

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, October 20, 2015 3:30 PM

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. OCTOBER 6, 2015

REPORTS OF OFFICERS AND COMMISSIONS

CITY CONTROLLER

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MACIAS GINI & O'CONNELL LLP FOR THE PROVISION OF AUDIT SERVICES FOR THE FISCAL YEARS ENDING JUNE 30, 2014 AND JUNE 30, 2015 (\$648,879)

CITY TREASURER

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING ANY AND ALL PRIOR RESOLUTIONS CONCERNING AUTHORIZED SIGNATURES ON CERTAIN ACCOUNTS AND AUTHORIZING CERTAIN PERSONS AS AUTHORIZED SIGNATORIES ON THE SAME ACCOUNTS

END CONSENT AGENDA

REGULAR AGENDA

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

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

APPOINTMENT(S) AND OR REAPPOINTMENT(S) TO:
Employment and Training Advisory Council
Planning Commission

CITY MANAGER'S REPORT

5. A REQUEST TO SCHEDULE A PUBLIC HEARING TO AMEND THE CAPITAL IMPROVEMENT PLAN AND TO REALLOCATE CAPITAL FUNDING FOR PROJECTS FINANCED THROUGH THE REFINANCING OF LEASE REVENUE BONDS (**November 10, 2015 at 6:00 p.m.**)
6. A REQUEST TO AUTHORIZE THE CITY MANAGER TO DISTRIBUTE AN IMPARTIAL MAILER REGARDING THE COMPTON UNIFIED SCHOOL DISTRICT MEASURE S ON THE ACTIVITIES, OPERATIONS OR POLICIES ON THE CITY OF COMPTON WHICH HAS BEEN PLACED ON THE NOVEMBER 3, 2015 CITYWIDE BALLOT (**Minute Motion Action**)

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

7. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VII OF THE COMPTON MUNICIPAL CODE BY AMENDING SECTION 7-12.28 IN ITS ENTIRETY RELATING TO THE REGULATION OF LOUD PARTIES AND ADDING SECTION 7-12.29 RELATING TO SECOND AND SUBSEQUENT RESPONSE FEES (Second Reading)

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF SERVICES AND SUPPLIES FOR THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT (\$229,367.77)
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LABOR READY SOUTHWEST, INC FOR TEMPORARY STAFFING SERVICES AND ISSUE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$80,000
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CONSTRUCTION CONTRACT WITH COPP CONTRACTING, INC. TO EXTEND THE CONTRACT TERM AND INCREASE THE CONTRACT COST FOR THE STREET REHABILITATION PROJECT CDBG #13-02 (\$410,728.64)

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, October 27, 2015 @ 5:45 PM.

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

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

OCTOBER 6, 2015

The City Council meeting was called to order at 3:53 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, Arceneaux, Sharif, Brown**

Council Members Absent: **Galvan**

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

3:45 P.M. - PUBLIC HEARING - TO ADOPT A RESOLUTION INCREASING THE BUILDING AND SAFETY DEPARTMENT PERMIT AND INSPECTION FEES (POSTPONED) (ITEM #7)

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. **RECOGNITION** - Expungement Clinic - Crossroads United Methodist Church (Mayor Aja Brown) (Reagendad)
2. **PRESENTATION:** Lee Wax - Retirement And Service to AFSCME - (Mayor Aja Brown)
The Mayor and City Council presented Mr. Wax with a plaque for his years of service to the Compton City Employees through AFSCME.
3. **PRESENTATION** - For the Love of Our Veterans Stand Down - (Dr. Lestean Johnson, Chamber of Commerce) Dr. Johnson presented the Mayor and City Council, City Attorney Cornwell, City Clerk Alita Godwin and City Treasurer for the contributions to the Veterans Stand Down.

INTRODUCTION OF SPECIAL GUESTS - Representative for Congresswoman Janice Hahn - District Director Laura Mindy. Ms. Mindy gave a brief update on transportation.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Gilda Bluford, Compton resident, commended Mayor Brown for meeting with her to discuss her ideas and concerns for restoring the Compton community. She also recognized City Manager Ford and City Attorney Cornwell for speaking during the 156th Street Block Club meeting. She commented on the success of the Homeless Veterans Stand-down and maintained that she was overwhelmed with appreciation and adoration for the former members of the United States military. Lastly, she volunteered her time towards any efforts to house, feed, and service homeless veterans.

Autra Wynn, Compton resident, thanked the City Manager and City Attorney for coming out and talking to the 156th Block Club commissioners and citizens. She stated that during the meeting, they discussed the proposed increase in inspection fees for residential homeowners. She stated that after some thought, she decided that she would be willing to support the increase if it will substantially benefit the City and help it move forward. Lastly, she asked that the community recognize her friend and Compton resident Kim Delay-Manning for her work in getting out the vote.

Patricia Simpson, Compton resident, requested documentation from the City of Compton stating that they will not be selling the VFW Post 5394 property. She mentioned her request for information regarding the proceeds received from the State of the City Address; and asked that the City Council address whether or not the City received \$250,000 to help the City host the Homeless Veterans Stand-down. She accused the City Clerk of taking ownership of the City's copyrights for its logo and that her family is profiting from it. She contended that this is unethical and that the Clerk should have consulted with the City Attorney prior to taking these actions. Finally, Ms. Simpson asked that Mayor Brown and City Attorney Cornwell answer her phone calls so that she does not have to voice her concerns at the podium.

#1.

Willie McReynolds, Compton resident, stated that as a life-time member of the VFW Post 5394 he hopes the property will not be sold. He went on to ask that council allocate parking for people that attend City Council meetings.

Joe Pieaza, Compton resident and lifetime member of VFW Post 5394, petitioned the City Council to preserve the VFW Post 5394 facility as it represents a meeting place for those that have faithfully served in the United States military.

Kim Delay-Manning, Compton resident, requested clarification concerning a letter she received announcing an open forum for candidates running for the Compton Unified School District Board of Trustees. She stated that the rules and regulations for conducting said forum indicates that the moderator should be someone who is well-respected in the community and viewed by the public as politically neutral. She further questioned the legalities of this if both parties hosting the event are in the political field.

Councilperson Zurita informed Ms. Delay-Manning that she was asked by a women's organization to host the candidates' forum and that she would cancel it if her intentions appear disingenuous. Ms. Zurita went on to suggest that all candidates participate in the "Candidates' Forum" scheduled to be held Saturday, October 10, 2015 at 2 p.m. in the Council Chambers hosted by the Compton Chamber of Commerce.

City Attorney Cornwell stated that the issue here is the use of a City facility, equipment, and funds and the difference between campaign activity and educational and informational activity. Specifically, Mr. Cornwell stated that the City cannot participate or use any funds or facilities for campaign activity to promote a particular side or candidate - every candidate should be invited. Mr. Cornwell also noted that he saw no issues with what Councilperson Zurita raised to him regarding her desire to host a candidates' forum at Gonzales Park.

Mayor Brown requested an item be placed on the agenda for council to consider distribution of a public information mailer or postcard to property owners informing them of the proposed school bond that could potentially increase property taxes in November 2015.

City Manager Ford stated that he would work with the City Attorney to display the bond information on Channel 36, the City's website, and any other information outlets.

David Irons, Compton resident, stated that he dislikes the idea of African American elected officials going to prison. He affirmed that they should be able to go to the City Attorney to ensure that they are making decisions within the law. He went on to state that the former mayor received stipends and he attended the meetings 62% of the time. He advised the members of the City Council to obtain legal advice from the City Attorney prior to meeting with or making decisions that could potentially land them in prison.

Benjamin Holifield, Compton resident, stated that over the weekend he had the opportunity to attend two very successful events, a forum at the Gateway Towne Center and the Smart & Final Extra grand opening. He indicated that he was pleased with the layout of the Smart & Final Extra store, its mobile units, and billboards. He thanked the city power structure for speaking at the forum but asked that those words turn into action that can financially benefit the City of Compton. He stated that as the President of the Compton Business Chamber of Commerce, he only thinks about ways the City can make a profit through sales and transportation outlets; and maintained that the only way the City is going to make a profit is through purposeful actions by this City Council to formulate agreements.

Val Dudley, Compton resident, petitioned the City Council to do something about the airplanes at Compton Airport not taking off or landing correctly. She also stated that she knows a gentleman willing to repair the roof at the VFW Post 5394 however she is concerned that the money will not be appropriated in the correct manner.

Marjorie Shipp, Compton resident, thanked City Manager Ford, City Clerk Godwin, and staff for preparing 600 North Alameda for the Homeless Veterans Stand-down held over the weekend. She stated that she enjoyed looking into the faces of the children and veterans as they received clothing. She also complimented former councilperson Barbara Calhoun for starting

this event twelve years ago and everyone else responsible for continuing this worthwhile event in the City of Compton.

Irene Birazza, Civilian Commander of Advent Post 33, petitioned the City Council to preserve and upgrade the VFW Post 5394 facility as it represents pride and honor for the men and women of valor. She also stated that her organization promises to merge and collaborate with the Compton VFW Post to work on a plan of renovation.

Marie Hollis, Compton resident, stated that the Concerned Citizens of Compton are standing in unity to see the VFW Post 5394 remain open for the veteran community. Ms. Hollis affirmed that the citizens have repeatedly been lied to and that they will no longer continue to be taken advantage of. Lastly, she thanked Dr. Lestean Johnson, City Clerk Alita Godwin, Councilperson Arceneaux and the team of volunteers for ensuring the success of the Homeless Veterans Stand-down.

Will Scott, Compton resident, stated that he was pleased to see someone with a professional-looking camera taking pictures of the honorees earlier in the meeting. He went on to state that it appears, by the questions asked, that the councilmembers are not versed in what the agenda entails. He inferred that it would be nice for the City to create a course that teaches newly elected officials how to research agenda items so that they make informed decisions.

Mayor Brown assured Mr. Scott that the council participates in countless meetings during the week in preparation of the council meeting; and that questions are asked from the dais on behalf of the community at large.

Councilperson Sharif stated that she served on the school board for 14 years; which prepared her to sit on this City Council.

Mr. Herbert, Compton resident, petitioned the City Council to intercede on the public's behalf by asking Metro to open up public restroom facilities at the Transit Center for the elderly and disabled.

Joyce Kelly, Compton resident, apologized to the veterans and anyone else involved in the Homeless Veterans Stand-down for not participating this year. She went on to state that just the idea of the City considering demolishing the VFW Post 5394 for a school, proves that the members of this City Council are liars. She also stated that Mr. Scott and everyone else has a right to speak their mind in accordance with the Ralph M. Brown Act and Constitution of the United States of America. She asked if there is a bus going to Victorville on Thursday to take elected officials to Steak N Shake in hopes of bringing a restaurant to the City of Compton. She suggested that those funds be used to fix the City's streets and questioned where the money is going that was previously paid in commission stipends.

Lynn Boone, Compton resident, asked that the City Council conduct their research on the proposed warrants because it has no description. She went on to state that Resolution No. 23,759 gives the City Manager the authority to approve items up to \$25,000 however it does not state that he can pay for anything not-related to vendor fees and bills incurred. Ms. Boone went on to state that many of the residents in attendance are there because they realize that the power of the City is vested in the councilmembers and not in the mayor; and that they are here to demand that council members start listening to them and vote accordingly. She alleged that VFW Post 5394 and 600 Alameda are in the loop to be sold; and that a resolution is being prepared to state the opposite.

Mayor Brown confirmed that an item would be brought before the City Council next week regarding the entire block with no plans to dislodge or remove VFW Post 5394.

Mayor Brown confirmed that Steak N Shake chartered a bus to allow city leaders to experience the restaurant which is coming to the Gateway Towne Center for the second phase in 2016.

Councilperson Zurita stated that she was not aware of the Steak N Shake bus trip and asked that the information be forwarded to her via email. Ms. Zurita also requested the status of the lease agreement for 600 North Alameda previously approved by the City Council.

#1.

City Manager Ford stated that staff is working with Mid-Cities to acquire the space at 600 North Alameda.

Councilperson Sharif asked the City Manager if the item to be brought back regarding the entire block of Alameda will impact the City's lease agreement with Mid-Cities.

City Manager Ford stated that part of what will be brought back next week pertains to the "soft costs" for site renovation.

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

4. SEPTEMBER 15, 2015 (Approved)

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

5. CLAIM AGAINST THE CITY OF COMPTON
Gloria Lafolette - Claim No. I08830/LI0000550A (Claim denied)

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER’S REPORT

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

Bryan Batiste, Fire Chief, introduced the City of Compton's Emergency Preparedness Plan & Training Schedule via Stacy Barnes the emergency management coordinator.

CITY EMPLOYEE ECC TRAINING

Department Heads, Deputies, Assigned Supervisors
(October & November)

3rd Annual Emergency Preparedness & Fire Safety Fair
TBD (October)

City Disaster Exercise
November 19, 2015 (Tentatively scheduled)

CERT Training
(November 7th, 14th, 21st)

Solar Workshop
TBD (Early December)

Sandbag Training
TBD (Early December)

PROGRAMS OFFERED

Community Emergency Response Team (CERT) & Advanced CERT (ACERT) programs

Sustainable Energy Workshops

Gardening Workshops

Emergency preparedness planning workshops

Emergency Preparedness Seminars & Information Booths at Local Events

ALERT Compton

<http://www.comptoncity.org/depts/fire/preparedness/alert.asp>

ALERT LA

<http://www.lacounty.gov/emergency/alert-la/>

The Great California Shake Out

Thursday, October 15, 2015 at 10:15 a.m.

TOOLS TO USE WHEN INVOLVED IN AN EMERGENCY

Emergency Apps for Cell Phones (Search FEMA, Red Cross Emergency)

Facebook Safety Check

Additional Online Resources

LA County Emergency Survival Program - www.espfocus.org

Federal Emergency Management Agency (FEMA) Preparedness Program - www.ready.gov

www.facebook.com/ComptonOEM

<https://twitter.com/ComptonOEM>

Councilperson Sharif requested the information needed for block clubs to obtain or prepare earthquake preparedness kits. Ms. Barns stated that she is available to speak to the block clubs and create an emergency plan for that particular area in the community.

Mayor Brown instructed the City Manager to create a nixel system so that city officials can contact residents with information concerning disaster awareness and preparedness.

7. A REQUEST TO POSTPONE THE PUBLIC HEARING TO ADOPT A RESOLUTION INCREASING THE BUILDING AND SAFETY DEPARTMENT PERMIT AND INSPECTION FEES

On motion by Zurita, seconded by Arceneaux, a request to postpone the public hearing to adopt a resolution increasing the building and safety department permit and inspection fees was granted, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

CITY ATTORNEY’S REPORTS

8. ORAL REPORT - Court Reporter Hiring

City Attorney Cornwell stated that typically court reporters are not hired primarily because:

- Court reporter fees are expensive: The cost to hire a court reporter is \$400 for half-day and \$800-\$1200 for full-day and per page costs for the transcript are \$6 a page.
- Civil court cases pertain to someone or an organization attempting to get taxpayer funds from them. It is not a transparency issue, the judge is in charge of the courtroom and all proceedings are made public.
- Decisions to hire a court reporter are made on a case by case basis.

9. ORAL REPORT - Claims Quarterly Report Summary

City Attorney Cornwell explained the process of filing a claim against the City of Compton.

1) Complete a claim application with the City Controller's Office.

The City receives on average 75 to 100 claims per year and paid out approximately 14 claims per year.

- Consolidated efforts in recovering monies when the City has property to a vehicle, sidewalk, and fire hydrants.
- In the last three months, the City has brought in more money (\$53,000) than it has paid out (\$30,000).
- The City received claims in the amount of \$60,000.

CLOSED SESSION

10. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
City of Compton v. Francisco Cervera, LASC No. TC 028016
Pursuant to California Government Code Section 54956.9(a)

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

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

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

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING CHAPTER VII OF THE COMPTON MUNICIPAL CODE BY
AMENDING SECTION 7-12.28 IN ITS ENTIRETY RELATING TO THE
REGULATION OF LOUD PARTIES AND ADDING SECTION 7-12.29 RELATING
TO SECOND AND SUBSEQUENT RESPONSE FEES (First Reading)

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

AYES: Council Members - Zurita, Galvan, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Arceneaux

On motion by Zurita, seconded by Sharif, "**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VII OF THE COMPTON MUNICIPAL CODE BY AMENDING SECTION 7-12.28 IN ITS ENTIRETY RELATING TO THE REGULATION OF LOUD PARTIES AND ADDING SECTION 7-12.29 RELATING TO SECOND AND SUBSEQUENT RESPONSE FEES (First Reading)**" was placed on first reading by title only, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Arceneaux

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH LIFE ASSIST, INC. FOR EMERGENCY MEDICAL PHARMACEUTICALS, SUPPLIES AND EQUIPMENT FOR THE COMPTON FIRE DEPARTMENT (\$95,000)

Councilperson Zurita requested an audit re-counting how the fire department orders and keeps account of their narcotics and other controlled substances. Ms. Zurita also asked how the City purchases, administers and stores controlled substances without a physician onboard.

Bryan Batiste, Fire Chief, stated that although Dr. Shepard was lost as an oversight physician, he still performs some oversight of the paramedic program when prescription medications are ordered.

Councilperson Zurita inquired about liability concerns for the City.

Dr. Shepard stated that there is a procedure in place for the first acquisition and distribution of controlled substances, there is also an accountability that takes place and as far as the transition and use of, he has been monitoring that process.

Councilperson Zurita asked the City Manager and City Attorney if the City has a written agreement with Dr. Shepard stating that he is allowing the fire department to utilize his license to order controlled substances.

Dr. Shepard explained that there was a contract entered into when he first began with the City in 2002, which is still in place.

Councilperson Zurita reiterated her request for an audit of the narcotics that have been purchased and discarded in the last three years.

Dr. Shepard stated that he would be happy to offer that presentation further presented the City Council with the original professional services agreement dated December 16, 2003.

On motion by Zurita, seconded by Sharif, **Resolution # 24,233** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH LIFE ASSIST, INC. FOR EMERGENCY MEDICAL PHARMACEUTICALS, SUPPLIES AND EQUIPMENT FOR THE COMPTON FIRE DEPARTMENT (\$95,000)**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

#1.

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE CITY MANAGER TO INCREASE THE DEFERRED EQUITY LOAN LIMITS PROVIDED TO QUALIFIED APPLICANTS UNDER THE RESIDENTIAL REHABILITATION LOAN PROGRAM

Councilperson Arceneaux asked that staff announce the new deferred equity loan limits.

Kofi Sefa'boayke, Director of the Successor Agency, explained that the deferred equity loan limits will be increased from \$25,000 to \$45,000 to be forgiven after thirty (30) years.

On motion by Sharif, seconded by Galvan, **Resolution # 24,234** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE CITY MANAGER TO INCREASE THE DEFERRED EQUITY LOAN LIMITS PROVIDED TO QUALIFIED APPLICANTS UNDER THE RESIDENTIAL REHABILITATION LOAN PROGRAM**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

14. 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)**
15. 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)**
16. 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 CONTRACT WITH AND ISSUE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$7,867,000 TO SULLY-MILLER CONTRACTING COMPANY FOR REPLACING 5.6 MILES OF WATERLINES AS PART OF THE WATER BOND IMPROVEMENT PROJECT (CIP JOB #170W) (\$8,653,700)

On motion by Zurita, seconded by Sharif, **Resolution # 24,235** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2015-2016 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$7,867,000 TO SULLY-MILLER CONTRACTING COMPANY FOR REPLACING 5.6 MILES OF WATERLINES AS PART OF THE WATER BOND IMPROVEMENT PROJECT (CIP JOB #170W) (\$8,653,700)**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

Chad Blais, Director of Public Works, offered a PowerPoint presentation on the City of Compton's 25-mile waterline replacement project.

Overview Project 170W

5.6 miles of pipeline (8" to 12") to be replaced
Includes new hydrants and services
Completed in 3 Phases
Bid amount of \$7,867,000
Projected completion December 2016

Local Hiring Project

Mandatory 30% of non-technical workforce must be local hires
Contractor has committed to 6 hires
CareerLink gather pool of candidates
Contractor will sponsor the cost for training and to join the labor union
City will monitor payroll records to verify compliance during the project

*Specific Project Areas and Phases I, II, III can be viewed in the Water Department.

Councilperson Sharif asked that the department and Careerlink regularly check with the construction management company to make certain local residents are working on the waterline project through its completion.

City Manager Ford also stated that this project will be followed up with the City's street rehabilitation project.

APPROVAL OF WARRANTS

17. Warrant #229785 - 9/21/15 - Mark Sutton - Draw 3 Contractor's Payment Request - \$9,774.00 - Requested by: Grants Division

It was motioned by Galvan, seconded by Zurita, for discussion.

Councilperson Arceneaux asked that this item be brought back with more information as to the type of services provided to the City of Compton.

Councilperson Zurita requested a legal opinion in writing as to the dollar amount requested by the vendor per the City Manager's signing authority.

Councilperson Galvan withdrew his motion.

Councilperson Zurita withdrew her motion.

COUNCIL COMMENTS

Councilperson Zurita offered the following communication/announcements:

- "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.
- 8-week Lifeguard Certification Program will begin Saturday, October 10, 2015 from 10 a.m. to 2 p.m. at Gonzales Park. Participants will receive lifeguard certification certificates which will allow them to work as lifeguards during next year's summer season. For more information please call Parks & Recreation at (310) 605-5688.
- Requested television monitors in the Council Chambers so that she can see what is being aired live.
- Requested an audit and location on all park equipment and amenities purchased last year.

Meeting adjournment

Ethel Waites

#1.

Councilperson Galvan offered the following communication/announcements:

- Asked the City Manager to investigate the motorcycle bar located 1904 Rosecrans after receiving several complaints from nearby residents.
 - **City Manager Ford** stated that he would work with Sheriffs' Department to authorize frequent visits to the property.
- Inquired about the design phase of the street rehabilitation project.
 - City Manager Ford stated that street designs for Central Avenue will be going out to bid this month. Additionally, Mr. Ford indicated that he would be presenting an update on street projects within the next thirty days.
- “Halloween Party” will be held Friday, October 30, 2015 from 11 a.m. to 2 p.m. in the Dollarhide Community Center.
- Made comments in regards to the \$350M bond proposed by Compton Unified School District Board of Trustees.

Councilperson Arceneaux offered the following communication/announcements:

- Third District Community meeting will be held Thursday October 8, 2015 from 6 p.m. to 7 p.m.
- Addressed the negative comments she received regarding her statements concerning the City’s crime statistics.

Meeting adjournments

Mrs. Blais
Albert Brown

Councilperson Sharif offered the following communication/announcements:

- Commented on the success of the Homeless Veterans Stand-down event.
- Asked the City Manager to bring back a report detailing the status of vacant city-owned building so that the City can provide shelter for homeless veterans.
- Attended the Our Lady of Victory Carnival.
- Excited about the opening of the new Smart & Final Extra! Store in the 4th District.
- Requested the re-establishment of the Farmer’s Market.

Meeting adjournment

Esther Battie
Bobby Joe Davis

On motion by Zurita, seconded by Sharif, the meeting was extended past the four-hour mark, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Galvan

Mayor Brown offered the following communication/announcements:

- Recognized Meka Executive Director Compton Business Network for her spirited greeting on behalf of the business chamber; and Faith Inspirational Church for hosting their 3rd Annual Health & Wellness Fair.

- Attended a workshop with the U.S. Department of Justice for the Violence Reduction Network Summit.
- Requested the establishment of a Steering Committee on behalf of information received from the Violence Reduction Network.
- Announced her request for Violence Reduction Network workshop in the City of Compton.
- “Compton’s Got Talent Community Unity Talent Show” will be held Saturday, November 21, 2015.
- Asked that the City of Compton Christmas Parade & Toy Giveaway events be combined to reduce costs for law enforcement.
- Announced that October is National Domestic Violence month.
- Requested an inventory of local non-profits operating in city-owned facilities.

MEETING RECESSED TO CLOSED SESSION

On motion by Zurita, seconded by Arceneaux, the meeting recessed to closed session at 8:27 p.m., by the following vote on roll call:

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

On motion by Zurita, seconded by Sharif, the meeting was reconvened at 9:48 p.m., by the following vote on roll call:

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

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported out that council met in closed session regarding conference with legal counsel - existing litigation - City of Compton v. Francisco Cervera, LASC No. TC 028016. The City Council unanimously voted to reject the settlement offer pursuant to California Government Code Section 54956.9(a). Regarding Public Employment Title: City Manager pursuant to California Government Code Section 54957. No reportable action was taken.

ADJOURNMENT

The City Council meeting was adjourned at 9:49 p.m. in memory of **Ethel Waits, Albert Brown, Mrs. Blais, Bobby Joe Davis and Esther Battie** for lack of a quorum.

City Clerk of the City of Compton

Mayor of the City of Compton

October 20, 2015

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY CONTROLLER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MACIAS GINI & O'CONNELL LLP FOR THE PROVISION OF AUDIT SERVICES FOR THE FISCAL YEARS ENDING JUNE 30, 2014 AND JUNE 30, 2015 (\$648,879)

SUMMARY

This resolution is to authorize the City Manager to enter into contract with Macias Gini & O'Connell, LLP ("MGO"), a qualified Certified Public Accounting ("CPA") firm, for the provision of City-wide professional audit services for the Fiscal Years ending June 30, 2014 and June 30, 2015.

BACKGROUND

Section 1419 of the City Charter of the City of Compton provides for employment of a qualified Accountant, who at such time or times as may be specified by the City Council shall examine the books, records, inventories and reports of all officers and employees who receive, handle or disburse public funds and of such other officers, employees and departments as the City Council may direct. The annual audit is also required to satisfy Federal legislations, State regulations, grants requirements, bonds covenants and other applicable regulations.

The City engaged the CPA firm of MGO to perform the City-wide audit for the Fiscal Years 2011/2012 and 2012/2013. MGO was recommended by Los Angeles County. MGO has extensive experience in the audit of local governments. Their firm has performed audit for several local governments and government agencies including Los Angeles County, City of San Diego, Los Angeles World Airport (LAX), County of Orange, County of Ventura, and City of Inglewood.

SATEMENT OF ISSUE

MGO successfully completed the Fiscal Years 2011/2012 and 2012/2013 audit of the City and expressed a clean opinion on the financial statements of the City for the two fiscal years. The City desires to engage MGO to perform the audit for the two Fiscal Years of 2013/2014 and 2014/2015. It is in the best interest of the City to engage MGO to perform the audit of the two Fiscal Years of 2013/2014 and 2014/2015 because of the need for the City to catch up and become current with the mandatory yearly audit. The City is behind with its yearly audit because the former independent auditors (Mayer Hoffmann McCann P.C.) abruptly resigned in 2012 following the allegation of fraud, waste and abuse. The City spent two years to resolve the allegation and is on course to become current with the mandatory yearly audit. MGO has been instrumental in helping to catch-up with the yearly audit. The approval and performance of the 2013/2014 and 2014/2015 audits will enable the City to finally become current with the mandatory audit.

MGO – Audit services

Page 2 of 3

Staff did not perform competitive bidding but decided to re-engage the current Independent Auditors (MGO) because of the experience of MGO on the City's operations and financial systems. The Independent Auditors will build on their existing knowledge of the City's operations and control procedures to reduce the time spent on the audit. MGO spent 14 months to complete the 2011/2012 City-wide audit but spent 8 months on the 2012/2013 audit. The auditors indicated that the 2013/2014 audit will take about 5 months to complete. The 2014/2015 fiscal year audit may take even lesser amount of time to complete. As a result, the auditors have reduced the fees proposed for the audit.

MGO provided proposed audit fees of \$324,439.50 for Fiscal Year 2013/2014 and \$324,439.50 for Fiscal Year 2014/2015 (a total of \$648,879 for the two fiscal years). The amount of \$324,439.50 for Fiscal Year 2013/2014 represents a significant savings of \$155,560.50 when the proposed fee of \$324,439.50 is compared to the amount (\$480,000) charged by the Auditors for the 2012/2013 fiscal year audit.

The audit involves the following aspects:

- City-wide financial statements for the fiscal years ended June 30, 2013 and June 30, 2014
- Financial and compliance audits in accordance with OMB Circular A-133 (Single Audit) required by HUD and other Granting Agencies
- Audit of Water utility revenues, expenses, bond compliance and capital projects
- Audit of the Rubbish operations and Rubbish bond compliance
- Audit of the City's Air Quality Improvement Trust Fund
- Audit of the City's Street maintenance expenditures and capital projects
- Audit of the Sewer revenues, expenditures and Sewer bond compliance
- Audit of the Compton Housing Authority's financial data schedule, and

ALTERNATIVE

An annual satisfactorily-completed audit is unavoidable and has to be performed to enable the City comply with various Federal/State legislations, grants requirements, bonds covenants and applicable regulations.

FINANCIAL IMPACT

Funds to pay for the audit services are available in the fiscal year 2015/2016 budget as follows:

Account Number	Reason for the use of fund	Fee
1001-650-000-4262	Audit of General City Departmental Expenditures	\$ 218,104
1001-650-000-4266	Audit of General City Departmental Revenue Collections and Cash Operations	90,000
5000-900-000-4294	Audit of Water Utility Revenues, Expenses, Bonds Compliance and Capital Projects	100,000
5100-850-000-4294	Audit of Rubbish Revenues, Expenses, and Bonds Compliance	15,775
2820-790-000-4249	Audit of Local Housing Payments and HUD Reporting	40,500
2502-720-000-4269	Audit of Street Maintenance Expenditures and Capital Projects	90,000
2625-560-000-4294	Audit of Air Quality Management Fund Payments and Reporting	27,000
5116-720-000-4269	Audit of Sewer Operations, Sewer Bond Compliance and Reporting	67,500
	Total	\$ 648,879

MGO – Audit services
Page 3 of 3

RECOMMENDATION

Staff recommends the adoption of the attached resolution.

STEPHEN AJOBIEWE
CITY CONTROLLER

APPROVED FOR FORWARDING:

ROGER HALEY
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT
WITH MACIAS GINI & O'CONNELL LLP FOR THE PROVISION OF
AUDIT SERVICES FOR THE FISCAL YEARS ENDING JUNE 30, 2014
AND JUNE 30, 2015 (\$648,879)**

WHEREAS, Section 1419 of the City Charter of the City of Compton provides for employment of a qualified Accountant, who at such time or times as may be specified by the City Council shall examine the books, records, inventories and reports of all officers and employees who receive, handle or disburse public funds and of such other officers, employees and departments as the City Council may direct; and

WHEREAS, the annual audit is also required to satisfy Federal legislations, State regulations, grants requirements, bonds covenants and other applicable regulations; and

WHEREAS, the City engaged the CPA firm of Macias Gini & O'Connell (MGO) LLP to perform the said audit for the Fiscal Years 2011/2012 and 2012/2013; and

WHEREAS, MGO successfully completed the Fiscal Years 2011/2012 and 2012/2013 audits, expressing a clean opinion on the financial statements of the City for the Fiscal Years ending June 30, 2012 and June 30, 2013; and

WHEREAS, it is in the best interest of the City to engage MGO to perform the audit of the two Fiscal Years of 2013/2014 and 2014/2015 because of the need for the City to catch up and become current with the mandatory yearly audit. The City is behind with its yearly audit because the former independent auditors (Mayer Hoffmann McCann P.C.) abruptly resigned in 2012 following the allegation of fraud, waste and abuse. The City spent two years to resolve the allegation and is on course to become current with the mandatory yearly audit. MGO has been instrumental in helping to catch-up with the yearly audit. The approval and performance of the 2013/2014 and 2014/2015 audits will enable the City to finally become current with the mandatory audit; and

WHEREAS, MGO provided the City with the fee proposal of \$648,879 for the audit regarding the two Fiscal Years of 2013/2014 and 2014/2015. This amount of \$648,879 represents \$324,439.50 for Fiscal Year 2013/2014 and \$324,439.50 for Fiscal Year 2014/2015; and

WHEREAS, funds for this expenditure are available in the 2015-2016 Fiscal Year budget.

Resolution No. _____**Page 2**

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a contract with the Certified Public Accounting firm of Macias Gini & O'Connell LLP for the provision of professional auditing services for a total fee not to exceed \$648,879 (Six hundred and Forty Eight Thousand, Eight Hundred and Seventy Nine Dollars) for Fiscal Years 2013/2014 and 2014/2015.

Section 2. That funds amounting to \$648,879 are available in the Fiscal Year 2015/2016 budget as indicated below. If the audit extends beyond the 2015/2016 Fiscal Year, then funds will be incorporated in the Fiscal Year 2016/2017 budget in appropriate accounts to pay for the audit service.

Account Number	Reason for the use of fund	Amount
1001-650-000-4262	Audit of General City Departmental Expenditures	\$ 218,104
1001-650-000-4266	Audit of General City Departmental Revenue Collections and Cash Operations	90,000
5000-900-000-4294	Audit of Water Utility Revenues, Expenses, Bonds Compliance and Capital Projects	100,000
5100-850-000-4294	Audit of Rubbish Revenues, Expenses, and Bonds Compliance	15,775
2820-790-000-4249	Audit of Local Housing Payments and HUD Reporting	40,500
2502-720-000-4269	Audit of Street Maintenance Expenditures and Capital Projects	90,000
2625-560-000-4294	Audit of Air Quality Management Fund Payments and Reporting	27,000
5116-720-000-4269	Audit of Sewer Operations, Sewer Bond Compliance and Reporting	67,500
Total		\$ 648,879

Section 3. That a duly certified copy of the Resolution shall be filed with the City Clerk, City Attorney, City Controller and the City Manager.

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

Resolution No. _____
Page 3

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-

CITY CLERK OF THE CITY OF COMPTON

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
MACIAS GINI & O'CONNELL LLC**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **MACIAS GINI O'CONNELL LLC**, a California Certified Accounting firm (hereinafter referred to as "**CONSULTANT**"), located at 777 South Figueroa Street, Suite 2500, Los Angeles, California 90017.

RECITALS:

WHEREAS, Section 1419 of the Compton City Charter provides for the employment of a qualified accountant at the beginning of each fiscal year who shall examine the books, records, inventories and reports of all offices and employees who receive, handle or disburse public funds and of such other offices, employment and departments as the City Council may direct; and

WHEREAS, the City needs to employ the services of a qualified and experienced Certified Public Accountant firm to provide and prepare the City's Annual Audit Reports, Comprehensive Annual Financial Report (CAFR) and the City's Reports for Fiscal Years ending 2014 and 2015; and

WHEREAS, Consultant (Macias Gini & O'Connell LLC) represents that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, by Resolution No. _____, adopted on the ___ of _____ 2015, the City Council authorized the City Manager to accept the proposal of the Consultant and enter into a contract to provide the necessary services; and

WHEREAS, Consultant warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this 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 rendering the following professional auditing services:

1. Basic Financial Statements – audit of the City's basic financial statements for the fiscal year ending June 30, 2014 and for the Fiscal Year ended June 30, 2015, to include audit of the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information. Audit shall be performed in accordance with auditing standards generally accepted in the U.S.A.; standards for financial audits contained in Governmental Auditing Standards
2. Financial and compliance audits in accordance with provisions of U.S. Office of Management and Budget (OMB) Circular A-133 (Single Audit for 2 major programs) and related compliance supplements
3. Audit of the City's Air Quality Improvement Trust Fund Financial Statements
4. Audit of the City's 1993 Bond Compliance

as such services are described in the attached “**Proposal (Engagement Letter)**” to provide services to the City presented by the Consultant in the letter dated September 21, 2015, and incorporated hereby.

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 subconsultant 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 providing any services under this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein on Notification to Proceed from the City and continue in a diligent and professional manner until the services to be rendered are complete.

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 a fee-for-services basis as specified within Consultant's "**Proposal**" dated September 21, 2015 and incorporated herein. 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 **City Controller** 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 **Six Hundred Forty Eight Thousand Eight Hundred Seventy Nine Dollars (\$648,879.00)**. This total compensation amount is prorated as follows: completion of the services for fiscal year ending 2014 is \$324,439.50 and completion of services for fiscal year ending 2015 is \$324,439.50.

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 coverage's 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 insured's except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

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

11.2 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.

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

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

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

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

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

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. In the event the Consultant encounters any conflict between such laws and ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

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

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

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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.

Jim Godsey, Partner

(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:

**Macias Gini O'Connell LLC
777 South Figueroa Street, Suite 2500
Los Angeles, California 90017
Attn: Jim Godsey, Partner
(213) 408-8700
(213) – fax**

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Controller
(310) 605-
(310) – 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.

MACIAS GINI & O'CONNELL LLC
CONSULTANT

Dated: _____

By _____
Jim Godsey, Partner

CITY OF COMPTON
Recommended for Approval:

By _____
Stephen Ajobiewe, City Controller
City Controller's Office

Dated: _____

#2.

Professional Services Agreement – Macias Gini & O'Connell LLC
City-wide Financial Auditing Services (FYs 2014 & 2015)
City Controller/Resolution No. _____

Approved by:

Dated: _____

By _____
Johnny Ford, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk



Sacramento

Walnut Creek

Century City

Newport Beach

San Diego

September 21, 2015

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

Dear Mr. Ford:

We are pleased to confirm our understanding of the services we are to provide the City of Compton (City) for the years ended June 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2014.

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information when considered in relation to the financial statements as a whole. The objective also includes reporting on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*.

In addition to our audit of the basic financial statements of the City, we will also perform the following:

- a) Financial and compliance audits in accordance with OMB Circular A-133 (Single Audit for 2 major programs)
- b) Audit of the City's Air Quality Improvement Trust Fund
- c) Audit of the 1993 Bond Compliance

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will discuss the reasons with management in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

#2.

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the City in the performance of our services. Any discussions that you have with personnel of our Firm regarding employment could pose a threat to our independence. **Therefore, you agree to inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.**

Our fees for the services are estimated not to exceed \$353,934 for fiscal year 2014 and \$648,879 for fiscal years 2014 and 2015* and will be based on the actual hours incurred at the following hourly rates:

<u>Professional Staff Level</u>	<u>Rates</u>
Engagement Partner	\$390
Professional Standards Partner	390
Engagement Manager	265
Audit Seniors	140
Experienced Associates and Staff	120
Administrative Assistants	100

*Included in the fiscal year 2015 fees is the implementation of Governmental Accounting Standards Board Statement No. 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27* and the new Office Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in Title 2 CFR, Subtitle A, Chapter II, Part 200 for \$39,940.

The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If circumstances require a further change in the scope of the audit, we will bring it to your attention and wait your approval to proceed.

The work proposed as part of the engagement will be upon your acceptance of our proposal.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Jim Godsey, *Partner*
Macias Gini & O'Connell, LLP

RESPONSE:

This letter correctly sets forth the understanding of the City of Compton.

By: _____

Title: _____

Date: _____

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Controller

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MACIAS GINI & O'CONNELL LLP FOR THE PROVISION OF AUDIT SERVICES FOR THE FISCAL YEARS ENDING JUNE 30, 2014 AND JUNE 30, 2015 (\$648,879)

Stephen Ajobiewe
DEPARTMENT MANAGER'S SIGNATURE

9/17/2015 3:20:23 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

10/12/2015 6:17:19 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

10/8/2015 1:05:09 PM
DATE

Kelly Montgomery
CITY MANAGER

10/7/2015 8:11:36 PM
DATE

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

October 20, 2015

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: HONORABLE CITY TREASURER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING ANY AND ALL PRIOR RESOLUTIONS CONCERNING AUTHORIZED SIGNATURES ON CERTAIN ACCOUNTS AND AUTHORIZING CERTAIN PERSONS AS AUTHORIZED SIGNATORIES ON THE SAME ACCOUNTS

SUMMARY:

On July 28, 2015 the City Council passed Resolution 24,212 authorizing the creation of a dedicated bank account for proceeds from CSCDA. The resolution also updates the list of authorized signatories to sign checks and warrants on behalf of the City of Compton.

BACKGROUND:

The City Council passed Resolution 24,212 on July 28, 2015 where it approved the assignment of delinquent tax receivables to the California Statewide Communities Development Authority for prior fiscal years. The resolution provides for the creation of a dedicated bank account to retain 50% of the proceeds received from the CSCDA. In addition the City Council has a list of personnel from the City Treasurer's Office and the City Controller's Office that are authorized to sign checks. As the need arises it is necessary to change that list to reflect the addition and removal of individuals from that list. In this case one staff member is being added as an authorized signer for the Controller's Office. The revised list must be authorized by resolution.

ALTERNATIVE

There is no alternative.

FISCAL IMPACT

There is no fiscal impact resulting from this resolution.

RECOMMENDATION

Staff requests that the City Council adopt the attached resolution.

**DOUGLAS SANDERS
CITY TREASURER**

APPROVED FOR FORWARDING:

**ROGER HALEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING ANY AND ALL PRIOR RESOLUTION CONCERNING AUTHORIZED SIGNATURES ON CERTAIN ACCOUNTY AND AUTHORIZING CERTAIN PERSONS AS AUTHORIZED SIGNATORIES ON THE SAME ACCOUNT

WHEREAS, on July 28, 2015 the City Council of the City of Compton passed Resolution 24,212 approving the assignment of delinquent tax receivables to the California Statewide Communities Development Authority (CSCDA) for prior fiscal years; and

WHEREAS, Section 2, subsection (f) of Resolution 24,212 authorizes the creation of a dedicated bank account to retain 50% of proceeds received from the California Statewide Communities Development Authority (CSCDA); and

WHEREAS, it is necessary to authorize certain City employees to sign checks; and

WHEREAS, the list of persons must be updated from time to time.

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

Section 1. The following named persons are authorized to sign on the accounts listed in Section 2 of this resolution:

GROUP I (Department of the Treasurer):

- A. Douglas Sanders, City Treasurer
or
- B. Claudia Mijares, Chief Deputy Treasurer
or
- C. Salvador Galvan, Deputy Treasurer
or
- D. Ralph Salgado, Deputy Treasurer

and

GROUP II (Department of the Controller):

- E. Segun Ajobiewe, City Controller
or
- F. Regina Tercero, Deputy City Controller
or
- G. Barbara Rumbaoa, Accountant II
or
- H. Jamille Benabe, Accountant I
or
- I. Jocelyn Logan, Accountant I

RESOLUTION NO _____
PAGE 2

Each check must have two (2) signatures and must be a combination of one (1) signature of each group.

GROUP I: Authorized signers A, B, C and D

GROUP II: Authorized signers E, F, G, H and I

Section 2. That the persons in Section 1 of this resolution are authorized to sign on the following accounts:

- A. City of Compton - General City
- B. City of Compton - Payroll Account
- C. City of Compton - Careerlink
- D. City of Compton - Community Development Block Grant
- E. City of Compton - Workers Compensation
- F. City of Compton - Liability Account
- G. City of Compton - Emergency Medical Service
- H. City of Compton - Police Drug/Property Forfeiture
- I. City of Compton - COPS Grant Weed and Seed
- J. City of Compton - Prop C
- K. City of Compton - Home Program
- L. City of Compton - Sewer Bond Proceeds
- M. City of Compton - Regional Park
- N. City of Compton - Section 108 HUD Fund
- O. City of Compton - Compton Creek Master Plan
- P. City of Compton - Change Fund
- Q. City of Compton - Parking Violations
- R. City of Compton - Residential Rehabilitation
- S. City of Compton - Utilities Billing
- T. City of Compton - Demonstration Rental
- U. City of Compton - Formal Insurance
- V. City of Compton - Neighborhood Improvement
- W. City of Compton - Measure R Fund
- X. City of Compton - Prop A
- Y. City of Compton - Local Housing Authority ADMIN FEES
- Z. City of Compton - Local Housing Authority PORT-IN
- AA. City of Compton - Housing Authority
- BB. City of Compton - Public Finance Authority
- CC. City of Compton - Family Self Sufficiency
- DD. City of Compton - Air Quality Improvement Trust
- EE. City of Compton - PERS Account
- FF. City of Compton - CSCDA Delinquent Tax

Section 3. That any and all prior resolutions naming authorized signers on the accounts listed in Section 2 are hereby rescinded and declared null and void.

Section 4. That the City Clerk shall certify sufficient copies for the City Treasurer to transmit certified copies to each and every appropriate depository.

Section 5. That a copy of this resolution shall be filed in the offices of the City Manager, City Controller, City Treasurer and the City Clerk.

Section 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

RESOLUTION NO _____
PAGE 3

ADOPTED this _____ day of _____, 2015.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita L. Godwin, City Clerk of the City of Compton hereby certify that the foregoing resolution was adopted by City Council of the City of Compton, signed by the Mayor and attested by the 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-

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Treasurer

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING ANY AND ALL PRIOR RESOLUTIONS CONCERNING AUTHORIZED SIGNATURES ON CERTAIN ACCOUNTS AND AUTHORIZING CERTAIN PERSONS AS AUTHORIZED SIGNATORIES ON THE SAME ACCOUNTS

Douglas Sanders
DEPARTMENT MANAGER’S SIGNATURE

10/7/2015 3:31:04 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

10/15/2015 2:32:51 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

10/15/2015 10:26:25 AM
DATE

Johnny Ford
CITY MANAGER

10/10/2015 5:22:03 PM
DATE

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

October 20, 2015

TO: MAYOR AND CITY COUNCIL

FROM: ALITA GODWIN, CITY CLERK

**SUBJECT: BOARDS AND COMMISSIONS APPOINTMENT(S)/
REAPPOINTMENT(S)**

The Employment and Training Advisory Council has three (3) vacancies.

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

Elizabeth Atkinson
Juanita Wright-Green

It is staff's recommendation that appointments and or reappointments be made to the above commissions.

Alita Godwin, CMC
City Clerk

October 20, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER'S OFFICE

**SUBJECT: A REQUEST FOR A PUBLIC HEARING TO AMEND THE
CAPITAL IMPROVEMENT PLAN AND TO REALLOCATE
CAPITAL FUNDING FOR PROJECTS FINANCED THROUGH
THE REFINANCING OF LEASE REVENUE BONDS**

SUMMARY:

Pursuant to Government Code Section 6586.5, a public hearing is required to solicit comments from the public regarding recommended changes to the projects which may be financed with the funds from lease revenue bonds.

BACKGROUND:

On September 11, 2007, the City Council approved a resolution directing Staff to move forward with a plan to provide for the issuance of lease revenue bonds to refinance the outstanding 1997 Certificates and finance the costs of acquisition and improvement of various City facilities. On March 11, 2008, the City Council and the Public Finance Authority passed two companion resolutions authorizing the refinancing of the 1997 Certificates and the issuance of not more than \$55,000,000 of Lease Revenue Bonds for the financing of certain capital projects, including improvements related to the transit center.

On November 8, 2011, after a public hearing, the City Council amended the capital improvement plan to reallocate capital funding for projects financed through the refinancing of the lease revenue bonds in Resolution No. 23,422. Currently, there is approximately \$5,573,000.00 of money to reallocation.

STATEMENT OF THE ISSUE:

Staff is now requesting that City Council hold a public hearing to redistribute a portion of the unused funds including but not limited to the following available money:

This project will include the development of plans for the facility along with parking and landscape for the new Compton Performing Entertainment Facility. This will be the first phase of development for the planning part of the project. We are estimating that the first phase cost to be around \$1.5 Million. This will included the cost of hiring a Project

#5.

Manager to oversee the full project along with hiring architecture to develop the plans for the facility, parking, and landscape building plans.

RECOMMENDATION:

Staff requests that the Compton City Council set a public hearing for the review of capital improvement projects and amend to Trust agreement to include the Compton Performing Arts Entertainment Facility.

That the City Council set a public hearing for November 10, 2015 at 6:00 p.m. to consider the capital improvement plan amendment.

Roger Haley
City Manager

October 20, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A REQUEST TO AUTHORIZE THE CITY MANAGER TO
DISTRIBUTE AN IMPARTIAL MAILER REGARDING THE
COMPTON UNIFIED SCHOOL DISTRICT MEASURE S ON THE
ACTIVITIES, OPERATIONS OR POLICIES ON THE CITY OF
COMPTON WHICH HAS BEEN 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.

BACKGROUN

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 20, 2015

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY'S OFFICE

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VII OF THE COMPTON MUNICIPAL CODE BY AMENDING SECTION 7-12.28 IN ITS ENTIRETY RELATING TO THE REGULATION OF LOUD PARTIES AND ADDING SECTION 7-12.29 RELATING TO SECOND AND SUBSEQUENT RESPONSE FEES

SUMMARY

The City Council will consider adopting an ordinance amending Chapter VII of the Compton Municipal Code by amending Section 7-12.28 in its entirety relating to the regulation of loud or unruly parties or gatherings and add Section 7-12.29 to address recovery of law enforcement services costs for subsequent responses to the same locations for additional violations.

BACKGROUND

Occasionally loud or unruly parties or gatherings, particularly held at night may cause a disturbance of the peace, health, safety or general welfare of the community. The local law enforcement agency, in the interest of preserving public peace, is often called upon to respond to these loud parties or gatherings which result in the use of law enforcement services above and beyond those customarily rendered to the public at large by the local law enforcement agency.

STATEMENT OF ISSUE:

The City's local law enforcement agency has received a number of service calls for loud parties or gatherings being held in residential neighborhoods and other areas of the City, which oftentimes may result in multiple requests for law enforcement services to response multiple times to the same location. These service calls reduce the availability of law enforcement services elsewhere in the City and pose a financial strain to the City's law enforcement resources.

It is in the best interests of the City and the public safety, as well as fairness to its citizens, that the City require the responsible person or persons who cause, permit or hosts loud or unruly parties or gatherings which result in the utilization or requirement of law enforcement services above and beyond those customarily rendered by the local law enforcement agency to reimburse the cost to the City of such services.

#7.

Staff Report - Ordinance Amending Chapter VII of the CMC
By Amending Section 7-12.28 (Loud Noises and Parties)
And Adding Section 7-12.29 (Subsequent Response Fees)
October 20, 2015, page 2

Amending Section 7-12.28 of the Compton Municipal Code relating to the regulation of loud or unruly parties or gatherings will assist law enforcement in effectively protecting the public peace, health, safety and general welfare of the community, as well as increase the efficient use of local law enforcement services, while Section 7-12.29 will provide for recovery of the costs to the general public fund caused by the use of law enforcement services above and beyond those customarily rendered due to multiple responses to the same location for the same or similar types of complaints of loud or unruly parties or gatherings.

FISCAL IMPACT

Exact fiscal impact unknown at this time, however, it is anticipated that the City may be able to recover law enforcement services costs from the responsible person or persons who host a loud or unruly party or gathering which results in law enforcement personnel having to respond to the location to address subsequent violations.

RECOMMENDATION

Staff recommends that the City Council adopt the attached proposed Ordinance.

CRAIG J. CORNWELL
CITY ATTORNEY

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING CHAPTER VII OF THE COMPTON MUNICIPAL CODE BY
AMENDING SECTION 7-12.28 IN ITS ENTIRETY RELATING TO THE
REGULATION OF LOUD PARTIES AND ADDING SECTION 7-12.29
RELATING TO SECOND AND SUBSEQUENT RESPONSE FEES**

WHEREAS, the City Council of the City of Compton finds that loud or unruly parties or gatherings may, on occasion, cause a disturbance of the peace, health, safety or general welfare of the community; and

WHEREAS, the City's authorized local law enforcement agency, in the interest of preserving public peace, is often called upon to respond to these loud or unruly parties or gatherings which result in the use of law enforcement services above and beyond those customarily rendered to the public at large by local law enforcement; and

WHEREAS, the City's local law enforcement agency has received a number of service calls for loud or unruly parties or gatherings being held in residential neighborhoods and other areas of the City, particularly at night, which result in multiple requests for law enforcement services at the same locations; and

WHEREAS, these multiple services calls often reduce the availability of law enforcement services elsewhere in the City and pose a financial strain to the City's law enforcement resources; and

WHEREAS, it is in the best interests of the City and the public safety, as well as fairness to its citizens, that the City require the responsible person or persons who cause or permit the emission or transmission of loud or unruly parties or gatherings which result in the utilization or requirement of law enforcement services above and beyond those customarily rendered by the local law enforcement agency to reimburse the cost to the City of such services; and

WHEREAS, the City Council desires to amend Section 7-12 of the Compton Municipal Code to provide legislation that will regulate loud or unruly parties or gatherings to effectively protect the public peace, health, safety and general welfare of the community and to recover the costs to the public caused by the use of law enforcement services above and beyond those customarily rendered.

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

Section 1. That Section 7-12.28 (Loud Party Second Response Fee) of Chapter VII of the Compton Municipal Code is hereby amended in its entirety to read as follows:

7-12.28 Loud Or Unruly Parties/Gathering Prohibited.

a. **Definitions.** Unless the context or subject matter otherwise requires, terms defined herein shall have the following meaning when used in this section:

“*Loud noise*” means any sound or any recording thereof when amplified or increased by any electrical, mechanical, or other device to such volume, intensity or carrying power as to unreasonably interfere with or disturb the peace and quiet of other persons of normal sensitiveness within the area.

“Loud or unruly parties or gatherings” means a gathering of two or more people on private property which is determined by law enforcement personnel at the scene to constitute a violation of the Compton Municipal Code or California Penal Code or is otherwise disruptive to the public peace, health, safety or welfare due to the loud noise, the magnitude of the crowd, the disturbances or unruly behavior of those attending the party or gathering, illegally parked vehicles blocking other traffic or fire access or destruction of property.

“Responsible person” means the person or persons who own, lease, reside or is in charge of the premises where the loud or unruly gathering or party takes place; or the person or persons who organized the loud or unruly gathering or party. If the *responsible person* is a minor, then the parents or legal guardians of that minor are also responsible persons whether or not they are present at the gathering or party. All responsible persons, as defined herein, are deemed to have caused or permitted the loud or unruly gathering or party and are responsible for and may be charged with a violation of this section; provided, however, a property owner who is not present at the gathering or party may not be charged with a violation of this section unless the absentee owner had knowledge that the gathering or party was occurring, was planned to occur or reasonably should have known the gathering or party would occur. This exception does not apply to a parent or guardian of a responsible person who is a minor.

“Written Reimbursement Notice” means a written notice issued by a law enforcement officer to the responsible person pursuant to Section 7-12.29 that a violation is taking place and that the disturbance must cease and that if law enforcement personnel are required to respond to the property to address another violation within a one (1) year period the responsible may be liable to reimburse the City all costs and expenses incurred for the subsequent response.

b. Loud or Unruly Parties/Gatherings Prohibited. Unless authorized by the City or is otherwise legally permitted, it shall be unlawful for any responsible person or persons to organize, cause or permit a loud or unruly party or gathering.

1. The characteristics and conditions, which may be considered in determining whether such loud party or gathering violates the provisions of this section shall include, but not be limited to the following:

- (a) The volume of the noise;
- (b) The intensity of the noise;
- (c) The proximity of the noise to sleeping facilities;
- (d) The nature and zoning of the area within which the noise emanates;
- (e) The density of the inhabitation of the area within which the noise emanates;
- (f) The time of the day or night the noise occurs;
- (g) The duration of the noise;
- (h) Whether the noise is recurrent, intermittent or constant;
- (i) Whether the noise is produced by a commercial or noncommercial activity.

c. Loud or Unruly Parties/Gatherings; Prima Facie Violation. The following shall constitute evidence of prima facie violation of this section; provided, however, that inclusion herein shall not be construed as limiting the activities which may be found to violate this section. A party or gathering where:

(a) Noise emanating from or attributable to the party or gathering is audible from a distance of at least fifty (50) feet or more from the property line of the property where the party or gathering is taking place; or

(b) Persons present at the party or gathering are acting in a wild, unruly, uncontrollable manner which is disruptive to neighbors; or

(c) The number of persons present violates the fire code, presenting a fire or safety hazard; or

(d) Persons present at the party or gathering have caused or are causing destruction to property of others.

d. Loud or Unruly Parties/Gatherings; Declared a Public Nuisance
Loud or unruly parties or gatherings as defined in this section are hereby declared to be a public nuisance and may be abated as set forth herein or as otherwise provided by law. Law enforcement personnel are authorized to take all actions and give all directions and orders that may be necessary to abate the nuisance, violation or condition, including the giving of verbal warnings, the arrest of, or the issuance of citations to the responsible person or persons, and any others who are in violation of this section or any other state statute or local ordinance.

Section 2. That Section 7-12 of Chapter VII of the Compton Municipal Code is hereby amended to add Section 7-12.29 to read as follows:

7-12.29 Loud or Unruly Parties or Gatherings; Second and Subsequent Response Fees.

a. Written Reimbursement Notice. If, after issuance of the written reimbursement notice as required by this section, law enforcement personnel are required to respond to the property to address another violation of Section 7-12.28 within a one (1) year period after issuance of said notice, then the responsible person or persons, as defined in Section 7-12.28 above, shall be jointly and severally liable for all actual costs and expenses incurred by the City during the second or subsequent responses.

1. Law enforcement personnel responding to a loud party or gathering complaint may issue a written reimbursement notice to the responsible person when if within a one (1) year period after the initial response law enforcement personnel are again required to respond to the property to address a violation of Section 7-12.28, then the responsible person shall be liable to reimburse the City for all costs and expenses incurred by law enforcement personnel during the second or subsequent responses for violations of such section.

b. Reimbursement of Cost and Expenses. All responsible persons for causing or permitting a loud party or gathering, which requires a second or subsequent response, as described herein above are jointly and severally liable for the following costs and expenses incurred by the City:

1. The actual cost incurred by the City for the services of the law enforcement personnel for each response after the initial response;

2. Damage to public property incurred in the course of any second or subsequent response by law enforcement personnel; and

3. Injuries to any law enforcement or emergency service personnel involved in a second or subsequent response.

c. Computation of Costs. The Los Angeles County Sheriff's Department, Compton Station shall accurately compute the costs of providing such additional services pursuant to the current Municipal Law Enforcement Agreement with the City at the rates set forth on the Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of said Agreement, and advise the City Manager, or his/her designee, of such costs, as well as any other costs related to damage to public property resulting from the use of such additional law enforcement services. The responsible person shall be billed for these costs by the City Manager, or his/her designee, upon notice of the charges from the Compton Sheriff's Department and payment shall be due and payable within fifteen (15) days of the billing date. If the amount due is not paid by the responsible person within the allotted time, the City may collect the debt, as well as any fees and costs incurred in its collection, pursuant to any and all applicable provisions of law.

d. Written Notice to Responsible Persons. Any law enforcement agency delegated by the City to enforce the provisions of this section is authorized and directed to prepare appropriate advisory procedures to be followed by its law enforcement officers in response to loud parties or unruly gatherings, including preparation of written materials advising the responsible person of the provisions of this section.

Section 3. That the City Council declares that, should any provision, section, subsection, sentence, paragraph, clause, phrase or word of this Ordinance, hereby adopted, be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by an reason of any preemptive legislation, the remaining provisions, sections, subsections, sentences, paragraphs, clauses, phrases or words of this Ordinance hereby adopted shall remain in full force and effect.

Section 4. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney and the Los Angeles County Sheriff's Department, Compton Station.

Section 5. That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect thirty (30) days after the date of its final passage and adoption by the City Council.

Section 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

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, do hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2015.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VII OF THE COMPTON MUNICIPAL CODE BY AMENDING SECTION 7-12.28 IN ITS ENTIRETY RELATING TO THE REGULATION OF LOUD PARTIES AND ADDING SECTION 7-12.29 RELATING TO SECOND AND SUBSEQUENT RESPONSE FEES (First Reading)

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

9/16/2015 10:11:09 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

10/1/2015 12:16:54 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/30/2015 2:22:18 PM
DATE

Johnny Ford
CITY MANAGER

9/22/2015 8:01:46 AM
DATE

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

October 20, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS
TO VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT
OF SERVICES AND SUPPLIES FOR THE PUBLIC
WORKS/MUNICIPAL UTILITIES DEPARTMENT (\$229,364.77)**

SUMMARY

This resolution authorizes the City Manager to issue purchase orders to vendors who are commonly used by the Public Works/Municipal Utilities Department.

BACKGROUND

The Public Works/Municipal Utilities Department is responsible for maintaining roadways, sewers, and streetscapes through planned and regular investments in the City's infrastructure. In prior years, these procurements were done by individual purchase orders or resolutions. However, due to the daily operations, it is important that funds are appropriated for the listed vendors in "Appendix A" to cover needs within the Department.

STATEMENT OF THE ISSUE

Vendors listed in the attached Appendix are used on an "as-needed" basis by the Public Works staff for materials, equipment and supplies needed to resolve traffic and lighting issues and City-wide maintenance. The vendor appropriations listed will cover necessary expenses needed for the remainder of Fiscal Year 2015-2016 in the amount of \$229,364.77. Because the vendors Fiscal Year 2015-2016 expenditures City-wide exceeded \$25,000 threshold, City Council approval is necessary.

FINANCIAL IMPACT

Funds for Fiscal Year 2015-16 in the amount of \$229,364.77 are available in the approved Public Works/Municipal Utilities Department's 2015-2016 Fiscal Year budget as follows:

<u>Account Nos.</u>	<u>Fund</u>	<u>Description</u>	<u>Amount</u>
1520-720-0MR-4269	Measure R	Other Contract Services	\$ 120,000
2300-720-000-4269	State Gas Tax	Other Contract Services	\$ 41,000

#8.

Staff Report – Resolution Authorizing P.O.’s
Public Works/Municipal Utilities Dept. Vendors
October 20, 2015, page 2

2300-720-000-4248	State Gas Tax	Horticultural	\$ 60,000
2502-710-000-4222	Landscape/Lighting	Computer Software	\$1,250.00
2300-720-000-4222	State Gas Tax	Computer Software	\$1,250.00
1900-710-000-4262	Prop C	Other Professional Services	<u>\$5,864.77</u>

Total: \$229,364.77

ALTERNATIVE

There are no viable alternatives.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

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

APPROVED FOR FORWARDING:

ROGER HALEY
CITY MANAGER

JF/GK/RC

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO
VENDORS LISTED IN “APPENDIX A” FOR THE PROCUREMENT OF
SERVICES AND SUPPLIES FOR THE PUBLIC WORKS/MUNICIPAL
UTILITIES DEPARTMENT (\$229,364.77)

WHEREAS, the Public Works/Municipal Utilities Department is requesting that the City Manager is authorized to issue purchase orders to vendors who are commonly used by the Public Works/Municipal Utilities Department; and

WHEREAS, the Public Works/Municipal Utilities Department is responsible for the maintenance of roadways, sewers, and streetscapes through planned and regular investments in the City’s infrastructure; and

WHEREAS, in prior years, these procurements were done by individual purchase orders or resolutions; and

WHEREAS, however, due to the daily operations, it is important that funds are appropriated for the listed vendors in “Appendix A” to cover needs within the department; and

WHEREAS, the vendor appropriations listed will cover the necessary expenses needed for the remainder of Fiscal Year 2015-2016 in the amount of \$229,364.77; and

WHEREAS, the vendors Fiscal Year 2015-2016 expenditures city-wide exceeded the \$25,000 threshold, therefore, City Council approval is necessary; and

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

SECTION 1. That the City Manager is authorized to issue purchase orders to the vendors listed in “Appendix A” in the amount of \$229,364.77. Appropriations are in the Public Works/Municipal Utilities Department’s 2015-2016 Fiscal Year budget as follows:

<u>Account Nos.</u>	<u>Fund</u>	<u>Description</u>	<u>Amount</u>
1520-720-0MR-4269	Measure R	Other Contract Services	\$ 120,000
2300-720-000-4269	State Gas Tax	Other Contract Services	\$ 41,000
2300-720-000-4248	State Gas Tax	Horticultural	\$ 60,000
2502-710-000-4222	Landscape/Lighting	Computer Software	\$ 1,250.00
2300-720-000-4222	State Gas Tax	Computer Software	\$ 1,250.00
1900-710-000-4262	Prop C	Other Professional Services	\$ 5,864.77
		Total	\$229,364.77

SECTION 2. That a copy of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works/Municipal Utilities Department.

SECTION 3. 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

RESOLUTION NO. _____
PAGE TWO

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

That said resolution was adopted by the following vote 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
PUBLIC WORKS MUNICIPAL UTILITIES**

VENDOR	FUND	AMOUNT	ACCOUNT NO	DESCRIPTION
Blue Diamond	Measure R	\$ 120,000.00	1520-720-0MR-4269	Purchase of asphalt/cement materials for city wide street repair
Cemex	Measure R	\$ 41,000.00	2300-720-000-4269	Purchase of asphalt/cement materials for citywide street repair
Unique Paving	Measure R	\$ 40,000.00	2300-720-000-4248	Purchase of asphalt/concrete for citywide street repair
United Rentals	State Gas Tax	\$ 20,000.00	2300-720-000-4248	Purchase/rental/repair of equipment for, light towers, loaders, rollers used for weed abatement.
JMDiaz	Prop C	\$ 5,864.77	1900-710-000-4262	One time plan check fee
Environmental Systems Research Institute	Landscape/Lighting	\$ 1,250.00	2502-710-000-4222	Purchase of Computer Equipment (GIS system)
	State Gas Tax	\$ 1,250.00	2300-710-000-4222	Purchase of Computer Equipment (GIS system)
	total	\$ 2,500.00		
GRAND TOTAL		229,364.77		

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO VENDORS LISTED IN “APPENDIX A” FOR THE PROCUREMENT OF SERVICES AND SUPPLIES FOR THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT (\$229,367.77)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

10/1/2015 4:00:13 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

10/6/2015 6:10:02 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

10/6/2015 4:04:42 PM
DATE

Johnny Ford
CITY MANAGER

10/6/2015 10:30:31 AM
DATE

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

Labor Ready Southwest, Inc. ("Labor Ready") is a Washington-based agency that provides services of its employees to government agencies for the purpose of providing temporary staffing services. Due to the personnel shortages within the City, it is

**Staff Report – Resolution Authorizing Temporary Staffing
Services Contract with Labor Ready Southwest, Inc.
October 20, 2015, page 2**

necessary and in the best interest of the City to discharge certain responsibilities through the use of the Labor Ready Southwest, Inc.'s employees.

While their main office is located in the state of Washington, Labor Ready Southwest, Inc., has an office located in the City of Compton and is dedicated to hiring local citizens. The City does not hire staff that is or operates below the level of a Maintenance Worker I position. The staffing services would provide temporary, semi-skilled labor to work alongside employees for a period up to six (6) months to address issues concerning the City's streets and thoroughfares.

In order for the City Council to authorize the City Manager to enter into an agreement with Labor Ready Southwest, Inc and issue a purchase order in an amount not to exceed \$80,000 for temporary staffing services, City Council's authorization is necessary.

FINANCIAL IMPACT

Funds in the amount of \$80,000 are available in the Public Works/Municipal Utilities Department's 2015-2016 Fiscal Year budget in Account No. 1520-720-000-4249.

ALTERNATIVE

There are no viable alternatives.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

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

APPROVED FOR FORWARDING:

**ROGER HALEY
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH
LABOR READY SOUTHWEST, INC. FOR TEMPORARY STAFFING SERVICES
AND ISSUE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$80,000**

WHEREAS, the Public Works/Municipal Utilities Department is responsible for maintaining roadways, sewers, and streetscapes through planned and regular investments in the City's infrastructure.; and

WHEREAS, due to the personnel shortages within the City, it is necessary and in the best interest of the City to discharge certain responsibilities through the use of contract employees; and

WHEREAS, Labor Ready Southwest, Inc. is a Washington-based agency that provides services of its employees to government agencies for the purpose of providing temporary staffing services; and

WHEREAS, although the office is located in Washington, Labor Ready Southwest, Inc., has an office located in the City of Compton and is dedicated to hiring local citizens; and

WHEREAS, the staffing services will provide temporary, semi-skilled labor to work alongside employees for six (6) months to assist with addressing issues along the City's street and thoroughfares; and

WHEREAS, funds in the amount of \$80,000 are available in the Public Works/Municipal Utilities Department's 2015-2016 Fiscal Year budget in Account No. 1520-720-000-4249.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a six (6) month agreement with Labor Ready Southwest, Inc. for the provision of temporary staffing services for the Public Works/Municipal Utilities Department in an amount not to exceed \$80,000.

SECTION 2. That funds in the amount of \$80,000 are available in the Public Works/Municipal Utilities Department's 2015-2016 Fiscal Year budget in Account No. 1520-720-000-4249.

SECTION 3. That a purchase order is authorized to be issued in the amount of Eighty Thousand Dollars (\$80,000).

SECTION 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works/Municipal Utilities Department.

Resolution No. _____
Page 2

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

ADOPTED this ____ day of _____, 2015.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

AYES: **COUNCILMEMBERS-**
NOES: **COUNCILMEMBERS-**
ABSTAIN: **COUNCILMEMBERS-**
ABSENT: **COUNCILMEMBERS-**

CITY CLERK OF THE CITY OF COMPTON

**AGREEMENT TO PROVIDE STAFFING SERVICES
BETWEEN
CITY OF COMPTON
AND
LABOR READY SOUTHWEST, INC.**

This **AGREEMENT**, is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California, located at 205 South Willowbrook Avenue, Compton, California 90220 (hereinafter referred to as "**CITY**"), and **LABOR READY SOUTHWEST, INC.**, located at 1015 "A" Street, Tacoma, Washington 98402 (hereinafter referred to as "**CONTRACTOR**").

RECITALS:

WHEREAS, the Labor Ready Southwest, Inc. (Contractor) is a Washington-based agency which provides the services of its employees to government agencies for the purpose of providing temporary staffing services; and

WHEREAS, due to the personnel shortages it is necessary and in the best interests of the City to discharge certain responsibilities through the use of Contractor's employees; and

WHEREAS, Contractor represents that its workers are competent to handle the services to be rendered to the City; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____ 2015, the City Council gave the City Manager authorization to enter into a temporary staffing services agreement with the Contractor.

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

AGREEMENT:

1. **Services to be provided by Contractor.** It is the mutual understanding of the parties that Contractor shall provide twelve (12) of its employees to the Street Division of the Public Works/Municipal Utilities Department of the City to perform clean-up, debris removal and general helper services at various locations within the City, as directed by the City.

City shall specify, and by notice to the Contractor may accept, modify or reject the services and/or rate of compensation of any and all employees provided to City in accordance with this Agreement. In the event of rejection of services and/or rejection of the rate of compensation of any employee provided to City, the lease made by this Agreement shall terminate as to such employee, effective upon receipt by Contractor of notice thereof.

Contractor shall be responsible to (1) pay all wages and other remuneration to its employees who are subject to this Agreement; (2) prepare and file all payroll tax returns and reports; (3) pay all amounts due and owing pursuant to the payroll tax returns and

**Labor Ready Southwest, Inc. – Temporary Staffing Services
Resolution No. 24,091**

reports which are prepared and filed; (4) prepare, file and furnish employee applicable employee tax forms; and (5) prepare and file applicable employer tax forms.

The City shall (1) provide the workplace for employees subject to this Agreement; (2) maintain the workplace in accordance with applicable health and working standards and specifications; (3) comply with all safety engineering and governmental health and safety rules, regulations, directives, orders or similar requirements; (4) provide required safety equipment and training; (5) notify Contractor of all employee hours worked for the City and of any illnesses, accidents, injuries and absences of the employees; and (6) obtain Contractor's written agreement and approval prior to entrusting employees with the care of unattended premises, custody of control of cash, credit cards, keys or other similar valuables or authorize the employees to operate machinery, heavy equipment or motor vehicles.

1.1 Key Personnel.

a. Contractor's Representative. Contractor hereby designates **Logan Bradley, Contract Services Assistant** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

b. City's Representative. City hereby designates **Glen W. C. Kau, Director of Public Works/Municipal Utilities Department** as City's Representative for this Agreement.

2. Duration of Contract. The term of this Agreement shall be a period of six (6) months from the date the City notifies the Contractor to commence providing the employees to perform the work or when the allotted funds of \$80,000.00 has been exhausted, whichever occurs first, unless this Agreement is extended or terminated sooner as provided herein.

3. Compensation. The method of payment for this Agreement shall be based on an hourly charge basis, charged at the rate of **Sixteen Dollars (\$16.00) per regular, straight-time hour, per employee** subject to this Agreement. Overtime and double time bill rates will be charged by the Contractor as applicable at 1.5 and 2 times the regular bill rate, respectively. This bill rate is based on current Contractor costs and is subject to change when costs change due to factors which are beyond the control of the Contractor; such as actual and government mandated costs for wages, withholding amounts, taxes, assessments and workers' compensation insurance coverage. Payment for services rendered by Contractor's employees will be due seven (7) days from the date of receipt of Contractor's invoices and paid to:

Labor Ready Southwest, Inc.
Post Office Box 31001-257
Pasadena, California 91110-0257

For the work agreed to be performed pursuant to this Agreement, it is understood between the parties that the maximum compensation payable to the Contractor for any

Labor Ready Southwest, Inc. – Temporary Staffing Services
Resolution No. 24,091

and all services rendered by its employees during the term of this Agreement is limited to **Eighty Thousand Dollars (\$80,000.00)**.

In the event of termination, the Contractor shall be entitled to non-disputed compensation for the reasonable value of services performed to the effective date of termination; provided, however, that the City may condition payment of such compensation upon the Contractor's delivery to the City of any and all City property, documents, reports and records associated with the performance of this Agreement.

4. Independent Contractor Status. Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the City. Neither the City, nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor expressly represents that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

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

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

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

Contractor shall not assign or transfer any interest in this Agreement or the performance of any of Contractor's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer, without the prior

**Labor Ready Southwest, Inc. – Temporary Staffing Services
Resolution No. 24,091**

written consent of the parties, of either party's rights, duties or obligations arising under this Agreement shall be null and void.

7. Indemnification. Contractor shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), for the purposes for all required payroll deductions and withholdings, legally required workers' compensation insurance and health benefits of the Contractor's employees.

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

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

8.1 Commercial General Liability Insurance. \$1,000,000 per occurrence for bodily injury, personal injury, property damage and contractual liability. If the submitted policies contain aggregate limits, general aggregate limits shall be \$5,000,000 with a per project aggregate of \$1,000,000.

8.2 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 and which specifically covers all persons providing services by or on behalf of the Contractor and all risks to such persons under the Agreement. Workers' Compensation and Employer's Liability insurance will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

Endorsements. For Commercial General Liability Insurance, Contractor will ensure that the policies are endorsed to add the "City of Compton and its respective

Labor Ready Southwest, Inc. – Temporary Staffing Services
Resolution No. 24,091

elected and appointed officers, officials, employees, agents and volunteers” as “**additional insured’s**” with respect to liability arising out of the obligations and liabilities of the Contractor under this Agreement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City’s execution of this Agreement, Contractor shall furnish certificates of insurance and endorsements to City.*** The parties agree that the certificates of insurance required from the Contractor pursuant to this Agreement shall not be valid unless Contractor receives a fully executed copy of this Agreement

Waiver of Subrogation. The General Liability and Workers’ Compensation insurance policies shall contain a waiver of subrogation for the benefit of City.

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

10. Waivers. A waiver by either party to this Agreement of any breach of any terms, covenants or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

11. Maintenance of Records. Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor 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.

12. Termination. In the event of the Contractor’s failure to deliver or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Contractor in writing. Contractor has five (5) business days to deliver any property owned by City to the City address contained in this Agreement.

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

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. Contractor will be paid for work

performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement.

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

14. 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.

15. 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.

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

17. 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.

18. 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.

19. 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:

Labor Ready Southwest, Inc. – Temporary Staffing Services
Resolution No. 24,091

To Contractor:

Labor Ready Southwest, Inc.
1015 "A" Street
Tacoma, Washington 98402
Attn: Contract Department
(800) 610-8920
(800) 610-8919 – fax.
contracts@trueblue.com

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works/Municipal
Utilities
(310) 605-5505
(310) 605-6326 – fax.

Copy to:

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

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

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

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

LABOR READY SOUTHWEST, INC.
CONTRACTOR

Dated: _____

By _____
Edwin Marroquin
Branch Manager

CITY OF COMPTON

Approval recommended by:

Dated: _____

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

Approved by:

Dated: _____

By _____
Johnny Ford, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LABOR READY SOUTHWEST, INC FOR TEMPORARY STAFFING SERVICES AND ISSUE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$80,000

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

10/1/2015 4:55:05 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

10/6/2015 8:20:21 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

10/6/2015 4:01:44 PM
DATE

Johnny Ford
CITY MANAGER

10/6/2015 10:31:52 AM
DATE

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

October 20, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE
CONSTRUCTION CONTRACT WITH COPP CONTRACTING, INC. TO
EXTEND THE CONTRACT TERM AND INCREASE THE CONTRACT
COST FOR THE STREET REHABILITATION PROJECT CDBG #13-02
(\$410,728.64)**

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the construction contract with COPP Contracting, Inc. to extend the contract term by 124 additional working days and increase the contract cost by \$410,728.64 for the Street Rehabilitation Project CDBG #13-02.

BACKGROUND

The Street Rehabilitation Project CDBG #13-02 provides improvements to approximately 5.5 miles of streets within the Community Development Block Grant (CDBG) areas throughout the City of Compton. Specific improvements include removal and replacement of failed pavement sections, placement of asphalt overlay across the entire street width, removal and replacement of damaged curbs, gutters and sidewalks, and removal and replacement of existing neighborhood traffic calming devices. In addition, handicap ramps will be re-constructed to current standards, existing roadway signing and striping will be removed and replaced, and affected utility covers will be adjusted to match new pavement elevations.

On December 16, 2014, pursuant to Resolution No. 24,064, the City Council awarded a contract to COPP Contracting Inc., in the amount of \$2,091,073.36 and a contingency amount of \$209,100, totaling \$2,300,173.36 for the Street Rehabilitation Project.

The project began in FY 2014-15 (March 2015) and was estimated to be complete in FY 2015-16. The project has experienced challenges during construction. The construction plans were not representative of the actual field conditions; construction quantities had to be adjusted which resulted in multiple change orders; the work scope was revised to add of two additional streets (Acacia between Bennett and Glencoe;

#10.

**Staff Report – Resolution Authorizing Contract Amendment
COPP Contracting, Inc./Extend Contract Term &
Increase Contract Cost - Street Rehabilitation Project CDBG #13-02
October 20, 2015, Page 2 of 4**

Aprilia between Alondra and Claude) which required construction plans to be developed for this additional work.

The initial contract time was 60 working days with a scheduled completion date of June 3, 2015. The items identified above impacted the initial construction schedule which requires an additional 64 working days (for a total of 124 working days) of contract time be added to properly close out the project.

Section 4.3 “Extensions” of the contract with COPP provides that the Contract Time shall not be extended except by Change Order issued in accordance with the Contract Documents.

A change order is a written order agreed to by both the City and the contracting entity and is issued after an amendment to the contract authorizing an adjustment in the contract price and/or contract time. The contract price and time can only be adjusted by change order. Therefore staff recommends this action for City Council approval.

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

Time Component:

The Street Rehabilitation Project has experienced delays due to the following additions to the work scope for this contract:

<u>Item (s)</u>	<u>Working Days</u>
Additional scope for Bid Items (Exhibit A)	65
Change Orders (Exhibit B)	<u>59</u>
<i>Total Additional Days:</i>	<i>124</i>

The aforementioned delays have caused the project to go beyond the term of the contract. The project is still under construction with an expected completion date of November 30, 2015. The City continues to receive and process monthly invoices from the contractor. However, in order to continue paying the contractor, the contract term must be extended to properly complete the project. As a result, staff recommends that the contract working time be extended an additional 124 working days, effective retroactively from June 3, 2015. The revised contract time would be a total of 184 working days.

Cost Component:

A total of 18 change orders, totaling \$1,158,313.18 require authorization from the City Council.

Outstanding invoices:

Due to the expiration of the contract, staff was unable to process invoices totaling \$283,370.44.

Projected Invoices:

An estimate of all remaining invoices from the contractor totaling \$740,525.44.

STATEMENT OF THE ISSUE

The construction timeframe according to the original contract needs to be amended by an additional 124 working days. The City anticipates the construction of the project be completed by November 30, 2015. Staff is requesting the following actions to be taken:

A. Contract Price

The original contract amount is \$2,091,073.36. The contract needs to be amended to increase the contract price by an additional \$410,728.64. The total contract amount will be \$2,501,802.

B. Contract Time

The original contract term can only be extended by change order pursuant to the contract documents. The current contract terms needs to be extended from the original 60 working days to an additional 124 working days (retroactive from June 3, 2015) due to the additional scope of work and 18 change order requests. All other terms of the contract will remain the same.

In order to amend the contract, City Council's authorization is necessary.

FISCAL IMPACT

Funds in the amount of \$410,728.64 are available in the approved Public Works/Municipal Utilities 2015-2016 Fiscal Year budget in Account No. 2800 72C 149 4269.

ALTERNATIVE

Due to the desire of the City to move forward with this project, no other alternative is recommended.

#10.

Staff Report – Resolution Authorizing Contract Amendment
COPP Contracting, Inc./Extend Contract Term &
Increase Contract Cost - Street Rehabilitation Project CDBG #13-02
October 20, 2015, Page 4 of 4

RECOMMENDATION

The Public Works/Municipal Utilities Department is requesting that the City Council authorize the City Manager to amend the contract term and increase the contract price pursuant to the contract with COPP Contracting, Inc. for the Street Rehabilitation Project CDBG #13-02.

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

APPROVED FOR FORWARDING:

**ROGER HALEY
CITY MANAGER**

JF:GK:JS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CONSTRUCTION CONTRACT WITH COPP CONTRACTING, INC. TO EXTEND THE CONTRACT TERM AND INCREASE THE CONTRACT COST FOR THE STREET REHABILITATION PROJECT CDBG #13-02 (\$410,728.64).

WHEREAS, the Street Rehabilitation Project CDBG #13-02 provides improved street in poor pavement condition in Community Development Block Grant (“CDBG”) areas throughout the City of Compton; and

WHEREAS, the Street Rehabilitation Project improves approximately 5.5 miles of roadways throughout the City of Compton by removing and replacing failed pavement sections, providing 2” thick asphalt overlays across the entire street cross-section, removing and replacing damaged curb, gutter and sidewalk, removing and replacing neighborhood traffic calming devices, upgrades handicap ramps to current standards, removing and replacing roadway signing and striping, and adjusting affected utility covers to match new pavement elevations; and

WHEREAS, on December 16, 2014, the City Council adopted Resolution No. 24,064, which authorized the City Manager to enter into a construction contract with COPP Contracting Inc., in the amount of \$2,091,073.36 and a contingency amount of \$209,100, totaling \$2,300,173.36 for the Street Rehabilitation Project CDBG #13-02; and.

WHEREAS, the project encountered additional work items that were necessary to be added to the project and caused delays to the overall project schedule to complete these additional work items; and

WHEREAS, there is a need to retroactively extend the term of the contract by 124 working days to November 30, 2015 and provide additional compensation in the amount of \$410,728.64; and

WHEREAS, all work items and activity will have been reviewed for compliance with the project specifications and deemed responsive and when completed, a complete project accounting will be presented to Council, along with and a staff recommendation for acceptance of the project as complete; and

WHEREAS, in order amend the construction contract with COPP Construction, Inc., Council’s approval is necessary.

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

SECTION 1. That the City Manager, upon advice and consent of the City Attorney, is hereby authorized to amend the construction contract with COPP Contracting, Inc. to extend the contract term retroactively from June 3, 2015, for a period of 124 working days and provide additional compensation in the amount \$410,728.64 to complete necessary improvements within the Community Development Block Grant (CDBG) areas throughout the City of Compton (“Street Rehabilitation Project – CDBG #13-02).

SECTION 2. That funds in the amount of \$410,728.64 are available in the Public Works/Municipal Utilities 2015-2016 Fiscal Year budget in Account No. 2800 72C 149 4269.

SECTION 3. That a purchase order is authorized to be issued in the amount of \$410,728.64 for COPP Contracting, Inc.

SECTION 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works / Municipal Utilities Department.

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

ADOPTED this _____ day of _____, 2015.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

**FIRST AMENDMENT
TO
CONSTRUCTION SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
COPP CONTRACTING, INC.
[Street Rehabilitation Project – CDBG #13-02]**

This **FIRST AMENDMENT** to the Construction Services Agreement is made 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 **COPP CONTRACTING, INC.** (hereinafter referred to as “**CONTRACTOR**”), located at 6751 Stanton Avenue, Buena Park, California 90621.

RECITALS

WHEREAS, the City is in the process of implementing the Street Rehabilitation Project CDBG #13-02, which provides improved street in poor pavement condition in Community Development Block Grant (“CDBG”) areas throughout the City of Compton; and

WHEREAS, on December 16, 2014, the City Council adopted Resolution No. 24,064, which authorized the City Manager to enter into a construction contract with COPP Contracting Inc., in the amount of \$2,091,073.36 and a contingency amount of \$209,100, totaling \$2,300,173.36 for performance of the work required on the Street Rehabilitation Project CDBG #13-02; and

WHEREAS, the project encountered additional work items that were necessary to be added to the project and caused delays to the overall project schedule to complete these additional work items; and

WHEREAS, there is a need to retroactively extend the term of the contract by 124 working days to November 30, 2015 and provide additional compensation in the amount of \$410,728.64; and

WHEREAS, there is a need to amend the contract to extend the term of the contract and increase the contract price in order to complete the Project.

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

AMENDMENTS

1. The parties agree to amend **Section 2.1 – Scope of Services** of the original Agreement to expand the scope of services to be performed on the Street Rehabilitation Project (CDBG #13-02), as more fully described within the original Agreement, as reflected and based on the Change Orders identified in the attached Exhibits “A” (Additional Scope for Bid Items), “B” (Change Order Request Log), which are incorporated herein.

First Amendment to Construction Services Agreement – COPP Contracting, Inc.
Street Rehabilitation Project (CDBG #13-02)
(Resolution No. _____)

2. The parties agree to amend **Section 3.1 – Total Compensation** of the original Agreement to provide additional completion for the completion of the Work on the Street Rehabilitation Project (CDBG #13-02), as more fully described within the original Agreement, in the amount of **Four Hundred Ten Thousand Seven Hundred Twenty Eight Dollars and Sixty-Four Cents (\$410,728.64)**.

3. The parties agree to amend **Section 4.2.1 – Construction Services** of the original Agreement to extend the amount of time for completion of the Work on the Street Rehabilitation Project (CDBG #13-02), as more fully described within the original Agreement, by an additional **One Hundred Twenty Four (124) working days, retroactively effective from June 3, 2015**, unless the original Agreement and this amendment thereto is terminated as provided for within the original Agreement.

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

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

COPP CONTRACTING, INC./CONTRACTOR

By _____
Ezekial A. Copp, President

Dated: _____

CITY OF COMPTON
Recommended for Approval:

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

Dated: _____

Approved by:

Dated: _____

By _____
Johnny Ford, City Manager

First Amendment to Construction Services Agreement – COPP Contracting, Inc.
Street Rehabilitation Project (CDBG #13-02)
(Resolution No. _____)

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

Bid Items Time Delay

Bid Item	ITEM	Bid Quantity	Bid Total	Actual Quantity	Actual Amount	Balance	Time Delay
001	Mobilization	1	\$50,000.00	1.00	\$50,000.00	\$0.00	10
002	Traffic Control	1	\$45,254.00	1.00	\$48,654.00	-\$3,400.00	
003	Public Notifications	1	\$6,900.00	1.00	\$6,900.00	\$0.00	
004	Best Management Practices	1	\$3,800.00	1.00	\$3,800.00	\$0.00	
005	Cold mill (0-2")	273740	\$68,435.00	337,316.25	\$84,329.06	-\$15,894.06	4
006	Crack sealing	240000	\$17,280.00	240,000.00	\$17,280.00	\$0.00	
007	2" AC Overlay with Fabric	9610	\$818,099.30	324.27	\$27,605.11	\$790,494.19	
008	Slot Paving-12' wide x 5.5" thick	2004	\$7,815.60	5,494.00	\$21,426.60	-\$13,611.00	3
008a	Slot Paving-12' wide x 4.5" thick	1039	\$4,052.10	1,302.00	\$5,077.80	-\$1,025.70	
8b	Slot Paving-12" wide x 6" thick	78	\$304.20	105.00	\$409.50	-\$105.30	
9	R/R AC Pavement with 3.5" AC Base.	28869	\$93,535.56	43,516.00	\$140,991.84	-\$47,456.28	5
9a	R/R AC Pavement with 3.0" AC Base.	37953	\$106,268.40	36,841.00	\$103,154.80	\$3,113.60	
9b	R/R AC Pavement with 4" AC Base	34995	\$123,532.35	34,575.00	\$122,049.75	\$1,482.60	
10	R/R 4" AC pavement over 6.5" AB	1111	\$8,888.00	3,344.00	\$26,752.00	-\$17,864.00	4
10a	R/R 4" AC pavement over 4" AB	1680	\$11,760.00	1,549.00	\$10,843.00	\$917.00	
11	R/C AC Speed Bump	32	\$56,000.00	25.00	\$43,750.00	\$12,250.00	
12	R/C PCC Curb Ramp /Sidewalk- BCR to ECR	83	\$244,850.00	55.00	\$162,250.00	\$82,600.00	
13	R/C PCC Cross Gutter and/or Spandrel	20	\$120,000.00	14.00	\$84,000.00	\$36,000.00	
14	R/C PCC Curb/Gutter	2504	\$107,672.00	3,960.00	\$170,280.00	-\$62,608.00	26
15	R/C PCC Sidewalk	2808	\$22,464.00	6,877.00	\$55,016.00	-\$32,552.00	11
16	R/C PCC Spandrel only	12	\$31,200.00	7.50	\$19,500.00	\$11,700.00	
17	PCC Alley Intersection	10	\$40,000.00	8.00	\$32,000.00	\$8,000.00	
18	Adjust Water Valve/Cover	53	\$13,886.00	74.00	\$19,388.00	-\$5,502.00	1
19	Adjust Manhole	66	\$20,790.00	86.00	\$27,090.00	-\$6,300.00	1
20	Traffic Striping, Marking & Legends	1	\$36,786.75	0.90	\$33,108.08	\$3,678.68	
21	Loop Detectors	8	\$3,150.00	14.00	\$5,512.50	-\$2,362.50	
22	Set/Reset Survey Monuments	1	\$11,926.00	1.00	\$11,926.00	\$1.00	
23	Street Name signs	54	\$11,226.60	41.00	\$8,523.90	\$2,702.70	
24	Street Name Sign Poles	25	\$5,197.50	9.00	\$1,871.10	\$3,326.40	
			\$2,091,073.36		\$1,343,489.03	\$747,585.33	65.00

	<u>Change Order Log</u>	Quantity	Rate	Amount	Time Delay	Status
01	Construction Signs	4.00	\$ 875.00	\$ 3,500.00		approved
02	Water line @ Aprilia	1.00	\$ 887.40	\$ 887.40		approved
03	Driveway	1500.00	\$ 10.00	\$15,000.00		approved
04	Credit for Base Removal	1.00	\$1.00	\$19,610.00		approved
05	6' wide Cross Gutter	3.00	\$ 3,000.00	\$9,000.00		approved
06	Over ex at cross Gutter	48000.00	\$ 0.93	\$44,640.00	4.00	Negotiation
07	T & M-Regrade Ramps @ Clymar/Cypress	1.00	\$ 823.01	\$823.01		approved
08	SawCut @ Taper & Aprilia	1.00	\$ 576.51	\$576.51		Negotiation
09	Remove Water Line @ Harris	1.00	\$ 1,513.23	\$1,513.23	2.00	approved
10	Re- mobilize for PCC & Wlkway	1.00		\$39,200.00	8.00	approved
11	Modify Ramps	46.00	\$ 800.00	\$36,800.00		Negotiation
12	8' Curb	3464.00	\$3.37	\$13,059.28		approved
13	TRMC	9610.00	\$2.00	\$798,879.30		approved
14	Detector Pads	1.00		\$4,641.99		approved
15	striping/signage at Acacia/Aprilia	1.00		\$45,376.25	5.00	approved
16	Additional Time -Increase scope of Work*				40.00	Negotiation
17	Various Outstanding Items			\$ 49,806.21		Negotiation
18	Time Related Overhead			\$ 75,000.00		Negotiation
				\$ 1,158,313.18	59.00	

* Time Delay detail shows in Exhibit A

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CONSTRUCTION CONTRACT WITH COPP CONTRACTING, INC. TO EXTEND THE CONTRACT TERM AND INCREASE THE CONTRACT COST FOR THE STREET REHABILITATION PROJECT CDBG #13-02 (\$410,728.64)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

10/1/2015 4:32:41 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

10/7/2015 11:21:19 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

10/6/2015 3:58:23 PM
DATE

Johnny Ford
CITY MANAGER

10/6/2015 10:31:02 AM
DATE

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

