AGREEMENT BY THE HOUSING SUCCESSOR IS TO TERMINATE THIS AGREEMENT AND RECEIVE THE LIQUIDATED DAMAGES AMOUNT.

(c) THE DEVELOPER ACKNOWLEDGES THAT IT IS AWARE OF THE MEANING AND LEGAL EFFECT OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(d) CALIFORNIA CIVIL CODE SECTION 1542 NOTWITHSTANDING, IT IS THE INTENTION OF THE DEVELOPER TO BE BOUND BY THE LIMITATION ON DAMAGES, RECOVERY AND REMEDIES SET FORTH IN THIS SECTION 0, AND THE DEVELOPER HEREBY RELEASES ANY AND ALL CLAIMS AGAINST THE HOUSING SUCCESSOR FOR MONETARY DAMAGES, MONETARY RECOVERY OR OTHER LEGAL OR EQUITABLE RELIEF RELATED TO ANY BREACH OF THIS AGREEMENT, EXCEPT RECEIPT OF THE LIQUIDATED DAMAGES AMOUNT, WHETHER OR NOT ANY SUCH RELEASED CLAIMS WERE KNOWN OR UNKNOWN TO THE DEVELOPER AS OF THE EFFECTIVE DATE OF THIS AGREEMENT. THE DEVELOPER SPECIFICALLY WAIVES THE BENEFITS OF CALIFORNIA CIVIL CODE SECTION 1542 AND ALL OTHER STATUTES AND JUDICIAL DECISIONS (WHETHER STATE OR FEDERAL) OF SIMILAR EFFECT WITH REGARD TO THE LIMITATIONS ON DAMAGES AND REMEDIES AND WAIVERS OF ANY SUCH DAMAGES AND REMEDIES CONTAINED IN THIS SECTION 0.

_____	_____
Initials of Authorized Representative of Housing Successor	Initials of Authorized Representative of Developer

14. **Default.**

(a) Failure or delay by either Party to perform any material term or provision of this Agreement shall constitute a default under this Agreement. If the Party who is claimed to be in default by the other Party cures, corrects or remedies the alleged default within fifteen (15) calendar days after receipt of written notice specifying such default, such Party shall not be in default under this Agreement. The notice and cure period provided in the immediately preceding sentence shall not, under any circumstances, extend the Negotiation Period. If there are less than fifteen (15) days remaining in the Negotiation Period, the cure period allowed pursuant to this Section 0 shall be automatically reduced to the number of days remaining in the Negotiation Period.

(b) The Party claiming that a default has occurred shall give written notice of default to the Party claimed to be in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default. However, the injured Party shall have no right to exercise any remedy for a default under this Agreement, without first delivering written notice of the default.

(c) Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

(d) If a default of either Party remains uncured for more than fifteen (15) calendar days following receipt of written notice of such default, a 'breach' of this Agreement by the defaulting Party shall be deemed to have occurred. In the event of a breach of this Agreement, the sole and exclusive remedy of the Party who is not in default shall be to terminate this Agreement by serving written notice of termination on the Party in breach and, in the case of a breach by the Housing Successor, the Developer shall also be entitled to receive the Liquidated Damages Amount.

15. **Compliance with Law.** The Developer acknowledges that any future PSA, if approved by the governing body of the Housing Successor , will require the Developer (among other things) to carry out the development of the Project in conformity with all applicable laws, including all applicable building, planning and zoning laws, environmental laws, safety laws and federal and state labor and wage laws.

16. **Press Releases.** The Developer agrees to obtain the approval of the Housing Successor Executive Director or his or her designee or successor in function of any press releases Developer may propose relating to the lease or redevelopment of the Property or negotiation of a PSA with the Housing Successor, prior to publication.

17. **Notice.** All notices required under this Agreement shall be presented in person, by nationally recognized overnight delivery service or by facsimile and confirmed by first class certified or registered United States Mail, with return receipt requested, to the address and/or fax number for the Party set forth in this Section 0. Notice shall be deemed confirmed by United States Mail effective the third (3rd) business day after deposit with the United States Postal Service. Notice by personal service or nationally recognized overnight delivery service shall be effective upon delivery. Either Party may change its address for receipt of notices by notifying the other Party in writing. Delivery of notices to courtesy copy recipients shall not be required for valid notice to a Party.

TO DEVELOPER:	NHS Neighborhood Redevelopment Corporation (NHSNRC) 3926 Wilshire Blvd, Suite 200 Los Angeles, CA 90010 Attention: Lori Gay Phone: (213) 381-2862
TO HOUSING SUCCESSOR:	City of Compton, Successor Agency 205 South Willowbrook Avenue Compton, CA 90220 Attention: Kofi Sefa-Boakye, Manager Phone: (310) 605-5511

18. **Warranty against Payment of Consideration for Agreement.** The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section 0, shall not include persons to

whom fees are paid for professional services, if rendered by attorneys, financial consultants, accountants, engineers, architects and other consultants, when such fees are considered necessary by the Developer.

19. **Acceptance of Agreement by Developer.** The Developer shall acknowledge its acceptance of this Agreement by delivering to the Housing Successor three (3) original counterpart executed copies of this Agreement signed by the authorized representative(s) of the Developer.

20. **Counterpart Originals.** This Agreement may be executed by the Housing Successor and the Developer in multiple counterpart originals, all of which together shall constitute a single agreement.

21. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to benefit any person or entity other than the Housing Successor or the Developer.

22. **Governing Law.** The Housing Successor and the Developer acknowledge and agree that this Agreement was negotiated, entered into and is to be fully performed in the City of Compton, California. The Housing Successor and the Developer agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, without application of such laws' conflicts of laws principles.

23. **Waivers.** No waiver of any breach of any term or condition contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach of such term or condition, or of any other term or condition contained in this Agreement. No extension of the time for performance of any obligation or act, no waiver of any term or condition of this Agreement, or any modification of this Agreement shall be enforceable against the Housing Successor or the Developer, unless made in writing and executed by both the Housing Successor and the Developer.

24. **Construction.** Headings at the beginning of each section and sub-section of this Agreement are solely for the convenience of reference of the Housing Successor and the Developer and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one or the other of the Housing Successor or the Developer, but rather as if both the Housing Successor and the Developer prepared this Agreement. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to this Agreement and incorporated into this Agreement by this reference. If the date on which the Housing Successor or the Developer is required to take any action pursuant to the terms of this Agreement is not a business day of the Housing Successor, the action shall be taken on the next succeeding business day of the Housing Successor.

25. **Attorneys' Fees.** If either Party hereto files any action or brings any action or proceeding against the other arising out of this Agreement, then the prevailing Party shall be entitled to recover as an element of its costs of suit, and not as damages, its reasonable attorneys' fees as fixed by the court, in such action or proceeding or in a separate action or proceeding brought to recover such attorneys' fees. For the purposes hereof the words 'reasonable attorneys' fees' mean and include, in the case of Housing Successor, salaries and expenses of the lawyers employed by Housing Successor (allocated on an hourly basis) who may provide legal services to Housing Successor in connection with the representation of the Housing Successor in any such matter.

[Signatures on following page]

IN WITNESS WHEREOF, the Housing Successor and the Developer have executed this Negotiation Agreement on the dates indicated next to each of the signatures of their authorized representatives, as appear below.

DEVELOPER:

Dated:_____ By:_____

HOUSING SUCCESSOR:

Dated:_____

By:_____
Johnny Ford
City Manager

ATTEST:

By:_____
Alita Goodwin
Executive Secretary

APPROVED AS TO FORM:

By:_____
Craig Cornwell
City Attorney

EXHIBIT ‘A’
TO
NEGOTIATION AGREEMENT

Property Legal Description

EXHIBIT ‘B’
TO
NEGOTIATION AGREEMENT

Project Description

EXHIBIT ‘C’
TO
NEGOTIATION AGREEMENT

Timeline

#19.

EXHIBIT 'C'
Exclusive Negotiating Agreement Timeline

MILESTONE	DESCRIPTION
Within __ Days of Effective Date (_____, 2015) of ENA	
Initial Pro Forma	Submit initial pro forma for the proposed development.
Project Development Schedule	Submit projected construction schedule for the proposed development.
Due Diligence	Provide written determination of property's physical suitability for development, taking into account relevant regulatory and environmental conditions.
Full Project Submittal	Submit site plans and elevations. Submit all relevant applications and fees.
Within __ Days of Effective Date of ENA	
Plan Review	Staff reviews plans for compliance with applicable codes and regulations; letter prepared by Housing Successor staff summarizing staff comments is sent to developer.
Within __ Days of Effective Date of ENA	
Revised Site Plans and	Submit revised site plans and elevations
2nd Plan Review	Staff reviews plans for compliance with applicable codes and regulations; letter prepared by Project Manager summarizing staff comments is sent to developer.
Revised Proforma and Development Schedule	Submit refined proforma and development schedule based on revised site plans and elevations.
Development Partners and Structure	Submit letter identifying investment partners.
Funding Partners and Structure	Submit letter identifying lenders and proof of ability to obtain financing.
Within __ Days of Effective Date of ENA	
Draft PSA	Complete negotiations and draft Disposition and Development Agreement.
Final Revisions	Finalize revisions to development proposal and all relevant materials
Within __ Days of Effective Date of ENA	
Housing Successor / City Council Hearing	Present development proposal and DDA to Housing Successor for final review and approval.

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 EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND NEIGHBORHOOD HOUSING SERVICES, INC. TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN HOUSING SUCCESSOR-OWNED PROPERTY LOCATED AT 1434 WEST COMPTON BOULEVARD**

Kofi Sefa-Boakye	**9/22/2015 4:44:15 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**10/5/2015 8:52:36 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**9/30/2015 2:28:15 PM**
CITY CONTROLLER	DATE
Johnny Ford	**9/29/2015 8:05:52 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.

WARRANTS APPROVED BY COUNCIL

Warrant #	Date	Name	Services Provided	Amount	Amount Paid Year to Date
230018	9/30/15	Gateway Cities Council of Governments	Payment for annual membership dues for FY 2015-16	$27,000.00	$72,000.00

Requested by The City Manager's Office

I hereby certify that the above demand in the amount of **$27,000.00** was approved at a regular meeting of the City Council and reject _____ as of October 13, 2015.

_____ Council Member

_____ Council Member

_____ City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on October 13, 2015 allowed the above demand.

_____
Alita Godwin
City Clerk

GATEWAY CITIES
COUNCIL OF GOVERNMENTS

Bill to:
Mr. Johnny Ford, City Manager
City of Compton
205 South Willowbrook Avenue
Compton, CA 90020

June 26, 2015

PAID
CK NO. 23001
DATE 7/30/15

INVOICE

Paid By	AN
V#	00324238
P.O. #	500658
A/C #	1001 · 51-8000-4219
A/C #	(F)

Annual Membership Dues for
Fiscal Year 2015-2016 *$27,000.00*

Total Due	***$27,000.00***

NOTE:
If you use AB 2766 funds for a portion of your dues please specify the amount used for our records Thank you

Please remit to:
Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723

Ford
OK to Pay

Thank you in advance for your prompt payment!