

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, October 27, 2015 5:45 PM

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PROCLAMATION PROCLAIMING NOVEMBER AS DIABETES AWARENESS MONTH - Mayor and City Council
2. SPECIAL RECOGNITION - Samuel "Sam" Carey Jr. (Sam's Unisex Barbershop), Dr. Anthony E. Reid (Community Cardiologist), Dr. Kimberlyn M. Dang (Clinical Pharmacist) - **Councilmember Janna Zurita**

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

3. OCTOBER 13, 2015

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

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

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

Total Amount Received for Fiscal Year 2015/2016 - \$255,211.00
6. A REPORT OF THE CITY OF COMPTON 2015/2016 TAX AND REVENUE ANTICIPATION NOTES (**Receive/File**)
7. REPORT OF LICENSE FEE REVENUES (BASED ON THE GROSS REVENUES COMPUTATION) RECEIVED FROM CELEBRITY CASINOS, INC. FOR THE FISCAL YEAR 2015/2016 (**Receive/File**)
8. CLAIMS AGAINST THE CITY OF COMPTON

Richard Hamilton-Meza - Claim No. I-8836/LI0000556A
Arun Stret - Claim No. I-8838/LI0000560A
John Armstrong - Claim No. I-8842/LI0000564A

(**Deny Claims**)

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

9. POWER POINT PRESENTATION - Central Avenue Street Corridor (Public Works Department)
10. A REQUEST TO SCHEDULE A PUBLIC HEARING: AN APPEAL OF THE PLANNING COMMISSION DECISION ON CONDITIONAL USE PERMIT CASE NO. 2781, A REQUEST TO ALLOW THE SALE OF ALCOHOL, BEER AND WINE (A TYPE 21 ALCOHOL LICENSE), AN ACCESSORY USE TO A CONVENIENCE STORE LOCATED AT 200 W. ROSECRANS AVE., COMPTON (**November 17, 2015 at 4:00 p.m.**)

CITY ATTORNEY'S REPORTS

11. ORAL REPORT - TERM LIMITS FOR GENERAL OBLIGATION BOND OF SCHOOL DISTRICT

CLOSED SESSION

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

UNFINISHED BUSINESS

NEW BUSINESS

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULT-YEAR AGREEMENT WITH RON'S MAINTENANCE, INC. FOR CITY-WIDE CATCH BASIN CLEANING SERVICES (\$154,836)
14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2015-2016 FISCAL YEAR BUDGET TO COMPLETE THE STREET REHABILITATION PROJECT CDBG #13-02 (\$884,946)
15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO TECS ENVIRONMENTAL COMPLIANCE SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM COMPLIANCE PROGRAM SERVICES (\$188,500)
16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TRANSFER THE CITY'S REVOLVING LOAN FUND (RLF) IN AN AMOUNT NOT TO EXCEED \$370,000 TO PACIFIC COAST REGIONAL (PCR) SMALL BUSINESS DEVELOPMENT CORPORATION

APPROVAL OF WARRANTS

17. Warrant #230084 - Date - 10/01/15 - Name - Trimming Land Co. - Services - Tree Trimming on Santa Fe Ave - Amount - \$4,688.00 - Requested by: Public Works

Warrant #230123 - Date - 10/06/15 - Name - King CK Enterprise Corp - Services - Outstanding Invoices - City Vehicles Fuel - Amount - \$26,950.61 - Requested by: General Services

Warrant #230195 - Date - 10/14/15 - Name - TRUEBLUE Inc. - Services - Services by Labor Ready Staff - Amount - \$15,360.00 - Requested by: Public Works

Warrant #230197 - Date - 14/14/15 - Name - United Rentals Northwest Inc. - Services - Rental of Loader Wheel - Amount - \$8,568.36 - Requested by: Public Works

Warrant #230275 - Date - 10/20/15 - Name - Jetpatcher USA Inc. - Services - Emergency Asphalt Repair at JR Compton - Amount - \$4,220.00 - Requested by: Public Works

Total Amount - \$59,786.97

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, November 03, 2015 @ 3:30 PM.

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

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: PROCLAMATION PROCLAIMING NOVEMBER AS DIABETES AWARENESS MONTH - Mayor and City Council

Johnny Ford
DEPARTMENT MANAGER’S SIGNATURE

10/1/2015 8:08:23 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

10/6/2015 5:06:40 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

10/6/2015 3:45:27 PM
DATE

Johnny Ford
CITY MANAGER

10/1/2015 11:48:33 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 13, 2015

The City Council meeting was called to order at 5:52 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

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

Council Members Absent: **None**

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

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. **RECOGNITION - Expungement Clinic - Crossroads United Methodist Church** (Mayor Aja Brown) Mayor Brown and the City Council presented commendatory plaques of appreciation to Crossroads United Methodist Church and their partners (Legal Aid Foundation of Los Angeles, Breakthrough Church of God and Christ, Southwestern Law School, and Davis, Wright, Tremaine LLP.) in recognition of the one-on-one expungement clinic services provided to 100 Compton residents during the month of August.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Benjamin Holifield, Compton resident, spoke in opposition to the Compton Unified School District (CUSD) Board of Trustees proposed \$350M bond tax increase. He contended that the makers of the proposed tax live elsewhere and questioned when the taxation without representation would stop. He cited an incessant need for council members to adopt a "service above self" mentality.

Patricia Simpson, Compton resident, commended the City of Compton for hosting a local expungement workshop that benefited many of the citizens, including her son. Ms. Simpson went on to make comments in regards to a statement made by Councilperson Arceneaux regarding commercial trucks traveling through the Alameda corridor. She maintained that she was confused as to why the City Council would vote to allow truck traffic on Wilmington and Central Avenue for the brickyard development then speak negatively about truck traffic along the Alameda Corridor. Lastly, she petitioned the City Council to address the upkeep of the area surrounding the Council Chambers.

Michael Turner, Compton resident, petitioned the City Council to remember the oath they took when they took office; and when given the opportunity to make decisions on behalf of the citizens of Compton. Mr. Turner also recommended that Council approve the hiring of a stenographer to record all court proceedings on behalf of the citizens of Compton.

Dee Baker, Compton resident, stated that she has been a resident of the City of Compton since 1972 and was tired of seeing tow trucks parked on her street. She further urged the City Council to take action against tow trucks parking on residential streets with vehicles attached. She went on to mention an incident wherein she contacted someone from the Sheriff's Department and they in turn, suggested she work out an agreement with the person driving the tow truck. Ms. Baker commented that she kindly requested that the Sheriff Sergeant tow the truck away, after which he declined and stated that he knows where the person lives and would go get her. Ms. Baker indicated that upon returning an hour later with the driver of the car, the Sergeant embraced her and declined to tow the owner's car from her driveway.

Mayor Brown referred Ms. Baker to Lieutenant Ash and a city representative.

#3.

Marjorie Shipp, Compton resident, referenced Item No. 13 on the agenda and Government Code Section 188314 which states that it is unlawful for elected officials, employees, appointees, or consultants to use or permit others to use public resources for campaign activities not authorized by law. She admitted to supporting the bond measure as a former school teacher working in a dilapidated classroom for CUSD and further urged the City Council to reconsider their action. She also referenced Item No. 14 on the agenda and maintained that it is difficult for employees to adapt to the different leadership styles of new city managers ever so often.

Marie Hollis, President of Concerned Citizens, stated that just four weeks ago, the committee was told that there was no intent to terminate the current city manager. She affirmed that the committee stands on truth and was under the impression that the city manager would be stabilized for at least six months while the City Council conducts a nation-wide search.

Cindy Centoya, Compton resident, spoke in opposition to Walmart coming to the City of Compton, alleging that they will provide no opportunities for advancement, hire individuals at low wages keeping them at or below the poverty level and discriminate against individuals with disabilities and the elderly. She went on to suggest that the City consider renovating the vacant building to showcase the City's history of famous entertainers.

Mayor Brown told Ms. Centoya that Walmart approached the private company that owns the swap meet to purchase the building.

Mayor Brown also suggested that Ms. Centoya seek opportunities to be a part of the arts initiatives the City is establishing.

Muhamed Mubark, former Compton resident, expressed his sincere respect for the Council members. He went on to state that he noticed that the vines were cut down from the mural he painted years ago on City Hall. He mentioned growing up in the City of Compton and how it pains him to see some of his work fading with no one interested in maintaining it. He asked that the City Council allow him the opportunity to maintain the mural on the walls of City Hall and promoted his upcoming documentary film "The Black Panthers, The Vanguard of the Revolution" to be shown in the cities of Claremont and Pasadena on October 17th and 18th.

Joyce Kelly, Compton resident, made comments in regards Item No. 14 and the probable termination of the city manager. She complained about the maintenance and upkeep of the Council Chamber corridors and inquired about the small sidewalk sweeper purchased years ago. She further urged the Council to read the Brown Act and take ethics classes. Ms. Kelly also questioned the necessity for Item No. 8 and asked if it would consolidate the purchase of supplies for all departments.

Lynn Boone, Compton resident, referenced Item No. 10 and maintained that the Mayor's request for "planning commissioners to have special skills" is not stated in the City Charter. She also stated that she feels as though expenditures for the Christmas Parade should be voted on by the citizens. Ms. Boone questioned the validity of the City Council conducting a "nationwide search" for a new city manager and why the media continues to give Mayor Brown full credit for anything positive happening in the City of Compton.

Bishop Guillory, Compton resident, stated that God has given the Council the opportunity to be in their seats and that they should be lauded for the support shown by citizens who voted them into office.

CONSENT AGENDA

On motion by Zurita, seconded by Galvan, the Consent Agenda 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

APPROVAL OF MINUTES

2. SEPTEMBER 22, 2015 (**Approved**)

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. INVESTMENT REPORT - August 2015 (**Received/Filed**)
4. AN UPDATE REPORT OF THE PUBLIC FINANCE AUTHORITY LEASE REVENUE BONDS SERIES 2008 (**Received/Filed**)
5. A REPORT OF THE CITY OF COMPTON 2014/2015 TAX AND REVENUE ANTICIPATION NOTES (**Received/Filed**)
6. REPORT OF THE SALES TAX REVENUES (**Received/Filed**)

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

CITY FIRE DEPARTMENT

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT (**Resolution #24,236**)

CITY MANAGER

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO CITYWIDE VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF SUPPLIES AND SERVICES FOR FISCAL YEAR 2015-2016 (**Resolution #24,237**)

HUMAN RESOURCES

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE HUMAN RESOURCES DEPARTMENT'S FISCAL YEAR 2015-2016 BUDGET AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY FOR METROLINK TRAIN PASSES (\$90,000) (**Resolution #24,236**)

END CONSENT AGENDA**REGULAR AGENDA****REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL**

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

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

Mayor Brown nominated Councilperson Zurita to the County Sanitation District alternate position.

Mayor Brown also nominated Councilperson Zurita to the Metropolitan Water District representative position.

Mayor Brown thanked Councilperson Arceneaux for her years of dedicated service to the citizens of Compton as their MWD representative.

#3.

On motion by Galvan, seconded by Arceneaux, to appoint **Councilperson Zurita** to the Metropolitan Water District representative position and Sanitation District alternate position, by the following vote on roll call:

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

CITY MANAGER’S REPORT

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

Marvin Hunt, Director of Parks and Recreation, offered a PowerPoint presentation on the benefits, activities, and expenditure costs to hosting the 63rd Annual Compton Christmas Parade scheduled to be held Saturday, December 12, 2015 at 11 a.m.

LOGISTICS

- The parade route will begin at Compton Boulevard and Bullis Road ending at Alameda Street in front of Wilson Park.

VALUE TO THE CITY

- Positive Marking
- Community Pride
- Quality of Life
- Business Revenue
- Private/Public Partnership

ACTIVITIES

- Christmas Parade
- Community Village (Wilson Park)
- Christmas in Compton Annual Toy Giveaway (Wilson Park)
- And more...

PARADE EXPENDITURE

- Vendor Costs \$14,788 (17.2%)
- Staffing Costs \$71,038.49 (82.8%)

PARADE REVENUE

- Partnership Packages \$20,000, \$10,000, \$5,000, \$2,5000, \$1,000

Major Brown recognized the staff committee for their hard work and dedication and asked they also ensure that banners and marketing promotions are released early. Mayor Brown also inquired about the details of law enforcement personnel assigned to the City that day for the parade.

Councilwoman Zurita asked that the local drill teams be allowed to perform throughout the parade.

Councilwoman Sharif stated that she is happy that the parade will be traveling on its original route.

Mr. Hunt recognized the members of the staff committee Neal Holmes and Kimberly McKenzie for their efforts to making this year's Christmas parade a success.

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

Dr. Shepherd, Medical Director with the Fire Department, offered an oral presentation on the Compton Fire Department's distribution of narcotics, prescription drug laws, and his role in providing support and insight into providing the necessary tools and resources for the practice of providing emergency services and the requirements for maintaining that service.

Issues affecting the Fire Department

Poor compliance with the Department of Health Services policies

Limited implementation of the Quality Improvement Plan

Lack of overall medical oversight

Dr. Shepherd requested the council's support as well as the citizens to extend his role as medical director to be more involved in the above activities. He indicated that, previously his role was for logistical support and education and training but because quality assurance has become a big issue as of late, Mr. Shepard stated that he is ready to implement strategic plans to address the above issues.

Councilwoman Zurita thanked Dr. Shepherd for his presentation and for bringing his services to the City of Compton.

Mayor Brown requested a copy of the outline of corrective action items as well as a timeline as to when they will be completed for tracking purposes.

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

Mayor Brown asked the City Attorney to address the legality of sending out public information mailers.

City Attorney Cornwell stated that he agrees with the proposition that suggests that city officials and employees cannot use city funds to get involved in campaign activity. He reported that out of the abundance of caution he advised that the issue come to the dais and that it be discussed publicly. Mr. Cornwell mentioned receiving a letter from CUSD expressing their concerns, and again, he reiterated that as it relates to campaign activity as a local agency, the measure in question may have an effect on the City's constituents.

Councilperson Galvan clarified that the mailer will inform the residents about changes to their property taxes without full knowledge as to how the funds will be spent. Mr. Galvan also stated that he is shocked and partially disappointed at some of the citizens that came to the City Council meeting months ago to speak in opposition to the one cent sales tax proposal when this proposal will raise their property taxes \$1,000 to \$1,200 annually.

Mayor Brown clarified that her intent is to inform the residents, that she has not publicly endorsed nor has she publicly refuted this ballot measure. Her goal, Mayor Brown stated is to distribute information so that everyone will know that the City performed their due diligence and notified them about something that will impact all property owners.

Mayor Brown asked the City Attorney if he recommends bringing forth a resolution or an amending motion to the minute motion in order to move forward.

City Attorney Cornwell recommended an amending motion on the item.

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

Councilperson Sharif stated that she read the letter from CUSD and that she is hopeful that the mailer will be informational only.

#3.

Councilperson Zurita stated that she is opposed to advertising and addressing issues proposed by CUSD and from what she read, they are proposing to build a state-of-the-art high school. Ms. Zurita further suggested the City use its money to educate the people on issues and items addressed by the City of Compton.

Mayor Brown stressed the importance of keeping the citizens informed.

City Attorney Cornwell requested the following amended motion "A request to authorize the city manager to mail an educational, impartial mailer regarding the possible effects of the operations, policies, or activities on the City of Compton of the CUSD Measure "S" placed on the November 3, 2015 citywide ballot.

AMENDED MOTION

It was motioned by Galvan, seconded by Brown (who stepped away from the chair), to accept the amended motion.

Councilperson Arceneaux asked the City Attorney to address the legal citations within the letter.

Mayor Brown recommended the item be removed and brought back with the City Attorney's legal opinion on the letter.

Councilperson Galvan requested a draft copy of what the mailer will say.

Councilperson Sharif encouraged the members of the community to participate in the townhall meeting to be held Friday, October 23, 2015 at the Dollarhide Community Center at 6 p.m. so they can hear the facts about Measure "S".

Councilperson Galvan withdrew his motion.

Mayor Brown withdrew her motion.

CITY ATTORNEY'S REPORTS

CLOSED SESSION

14. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager
Pursuant to California Government Code Section 54957

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

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

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

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

Mayor Brown requested that this item be pulled on behalf of Councilperson Galvan's request for additional information.

Councilperson Zurita requested that this item be heard at this time.

City Clerk Godwin stated that staff is prepared to offer a PowerPoint presentation.

Councilman Galvan stated that he believes the equipment is over-priced and can be purchased for 40% less than what this company is offering.

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

John Phillips, Reprographics Manager, offered a PowerPoint presentation detailing the reasons why the City Council should support the purchase of this equipment.

Councilperson Zurita asked that Mr. Phillips address whether or not the equipment is new or used.

Mr. Phillips answered that the requested equipment is new.

Mayor Brown requested the required output in the event the City makes this investment, i.e., a Compton Copy Center open to the public.

Mr. Phillips stated that the goal is to gradually build a print shop accessible to the public.

Mayor Brown stated that she needs more information in regards to the services provided now and the demand for those services, as well as the enhancements the new equipment will provide.

Mayor Brown requested a workshop be provided to the Council to further explain the direction of the City in terms of printing.

Councilperson Galvan commented that the commercial printing industry is virtually obsolete and being done by young guys in graphic design at a really inexpensive rate.

Mr. Phillips stated that a "Request For Proposals" was conducted and that staff selected the lowest responsive bid.

Councilperson Arceneaux asked Mr. Phillips if staff received more than three bids. Mr. Phillips answered that staff received other bids on the low-end scale.

On motion by Zurita, seconded by Arceneaux, **Resolution # 24,239** entitled "**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)**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

ABSTAIN: Council Members - Galvan

***Councilperson Galvan abstained because he feels the equipment is over-priced.**

Councilperson Zurita requested an itemized menu of the services that will be available to the City and the public.

Mayor Brown also requested an item be brought back to open up the print shop to the community.

City Clerk Godwin also noted that the City is in the process of hiring another staff person.

Mayor Brown asked that the department be opened up to internship possibilities.

#3.

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

On motion by Zurita, seconded by Arceneaux, **Resolution # 24,240** entitled "**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**" was approved, by the following vote on roll call:

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

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

City Manager Johnny Ford stated that this item was voted on during a previous meeting, wherein only three council members were in attendance. This is a budget amendment and requires four votes.

City Attorney Cornwell stated that the item made no reference to amending the budget so therefore the attendants of the review process would not have caught it.

On motion by Zurita, seconded by Arceneaux, **Resolution # 24,241** 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 PROFESSIONAL SERVICES AGREEMENT WITH MILLER SPATIAL SERVICES, LLC AND ISSUE A PURCHASE ORDER FOR \$100,000.00 TO PROVIDE GEOGRAPHIC INFORMATION SYSTEM DEVELOPMENT SERVICES FOR THE PUBLIC WORKS DEPARTMENT FOR FISCAL YEAR 2015-2016**" was approved, by the following vote on roll call:

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

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND CITY VENTURES, INC. TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN HOUSING SUCCESSOR-OWNED PROPERTY LOCATED AT 930 WEST COMPTON BOULEVARD

On motion by Zurita, seconded by Sharif, **Resolution # 24,242** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND CITY VENTURES, INC. TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN HOUSING SUCCESSOR-OWNED PROPERTY LOCATED AT 930 WEST COMPTON BOULEVARD**" 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

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND NEIGHBORHOOD HOUSING SERVICES, INC. TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN HOUSING SUCCESSOR-OWNED PROPERTY LOCATED AT 1434 WEST COMPTON BOULEVARD

Councilperson Zurita asked the City Manager if the City will be honoring the expiration dates of exclusive negotiation agreements.

City Manager Ford replied affirmatively.

Kofi Sefa'boayke, Director of the Successor Agency, explained the exclusive negotiation agreement process between the two entities.

Mayor Brown asked that staff bring forth the expired exclusive negotiation agreements for city council consideration.

On motion by Arceneaux, seconded by Sharif, **Resolution # 24,243** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND NEIGHBORHOOD HOUSING SERVICES, INC. TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN HOUSING SUCCESSOR-OWNED PROPERTY LOCATED AT 1434 WEST COMPTON BOULEVARD**" 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

APPROVAL OF WARRANTS

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

On motion by Zurita, seconded by Galvan, Warrant #230018 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

MEETING RECESSED TO CLOSED SESSION

The City Council meeting was recessed at 8:50 p.m. and reconvened at 10:30 p.m.

ROLL CALL

Council Members Present: Zurita, Arceneaux, Sharif, Brown

Council Members Absent: Galvan

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported out of closed session conference with legal counsel - Public Employee Discipline/Dismissal/Release pursuant to California Government Code Section 54957. In this matter, there was a request to terminate the City Manager contract of Johnny Ford. The entire City Council was present in closed session with the following votes: Zurita-yes, Galvan-yes, Arceneaux-yes, Brown-yes, and Sharif-no.

As it relates to Public Employee Appointment Title: City Manager. There was a motion and second to hire Roger Haley as City Manager effective immediately with terms of the contract to be voted on in open session at a subsequent meeting. The entire City Council was present for this vote: Brown-yes, Zurita-yes, Arceneaux-yes, Sharif no.

Mayor Brown introduced the new Compton City Manager Roger Haley.

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Welcomed Mr. Haley to the City of Compton.
- Invited the community to participate in the "Household Hazardous Waste & E-Waste" event to be held Saturday, October 17, 2015 from 9 a.m. to 3 p.m. at the Compton Woodley Airport.
- The Grocery Outlet will be replacing the Fresh N Easy market on Rosecrans and Central Avenue.
- Recognized the citizens and city staff for their efforts to make the "4th Annual Walk For A Cure" a success.

Meeting adjournments

Lenora Miliken

Jacqueline Sarah Hickman

Dorothy Dale Morrison

Councilperson Arceneaux offered the following communications/announcements:

- Welcomed Mr. Haley to the City of Compton.
- Stated that she had the opportunity to speak candidly with Mr. Ford about the city manager position and he informed her that he was ready for the reassignment.
- Congratulated Jewel & Maurice Shropshire on their 70th Wedding Anniversary.
- Asked that the City of Compton Welcome family banners be removed or replaced.
- Instructed the City Manager to establish a citywide program that removes posters and advertisements from utility poles.

- Requested a report back regarding the budget for maintenance and upkeep of the City's Access Channel.
- Recognized Third District Block Club representatives Gilda Bluford and Mrs. Wynn for their presentations during the townhall Sheriff meeting.

Meeting adjournments

Effie Gains

John Benson

Councilperson Sharif offered the following communications/announcements:

- Stated that her No vote was not against Mr. Haley but against the process. Ms. Sharif further stated that she is looking forward to working with Mr. Haley to resolve issues in the Fourth District.
- Our Lady of Victory will be hosting a "Community Health Fair" to be held Sunday October 18, 2015 at 600 East Palmer Street from 8 a.m. to 3 p.m.
- Invited the community to attend the "Townhall Meeting & Panel Discussion" to be held Friday, October 23, 2015 to discuss Bond Measure S at the Dollarhide Community Center beginning at 6:00 p.m.
- Compton Y.A.L. invited the community to participate in the "Community Garden Clean-Up and Restoration Event" to be held Saturday, October 24, 2015 at 700 North Alameda Street from 9 a.m. to 5 p.m.
- "A Business Roundtable Discussion" will be held Thursday, October 22, 2015 from 6 p.m. to 7:30 p.m. at Kelly Park.

Mayor Brown offered the following communications/announcements:

- Last week the City hosted the Walmart Supplier Summit at the Dollarhide Community Center wherein 60 local small businesses presented their wares to Wal-Mart representatives.
- Commented on the success of the Steak 'N' Shake Community Tour.
- Participated in the "4th Annual Walk For A Cure" last Saturday.
- Encouraged the members of the community to participate in the "Block Club Meet N Greet" to be held Saturday, October 17, 2015 from 9 a.m. to 11 a.m. at the Dollarhide Community Center. To RSVP please contact Pat Sweet at (310) 605-6329.
- "Monthly Mayor's Conference Call" with community leaders and stakeholders will take place Monday, November 16, 2015 from 6 p.m. to 7 p.m.
- "Compton's Got Talent Community Unity Talent Show" will be held Saturday, November 21, 2015.
- Congratulated the Sheriffs' Department for receiving a grant to establish a new human trafficking bureau at the Compton Station.
- Requested the fee schedule for filming in the City of Compton

Resident Concerns

- 1) Received several complaints about liquor stores having increased loitering and incubating illegal activity.
- 2) The closed down service station on Central and Compton Boulevard is being used to sell what looks like narcotics.

ADJOURNMENT

On motion by Arceneaux, seconded by Zurita, the meeting was adjourned at 10:56 p.m. in memory of **Lenora Milliken, Jacqueline Sarah Hickman, Dorothy Dale-Morrison Gordan, Effie Gains,** and **John Benson,** by the following vote on roll call:

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

City Clerk of the City of Compton

Mayor of the City of Compton

October 27, 2015

TO: CHAIRPERSON & DIRECTORS

FROM: CITY CONTROLLER

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

SUMMARY

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

BACKGROUND

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

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

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

Public Finance Authority
Page 2 of 4

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

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

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

STATEMENT OF ISSUE

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

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

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

Public Finance Authority
Page 3 of 4

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

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

Bank Balance
10/15/2015

Capital Project Account	\$ 8,946,027
Reserve Account (Lease Revenue Bonds Fund)	<u>3,949,138</u>

Total balance at US Bank	<u>\$ 12,895,165</u>
---------------------------------	-----------------------------

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

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

#4.

**Public Finance Authority
Page 4 of 4**

RECOMMENDATION

It is recommended that the Chairperson and Board of Directors receive and file this report.

**STEPHEN AJOBIEWE
CITY CONTROLLER**

APPROVED FOR FORWARDING:

**ROGER L. HALEY
CITY MANAGER**

October 27, 2015

TO: **THE HONORABLE MAYOR & COUNCIL MEMBERS**

FROM: **CITY CONTROLLER**

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

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

	Fiscal Year 2015/2016	Fiscal Year 2014/2015
Sales Tax Rate Imposed by State of California	7.50%	7.50%
Sales Tax Rate Imposed by Los Angeles County	1.50%	1.50%
Sales Tax Rate Imposed by City of Compton	<u>0.00%</u>	<u>0.00%</u>
Total Sales Tax Rate	<u>9.00%</u>	<u>9.00%</u>

Actual Sales Tax amount received as of October 15 \$ 255,211 \$ 675,699

The portion of the **9%** sales tax rate receivable by the City of Compton is approximately **1%**. The City has received **\$255,211** as part of the Sales and Use Tax revenue for the 2015/2016 Fiscal Year. The City budgeted to receive a total of **\$7,560,540** in Sales and Use Tax revenue during Fiscal Year 2015/2016.

Thank you.

STEPHEN AJOBIEWE
CITY CONTROLLER

ROGER L. HALEY
CITY MANAGER

October 27, 2015

TO: CHAIRPERSON & DIRECTORS

FROM: CITY CONTROLLER

SUBJECT: **BOARD OF DIRECTORS OF THE PUBLIC FINANCE
AUTHORITY – A REPORT OF THE CITY OF
COMPTON 2015/2016 TAX AND REVENUE
ANTICIPATION NOTES**

SUMMARY

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

BACKGROUND

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

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

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

STATEMENT OF ISSUE

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

#6.

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

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

As of October 15, 2015 the total amount of **\$4,848,690** from the proceeds of the TRANS has been utilized to pay the Los Angeles County Sheriff for the law enforcement services within the City. The breakdown of the amount is as follows:

Description	Month Paid	Amount
LA County Sheriff	September 2015	\$ 3,207,611
LA County Sheriff	October 2015	<u>1,641,079</u>
	Total	<u>\$ 4,848,690</u>

The balance of the proceeds of the TRANS not yet spent as of October 15, 2015 was **\$4,873,500**. The analysis of the balance is as follows:

	Amount
Net proceeds of the TRANS	\$ 9,712,500
Add: Interest and other amount credited	<u>9,690</u>
	9,722,190
Less: Payments to LA County Sheriff	<u>4,848,690</u>
Balance of the TRANS not yet spent	<u>\$ 4,873,500</u>

**Public Finance Authority
Page 3 of 3**

RECOMMENDATION

It is recommended that the Chairperson and Board of Directors receive and file this report.

**STEPHEN AJOBIEWE
CITY CONTROLLER**

APPROVED FOR FORWARDING:

**ROGER L. HALEY
CITY MANAGER**

October 27, 2015

TO: THE HONORABLE MAYOR & COUNCIL MEMBERS

FROM: CITY CONTROLLER

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

SUMMARY

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

BACKGROUND

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

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

1. A minimum gross revenue license fee of \$104,166.66 per month; or
2. A percentage of the monthly gross revenues of the Casino's gaming business as indicated below:

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

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

#7.

<u>Gaming Revenue</u>	<u>Fee</u>
• \$0 to \$850,000.00	\$20,000
• \$850,000.01 to \$1,200,000.00	16.0%
• Over \$1,200,000.01	17.0%

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

1. A minimum gross revenue license fee of \$104,166.66 per month = = WAIVED
2. A percentage of the monthly gross revenues of the Casino's gaming business as indicated below:

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

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

STATEMENT OF ISSUE

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

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

The Casino License Fee
Page 3 of 3

Celebrity Casino Inc. usually provides the fee payment and the accompanying report of revenue collections of the gaming business, to the City of Compton on the tenth day after the end of each relevant month. As of time of writing this report the fee payment and the associated report have not been received.

FINANCIAL IMPACT

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

RECOMMENDATION

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

STEPHEN AJOBIEWE
CITY CONTROLLER

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

October 27, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: CITY ATTORNEY
SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8836/LI0000556A

SUMMARY

Council will consider the claim of Richard Hamilton-Meza (Claim No. I-8836/LI0000556A), presented to the City on September 4, 2015, pursuant to Govt. Code §§ 915, 912.4(a) and 912.6(a).

BACKGROUND

Mr. Hamilton-Meza presented the above-referenced claim to the City Controller's Office on September 4, 2015. Mr. Hamilton-Meza claims that on July 4, 2015, two vehicles were damaged by the use of fireworks on July 4, 2015. Claimant alleges that the roof to his vehicles were used to light fireworks. Claimant further alleges that the City is responsible for the damage because they authorized the use of fireworks in the City.

The City is not responsible for damage caused by third persons.

FINANCIAL IMPACT

Nine Hundred Sixty Six Dollars and Eighteen Cents (\$966.18).

RECOMMENDATION

Staff recommends that this claim be denied.

_____/S/
CRAIG J. CORNWELL
CITY ATTORNEY

October 27, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8838/LI00000560A

SUMMARY

Council will consider the claim of Arun Stret (Claim No. I-8838/LI0000560A), presented to the City on September 10, 2015, pursuant to Govt. Code §§ 915, 912.4(a) and 912.6(a).

BACKGROUND

On September 10, 2015, this claim was presented to the City Controller by an attorney representing Arun Stret for personal injury. Based upon the allegations contained in the Claim, the alleged injury to Claimant arises from a traffic collision that occurred on April 26, 2015. The traffic collision involved a vehicle driven by Claimant and another driven by a Deputy employed by the Los Angeles County Sheriff's Office.

Claimant alleges that the City of Compton negligently employed, trained and supervised the Deputy Sheriff of the Los Angeles County Sheriff's Department. As you know, the City does not employ, train or supervise the Los Angeles County Sheriff Deputies, but only contracts with them for law enforcement services.

Accordingly, we have referred this claim to Los Angeles County Counsel, which represents and defends the Los Angeles County Sheriff's Department against claims of this sort. In so doing, the City has fulfilled its duty pursuant to the City-County Municipal Law Enforcement Services Agreement. That agreement requires the City to provide formal notice of the claim to the County. The City has also given the County notice of its intent to tender the defense to, and seek indemnity from, in connection with the claim and any resulting lawsuit which might follow.

FINANCIAL IMPACT

In excess of Twenty Five Thousand Dollars (\$25,000).

RECOMMENDATION

Staff recommends that this claim be denied.

_____/S/
CRAIG J. CORNWELL
CITY ATTORNEY

October 27, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8842/LI0000564A

SUMMARY

Council will consider the claim of John Armstrong (Claim No. I-8842/LI0000564A), presented to the City on September 15, 2015, pursuant to Govt. Code §§ 915, 912.4(a) and 912.6(a).

BACKGROUND

On September 15, 2015, an attorney representing John Armstrong presented the above Claim to the City Controller for injury he sustained when he was bitten by a dog at Vanguard Middle School in Los Angeles on March 27, 2015. Claimant alleges that the public entity failed to properly maintain school property in a safe condition.

Compton Unified School District is a separate legal entity from the City. In addition, Vanguard Middle School is situated in the unincorporated area of Los Angeles County to the west of the City of Compton. Therefore, this incident is outside of the scope of the City's jurisdiction and the City has no liability.

FINANCIAL IMPACT

Unknown at this time but Claimant has estimated damages within the jurisdiction of an unlimited civil case.

RECOMMENDATION

Staff recommends that this claim be denied.

_____/S/
CRAIG J. CORNWELL
CITY ATTORNEY

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: POWER POINT PRESENTATION - Central Avenue Street Corridor
(Public Works Department)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

10/5/2015 10:37:16 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

10/6/2015 5:07:35 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

10/6/2015 3:58:38 PM
DATE

Johnny Ford
CITY MANAGER

10/6/2015 10:31:25 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 27, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: REQUEST TO SCHEDULE A PUBLIC HEARING: AN APPEAL OF PLANNING COMMISSION DECISION ON CONDITIONAL USE PERMIT CASE NO. 2781, A REQUEST TO ALLOW THE SALE OF ALCOHOL, BEER AND WINE (A TYPE 21 ALCOHOL LICENSE), AN ACCESSORY USE TO A CONVENIENCE STORE LOCATED AT 200 W. ROSECRANS AVE., COMPTON

On October 14, 2015 the Planning Commission held a public hearing on a request to allow the sale of alcohol, beer and wine as an accessory to use to a convenience store located at 200 W. Rosecrans Ave., Compton. After due consideration, Conditional Use Permit Case No. 2781 was denied by the Planning Commission.

The applicant has appealed that decision to City Council. Planning Commission appeals must be considered at an advertised public hearing. Staff recommends that Council schedule a public hearing on this matter for **Tuesday, November 17, 2015 at 3:35 p.m.**

STEVEN MASURA
COMMUNITY DEVELOPMENT DIRECTOR

ROGER L. HALEY
CITY MANAGER

October 27, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT WITH RON'S MAINTENANCE, INC. FOR CITY-WIDE CATCH BASIN CLEANING SERVICES (\$154,836)

SUMMARY

This Resolution authorizes the City Manager to enter into a Maintenance and Monitoring Agreement with Ron's Maintenance, Inc. for City-wide catch basin cleaning services for two (2) years (July 1, 2015 through June 30, 2017) at a cost of One Hundred Fifty Four Thousand Eight Hundred Thirty Six Dollars (\$154,836.00) per year.

BACKGROUND

The County of Los Angeles Department of Public Works requires the City of Compton to comply with the State Mandated Storm Water Program Trash TMDL (Total Maximum Daily Load) requirements of certain catch basin inserts.

To assist communities to comply with this requirement, the Los Angeles Gateway Region, Integrated Regional Water Management Joint Powers Authority (IRWMP, JPA) applied for a State grant to install catch basin inserts throughout the Gateway Cities region.

In 2009, the IRWMP JPA, in which the City of Compton is a member, was awarded a \$10 million dollar grant for the installation of catch basin inserts. The City of Compton has a total of 1,782 catch basins of which 1,683 were retrofitted with the new inserts and 99 were not. The cities that had inserts installed are responsible for the cleaning of these catch basins.

As such, on behalf of the Gateway Cities, on June 30, 2011 the IRWMP JPA conducted a competitive bidding process for the cleaning of catch basins for the Gateway Cities region in which Ron's Maintenance, Inc. was chosen as the most responsible bidder.

The Contractor is to inspect, clear all debris and perform any required minor repairs to catch basins within the jurisdiction of the Contracting Agencies a minimum of one time between May 1 and September 30 of each year. In addition, the Contractor shall perform one inspection of all catch basins within the jurisdiction of the contracting Agencies during the months of October, January and April.

#13.

The Contractor shall immediately clean any catch basin sumps found to have a blocked screened inlet, screened outlet, or be at least forty percent (40%) full of trash and debris. Contractor shall make minor repairs to any catch basin trash screen or trash collection device that is damaged. Contractor shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the contracting Agencies within twenty-four (24) hours of discovery.

For the City of Compton to be effective and not reduce storm water inflow capacity, the catch basin inserts should be cleaned at least 4 times annually. The contract cost to clean 547 ARS CD (Automatic Retractable Screen Catch Basins), 1,136 CPS (Connection Pipe Screen Catch Basins) and 99 Unmodified Catch Basins inserts 4 times annually at a cost stated below.

Ron's Maintenance, Inc.

	<u># Units</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u># Occurrences</u>	<u>Annual Total</u>
ARS CB	547	\$22 each	\$12,034	4	\$ 48,136
CPS CB	1136	\$22 each	\$24,992	4	\$ 99,968
Non-retrofitted					
CB	<u>99</u>	\$17 each	<u>\$1,683</u>	4	<u>\$ 6,732</u>
Grand Total	1782		\$38,709		\$154,836

**LACFCD includes the following fees: dry weather and storm season inspection and clean out fees, contract administration (4.74/visit), liability insurance (4%), disposal and reimbursement fees used to determine annual average cost per catch basin.*

STATEMENT OF THE ISSUE

On May 7, 2013, pursuant to Resolution No. 23,749, the City Council authorized the City Manager to enter into an agreement with Ron's Maintenance, Inc. in the amount of \$154,836 per year to provide City-wide catch basin cleaning services from July 1, 2012 through June 30, 2015.

Ron's Maintenance, Inc. (RMI) is a highly respected, service-oriented company specializing in performing catch basin cleanout and storm drains maintenance services for more than 21 years. Ron's Maintenance has provided these services to the City of Compton for over 8 years.

The City of Compton is required to inspect, clear all debris, and perform any required minor repairs to the catch basins prior to the upcoming rainy season. Because RMI is very familiar with the City's catch basin cleaning process, the time sensitive nature of the work, and RMI has been instrumental in assisting the City in maintaining compliance with the State Mandated Water Program Trash TMDL (Total Maximum Daily Load) requirements by keeping our catch basins cleaned and repaired at least four (4) times a year, no competitive bids process was conducted.

Therefore, to avoid any interruption in the maintenance of the City's catch basins cleaning, staff is requesting that the City Manager be authorized to enter into a Maintenance and Monitoring Agreement with Ron's Maintenance, Inc. for City-wide catch basin cleaning services for two (2) fiscal years, July 1, 2015 through June 30, 2017.

FISCAL IMPACT

The funds for payment of services rendered in the first contract year in the amount of \$154,836.00 are available in the Public Works Department's 2015-2016 Fiscal Year budget in Account No. 1012-720-000-4269. Funds for services to be rendered in the second year of the contract in the amount of \$154,836 will be allocated in the Department's Fiscal Year 2016-2017 budget.

ALTERNATIVE

The City desires to extend the terms of the agreement for an additional two (2) year term from July 1, 2015 through June 30, 2017 in order to be in compliance with the State Mandated Storm Water Program Trash requirements. Therefore, no other alternative is being proposed at this time.

STAFF RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

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

APPROVED FOR FORWARDING

**ROGER HALEY
CITY MANAGER**

RH/GK/JS

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR
AGREEMENT WITH RON'S MAINTENANCE, INC. FOR CITY-WIDE CATCH
BASIN CLEANING SERVICES (\$154,836)**

WHEREAS, the County of Los Angeles Department of Public Works requires the City of Compton to comply with the State Mandated Storm Water Program Trash TMDL (Total Maximum Daily Load) requirements of certain catch basin inserts; and

WHEREAS, to assist communities to comply with this requirement, the Los Angeles Gateway Region, Integrated Regional Water Management Joint Powers Authority (IRWMP, JPA) applied for a State grant to install catch basin inserts throughout the Gateway Cities region; and

WHEREAS, in 2009, the IRWMP JPA, in which the City of Compton is a member, was awarded a \$10 million dollar grant for the installation of catch basin inserts and the City of Compton has a total of 1,782 catch basins of which 1,683 were retrofitted with the new inserts and 99 were not and the cities that had inserts installed are now responsible for the cleaning of these catch basins; and

WHEREAS, as such, on behalf of the Gateway Cities, on June 30, 2011, the IRWMP JPA conducted a competitive bidding process for the cleaning of catch basins for the Gateway Cities region in which Ron's Maintenance, Inc. was chosen as the most responsible bidder; and

WHEREAS, on May 7, 2013, pursuant to Resolution No. 23,749, the City Council authorized the City Manager to enter into an agreement with Ron's Maintenance, Inc. in the amount of \$154,836 per year to provide City-wide catch basin cleaning services from July 1, 2012 through June 30, 2015; and

WHEREAS, Ron's Maintenance, Inc. (RMI) is a highly respected, service-oriented company specializing in performing catch basin cleanout and storm drains maintenance services for more than 21 years and Ron's Maintenance has provided these services to the City of Compton for over 8 years; and

WHEREAS, the City of Compton is required to inspect, clear all debris, and perform any required minor repairs to the catch basins prior to the upcoming rainy season; and

WHEREAS, Ron's Maintenance, Inc. is very familiar with the City's catch basin cleaning process and has been instrumental in assisting the City in maintaining compliance with the State Mandated Water Program Trash TMDL (Total Maximum Daily Load) requirements by keeping our catch basins cleaned and repaired at least four (4) times a year; and

WHEREAS, to avoid any interruption in the maintenance of the City's catch basins cleaning, staff in requesting that the City Manager be authorized to enter into a Maintenance and Monitoring Agreement with Ron's Maintenance, Inc. for City-wide catch basin cleaning services for two (2) fiscal years, July 1, 2015 through June 30, 2017; and

WHEREAS, the funds for this expenditure are available in the Public Works Department's 2015-2016 Fiscal Year budget.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into an agreement with Ron’s Maintenance, Inc. to provide catch basin cleaning services for two (2) years, July 1, 2015 through June 30, 2017.

SECTION 2. That the City Manager is hereby authorized to issue a purchase order to Ron’s Maintenance, Inc. in an amount not to exceed \$154,836.00 for services rendered in Fiscal Year 2015-2016.

SECTION 3. That the funds for these expenditures are in the Public Works and Municipal Utilities Department’s 2015-2016 Fiscal Year budget in Account No. 1012-720-000-4269 in an amount not to exceed \$154,836. Funds in the amount of \$154,836 will be allocated in the Department’s Fiscal Year 2016-2017 budget.

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 the 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

**MAINTENANCE AND MONITORING AGREEMENT
BETWEEN
CITY OF COMPTON
AND
RON'S MAINTENANCE, INC.
[Catch Basin Cleanout Services]**

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 **RON'S MAINTENANCE, INC.**, (hereinafter referred to as "**CONTRACTOR**") located at 5428 South Broadway, Los Angeles, California 90037, pursuant to Resolution No. _____, adopted _____ 2015.

WITNESSETH

That the **CITY** and **CONTRACTOR**, for the consideration, terms and conditions herein described, mutually agree as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

CONTRACTOR shall perform in a professional manner, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for all the required tasks necessary for providing the following services:

Inspection and Cleaning Procedures:

- Inspect the condition of catch basin grates, Automatic Retractable Screen ("ARS") Catch Basins and Connection Pipe Screen ("CPS") Catch Basins units; the legibility of "no dumping" signage/stencils; and note any build-up of debris outside the catch basin.
- Note the type and quantity of materials removed from each catch basin and storm drain; document any signs of vector/rodent habitats.
- Look for evidence of illegal dumping of hazardous wastes and immediately notify the **CITY** of materials encountered.
- Provide photographic (before and after cleaning activities) documentation of inspection and cleaning activities; minimum of 5 photographs of each basin
- Document all information from inspections/cleaning, repair and stenciling activities.

On-Going Inspections:

- Perform inspections of all identified catch basins during months of October, January and April (on an annual basis).
- Clean catch basins having blocked screen inlets, blocked screen outlets or are 40% full of trash and debris.
- Document inspection results along with providing photographic documentation.

#13.

**Maintenance and Monitoring Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout Service – FY's 2015-2017
Public Works/Resolution No. _____**

- Inspect, clear all debris and perform any required minor repairs to catch basins within the jurisdiction of the **CITY** a minimum of one time between May 1 and September 30 of each year.

Minor Repairs:

- Make minor repairs to screens and trash collection devices that have minor damage.
- Damage beyond **CONTRACTOR's** capabilities will be reported to the **CITY** with 24 hours of discovery.

Vector/Rodents:

- Report to **CITY** within 24 hours of discovery, evidence of vector or rodent breeding/living activities in catch basins/storm drains.

As more fully described within **CONTRACTOR's "Proposal"** (submitted to Gateway Authority) for Municipal Storm Sewer Catch Basin Maintenance, dated June 30, 2011 and incorporated by this reference.

CONTRACTOR agrees to perform all the said work and furnish all the said materials at its own cost and expense as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the **CITY**, the work herein set forth.

CONTRACTOR shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by **CONTRACTOR** in connection with this work.

CONTRACTOR agrees to be responsible for furnishing all said labor, materials, equipment, tools and services; furnishing and removing, tools and equipment, and doing everything required by the Agreement; for all expenses arising from the suspension or discontinuance of work, except as are expressly stipulated to be borne by said **CITY**; and for completing the work in accordance with the requirements of this Agreement.

2. TERM OF CONTRACT:

The term of this Agreement shall extend from July 1, 2015 through June 30, 2017, unless this Agreement is terminated earlier as provided herein.

3. COMPENSATION:

The method of payment for this Contract will be on **Price Per Unit** as follows:

	<u># Units</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u># Occurrences</u>	<u>Annual Total</u>
ARS CB	547	\$22 each	\$12,034	4	\$ 48,136
CPS CB	1136	\$22 each	\$24,992	4	\$ 99,968

**Maintenance and Monitoring Agreement – Ron’s Maintenance, Inc.
Catch Basin Cleanout Service – FY’s 2015-2017**

	Public Works/Resolution No. _____			
Non-retrofitted CB	<u>99</u>	\$17 each	<u>\$1,683</u>	4
Grand Total	1782		\$38,709	\$ 6,732
			\$154,836	

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

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the **CONTRACTOR**. If **CONTRACTOR** fails to submit the required deliverable items according to schedule or as required by the provisions of this Agreement, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

CONTRACTOR shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized invoices for services completed. Invoices shall be submitted after the performance of work for which the **CONTRACTOR** is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Director of the Public Works Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220**.

It is understood and agreed that the maximum amount of compensation payable to **CONTRACTOR** for services performed and completed each fiscal year of this Agreement is limited to the sum of **One Hundred Fifty Four Thousand Eight Hundred Thirty Six Dollars (\$154,836.00)**.

The **CONTRACTOR** is required to comply with all federal, state and local laws and ordinances applicable to the work.

In the event of termination, the **CONTRACTOR** shall be entitled to compensation for the reasonable value of undisputed 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, records, materials and work product 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 warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **CONTRACTOR** shall not at any time or in any manner, represent that **CONTRACTOR** is in any manner officers, employees, agents or volunteers of the **CITY**. **CONTRACTOR** shall obtain no rights to retirement, health care or any

Maintenance and Monitoring Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout Service – FY's 2015-2017
Public Works/Resolution No. _____

other benefit that accrue to **CITY** officials, officers, or employees. **CONTRACTOR** expressly waives any claim to such rights.

5. SUCCESSORS, ASSIGNMENT AND DELEGATION

CITY and the **CONTRACTOR** each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the **CONTRACTOR** assign any monies due or to become due to it hereunder, without the previous written consent of the **CITY**. Any attempted assignment of this Contract without the written consent of both parties is void.

6. 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.

7. INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including 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 in any way resulting from or arising out of the negligent or intentional acts or omissions for **CONTRACTOR**, its officers, employees, subcontractors or agents on account of the performance or character of this work.

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

**Maintenance and Monitoring Agreement – Ron’s Maintenance, Inc.
Catch Basin Cleanout Service – FY’s 2015-2017
Public Works/Resolution No. _____**

8. INSURANCE:

8.1 Insurance Requirements. The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section 8.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor’s indemnification of the City, Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. ***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.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.

8.2 Minimum Scope of Insurance. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work.

All insurance required hereunder shall be primary with respect to any insurance maintained by the City and shall not call on the City’s program for contributions. Program(s) of insurance shall include:

8.2.1 Commercial General Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

8.2.2 Workers’ Compensation Insurance. Contractor shall provide and Maintain at its own expense during the term of this Agreement a program of Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance, with a limit of not less than \$1,000,000.00 per accident for bodily injury and disease.

8.2.3 Automotive Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a program of insurance with a limit of liability of not less than **One Million Dollars (\$1,000,000.00)** for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor’s own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees).

**Maintenance and Monitoring Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout Service – FY's 2015-2017
Public Works/Resolution No. _____**

8.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

8.3.1 The policy or policies of insurance required by Section 8.2.1 (Commercial General Liability) shall be endorsed to provide the following:

.a Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be named as **"additional insured"** with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

.b Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Contract.

.c Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

8.3.2 The policy or policies of insurance required by Section 8.2.2 (Automobile Liability) shall be endorsed to provide the following:

.a Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

8.3.3 The policy or policies of insurance required by Section 8.2.4 (Workers' Compensation) shall be endorsed to provide the following:

.a Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

.b Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

8.4 Waiver of Subrogation. Required insurance coverage's shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

8.5 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

**Maintenance and Monitoring Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout Service – FY's 2015-2017
Public Works/Resolution No. _____**

8.6 Evidence of Insurance. The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

8.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

8.8 Insurance for Subcontractors. All subcontractors shall be included as additional insured's under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an **"additional insured"** to the subcontractor's policies.

9. PERMITS AND LICENSES

CONTRACTOR, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the **CONTRACTOR**.

Upon execution of this Agreement, the **CONTRACTOR** shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

10. WARRANTIES

The **CONTRACTOR** guarantees all work performed on the job against defective workmanship for a period of one (1) year following completion of the project.

If within one (1) year after the date of completion of the Agreement, any of the work is found to be defective or not in accordance with the Contract documents, the **CONTRACTOR** shall correct it promptly after receipt of a written notice from the **CITY** to do so, at the **CONTRACTOR'S** expense.

This obligation shall survive termination of the Contract. The **CITY** shall give notice promptly after discovery of the condition.

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the **CONTRACTOR**, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the **CONTRACTOR**, any fee, commission, percentage, brokerage fee, gift or

**Maintenance and Monitoring Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout Service – FY's 2015-2017
Public Works/Resolution No. _____**

contingent fee. For breach or violation of this warranty, the **CITY** has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. FEDERAL AND STATE WITHHOLDING TAXES

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

12. COMPLIANCE WITH LAW

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws, including compliance with the Air Quality Management District (AQMD) standards and orders.

13. 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.

14. 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 **CONTRACTOR** or any of **CONTRACTOR's** subcontractors), 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 Contract upon any event that renders performance impossible. In such case, **CITY** shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

15. TERMINATION

Notwithstanding any other provision of this Agreement, this Agreement may be terminated as follows:

A. The **CONTRACTOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the **CITY** may, without prejudice to any other right or remedy and after giving

**Maintenance and Monitoring Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout Service – FY's 2015-2017
Public Works/Resolution No. _____**

the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

B. The **CONTRACTOR** persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

C. The **CONTRACTOR** fails to perform or breaches any material obligation under this Agreement, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

D. The **CITY** may terminate this Agreement at any time by giving thirty (30) days written notice of termination to **CONTRACTOR**. If the **CITY** gives such notice of termination, **CONTRACTOR** shall cease immediately all work in progress, unless otherwise directed by the **CITY**. Upon termination **CONTRACTOR** shall furnish to the **CITY** a final invoice for work performed.

16. AMENDMENTS

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

17. GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by and construed under the laws of the State of California. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

18. CONTRACTOR's BOOKS AND RECORDS

CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charges to the **CITY** for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written

**Maintenance and Monitoring Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout Service – FY's 2015-2017
Public Works/Resolution No. _____**

request by the **CITY** or a designated representative. Copies of such documents shall be provided to the **CITY** for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at **CONTRACTOR's** address indicated for receipt of notices in this Agreement.

19. EXAMINATION AND AUDIT

This Contract shall be subject to examination and audit of the State Auditor of the State of California and any duly authorized representative of the federal government, at the request of the **CITY**, or as part of any audit of the **CITY**, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

20. EXTENT OF AGREEMENT

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the **CITY**.

21. 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 three (3) business days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONTRACTOR:

**RON'S MAINTENANCE, INC.
5428 South Broadway Street
Los Angeles, California 90037
(562) 861-2430
(562) 861-2418 – fax.
Attn: Ron Norman, President**

TO CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director of Public Works
(310) 605-5505
(310) 605-6236 – fax.**

With copy to:

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

Compton

**Maintenance and Monitoring Agreement – Ron’s Maintenance, Inc.
Catch Basin Cleanout Service – FY’s 2015-2017
Public Works/Resolution No. _____**

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.

22. CERTIFICATIONS

CERTIFICATIONS OF CONTRACTOR

I, Ron Norman, **HEREBY CERTIFY** that I am the President, and duly authorized representative of the **CONTRACTOR** firm of **Ron’s Maintenance, Inc.**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

#13.

**Maintenance and Monitoring Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout Service – FY's 2015-2017
Public Works/Resolution No. _____**

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

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

Ron Norman, President

(Date)

23. MISCELLANEOUS

CONTRACTOR and **CITY** acknowledge that the terms of this Agreement have been mutually negotiated and that such documents shall not be interpreted against either **CITY** or **CONTRACTOR** on the basis that either party was responsible for or in control of the drafting of such documents.

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.

**RON'S MAINTENANCE, INC.
CONTRACTOR**

Dated: _____

By _____
Ron Norman, President

**CITY OF COMPTON
Recommended for Approval:**

Maintenance and Monitoring Agreement – Ron’s Maintenance, Inc.
Catch Basin Cleanout Service – FY’s 2015-2017
Public Works/Resolution No. _____

By _____
Glen Kau, P.E., Director
Public Works & Municipal Utilities Department

Dated: _____

Approved by:

Dated: _____

By _____
Roger Haley, 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 A MULT-YEAR AGREEMENT WITH RON’S MAINTENANCE, INC. FOR CITY-WIDE CATCH BASIN CLEANING SERVICES (\$154,836)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

10/13/2015 11:44:47 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

10/20/2015 3:11:15 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

10/15/2015 10:25:13 AM
DATE

Johnny Ford
CITY MANAGER

10/13/2015 4:34:12 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 MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES
DEPARTMENT'S 2015-2016 FISCAL YEAR BUDGET TO COMPLETE
THE STREET REHABILITATION PROJECT CDBG #13-02 (\$884,946)**

SUMMARY

This Resolution amends the Public Works / Municipal Utilities Department's 2015-2016 Fiscal Year budget to allocate funds necessary to complete the Street Rehabilitation Project CDBG #13-02.

BACKGROUND

Street Rehabilitation Project CDBG #13-02 provides necessary improvements to approximately 5.5 miles of streets within eligible Community Development Block Grant (CDBG) areas throughout the City of Compton. Specific improvements included removal and replacement of failed pavement sections, placement of 2-inch thick asphalt overlays across the entire street width, removal and replacement of damaged curbs, gutters and sidewalks, and removal and replacement of existing neighborhood traffic calming devices. Also, new pedestrian ramps were installed, existing pedestrian ramps were re-constructed to current standards, and existing roadway signing and striping were removed and replaced.

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; 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 in the above paragraph impacted the initial construction schedule which requires an additional 64 working days (a total of 124 working days) of contract time to be added to properly close out the project.

#14.

Staff Report – Resolution Amending Public Works
2015-16 FY Budget Transfer Funds
Street Rehabilitation Project CDBG #13-02
October 20, 2015, page 2 of 2

STATEMENT OF THE ISSUE

In order to amend the Public Works / Municipal Utilities 2015-2016 Fiscal Year budget, City Council's authorization is necessary.

FISCAL IMPACT

To properly fund the project, \$884,946 needs to be brought forth to this year's budget which consists of \$686,713 from FY 14-15 as a part of the original contract. The remaining \$198,233 was provided pursuant to Resolution No. 24,163 through a substantial amendment, to be used in FY 2015-16.

Under the initial schedule, the funding was available such that a major portion of the project and funds would have been completed within FY 2014-15, and the remainder of the project and funding would have been expended in FY 2015-16.

The FY 2015-16 budget would be amended as follows:

Move unexpended funds from the prior year to current year budget by increasing expenditures and revenues.

Increase Expenditure for FY 15-16:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
280072C1494269	Other Contract Services	\$884,946.00
Total:		\$884,946.00

Increase Revenue for FY 15-16:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
28000000003583	HUD Revenue	\$884,946.00
Total:		\$884,946.00

ALTERNATIVE

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

RECOMMENDATION

The Public Works / Municipal Utilities Department is requesting that the City Council amend the Public Works/Municipal Utilities Department 2015-2016 Fiscal Year budget for the Street Rehabilitation Project CDBG #13-02 as presented above.

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

APPROVED FOR FORWARDING

**ROGER L. HALEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT’S
2015-2016 FISCAL YEAR BUDGET TO COMPLETE THE STREET
REHABILITATION PROJECT CDBG #13-02 (\$884,946)

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, asphalt overlays are important asset management measures to restore the pavement life for distressed streets; and

WHEREAS, 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 plus \$209,100 for contingency for a total \$2,300,173.36, to provide contracting services for CDBG #13-02 Street Rehabilitation Project; and

WHEREAS, due to unforeseen challenges such as design deficiencies, additional construction quantities, various change orders, revised scope of services which included the rehabilitation of two additional streets (Acacia and Aprilia) were added to the project scope of services which entailed new rehabilitation/resurfacing plans resulting in increased construction costs and time; and

WHEREAS, to properly fund the project, \$884,946.00 needs to be brought forth to this year’s budget which consists of \$686,713 from FY 14-15 as a part of the original contract. The remaining \$198,233 was provided pursuant to Resolution No. 24,163 through substantial amendment; and

WHEREAS, the Public Works/Municipal Utilities 2015-2016 Fiscal Year needs to be amended to move unexpended funds from the prior year to current year budget by decreasing expenditures and revenues from last fiscal year budget (FY 2014-15) and increasing expenditures and revenues this fiscal year (FY 2015-16).

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

SECTION 1. That the Public Works/Municipal Utility Department’s 2015-2016 Fiscal Year budget is hereby authorized to be amended to move unexpended funds from the 2014-15 Fiscal Year budget to the current fiscal year budget as follows:

Increase Expenditure for FY 15-16:

Account No.	Account Description	Amount
280072C1494269	Other Contract Services	\$884,946.00
Total:		\$884,946.00

Increase Revenue for FY 15-16:

Account No.	Account Description	Amount
28000000003583	HUD Revenue	\$884,946.00
Total:		\$884,946.00

RESOLUTION NO. _____
Page 2

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

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT:

Public Works-Engineering

RESOLUTION TITLE:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT’S 2015-2016 FISCAL YEAR BUDGET TO COMPLETE THE STREET REHABILITATION PROJECT CDBG #13-02 (\$884,946)

Glen Kau

DEPARTMENT MANAGER’S SIGNATURE

10/12/2015 9:46:37 AM

DATE

REVIEW / APPROVAL

Ruth Rugley

CITY ATTORNEY

10/15/2015 2:31:02 PM

DATE

Stephen Ajobiewe

CITY CONTROLLER

10/15/2015 10:12:41 AM

DATE

Kelly Montgomery

CITY MANAGER

10/8/2015 2:04:07 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 27, 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 ENTER INTO A MULTI-YEAR
AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO TECS
ENVIRONMENTAL COMPLIANCE SERVICES FOR THE NATIONAL
POLLUTANT DISCHARGE ELIMINATION SYSTEM COMPLIANCE
PROGRAM SERVICES (\$188,500)**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a two (2) year (July 1, 2015 through June 30, 2017) professional services agreement with and issue a purchase order in the amount of **(\$188,500)** to TECS Environmental Compliance Services ("TECS") for the National Pollutant Discharge Elimination System ("NPDES") compliance program services.

BACKGROUND

As authorized by the Clean Water Act, the U.S. Environmental Protection Agency ("USEPA") administers the NPDES permit program which controls water pollution by regulating point sources that discharge pollutants into waters of the United States. Point sources are conveyances such as drainage pipes or man-made channels, ditches. Individual homes that discharge storm water to a municipal street's curb and gutter do not need a NPDES permit; however, industrial, municipal and other facilities must obtain permits if their discharges go directly to receiving water systems such as municipal street's curb and gutter, catch basin, storm drain systems, etc.

In most cases, the NPDES permit program is administered by authorized states. In California, the State Regional Water Quality Control Board establishes policies and regulations that help protect and restore water quality.

Since its introduction in 1972, the NPDES permit program is responsible for significant improvements to our nation's water quality. Compliance with NPDES permitting rules is multi-faceted and very time consuming. The Public Works/Municipal Utilities Department does not have sufficient staff resources to perform all the tasks required by the complexity of the NPDES permit program.

Among other things, the NPDES permit program calls for extensive monitoring of discharges from outfalls, the creek, river, and new developments. It also requires the Stormwater Management Program ("SWMP") to address TMDLs and a revised storm water quality management plan.

#15.

Staff Report – Resolution Authorizing Agreement with TECS
NPDES Compliance Program Services
October 27, 2015, page 2 of 3

TECS Environmental Compliance Services of Pasadena, California has been assisting the Public Works/Municipal Utilities Department staff since 2013 with various services that helped the City to be compliant with the NPDES permit program. Additionally, TECS has offered services that specialize in advocating for cities by working with elected officials at the state and county levels to improve environmental legislation and are experienced in the NPDES compliance requirements which are vital for the City to be in compliance with the NPDES permit program.

STATEMENT OF THE ISSUE

TECS has helped the City avert spending millions of dollars per year by recommending the City to not become part of the Enhanced Watershed Management Programs (“EWMP”). The EWMP (which includes the Dominguez Channel and the lower Los Angeles River) would have cost the City about \$2 million per square mile per year over a 17-year period. The current MS4 Permit’s EWMP was not recommended because of the cost and legality which has been raised by members of the environmental community and many impacted cities.

Additionally, TECS has saved the City the unnecessary expense of approximately eighty thousand dollars (\$80,000) by not participating in the needless study that included South Park to determine its viability as an infiltration structure. TECS advised against it because of the study was not required either under the current (adopted in 2012) or the previous NPDES Permit.

Solicitation of proposals to acquire services to perform various on-going NPDES compliance services tasks would take between a minimum of three (3) to six (6) months for the procurement and selection process. This most likely would generate unnecessary downtime and a lengthy learning curve during the development process. Therefore, to insure the City’s complex NPDES compliance continuity and success as it has been since 2001, staff strongly recommends the City continue acquiring the necessary services from TECS.

The scope of services that will be performed by TECS include:

- Submitting the Annual Report and Watershed Assessment Report as required by the Los Angeles Regional Water Quality Control Board
- Reasonable Assurance Analysis (modeling)
- Assist the City in the development of Illicit Connection and Illicit Discharge Control Programs
- Prepare MOU for water suppliers requiring compliance with non-stormwater discharge limitations
- GIS track IC/ID reports from the public and industrial/commercial inspections

- Initiate Inventory of Existing Development for Retrofitting Opportunities
- Annual Monitoring (wet and dry weather): conduct three rounds of monitoring at City outfalls to Compton Creek for bacteria, nutrients, metals and other constituents required by the MS4 permit. Conduct three rounds of in-stream monitoring (grab samples) for bacteria, metals, nutrients, and other constituents
- Other tasks as new policies that are more stringent and adopted by the Water Board in December 2012 as described in TECS' proposal

FINANCIAL IMPACT

TECS's proposed fees for provision of the needed services are Ninety Two Thousand Dollars (\$92,000.00) for services rendered in Fiscal Year 2015-2016 and Ninety Six Thousand Five Hundred Dollars (\$96,500.00) for services rendered in Fiscal Year 2016-2017. The proposed fee is based on new NPDES permit requirements which contains significantly more stringent requirements than the previous permit.

That funds in the amount of \$92,000 will be available in the Public Works/Municipal Utilities Department's 2015-2016 budget in Account No. 1012-720-000-4249, and funds in the amount of \$96,500 will be available in the Public Works/Municipal Utilities 2016-2017 budget.

ALTERNATIVE

There is no alternative recommended at this time.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**GLEN W. C. KAU, 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 A MULTI-YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO TECS ENVIRONMENTAL COMPLIANCE SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM COMPLIANCE PROGRAM SERVICES (\$188,500)

WHEREAS, as authorized by the Clean Water Act, the U.S. Environmental Protection Agency (“EPA”) administers the National Pollutant Discharge Elimination System (“NPDES”) permit program which controls water pollution by regulating point sources that discharge pollutants into waters of the United States; and

WHEREAS, industrial, municipal, and other facilities must obtain permits if their discharges go directly to receiving water systems such as municipal street’s curb and gutter, catch basin, storm drains, etc.; and

WHEREAS, compliance with NPDES permitting rules is multi-faceted and very time consuming and the Public Works/Municipal Utilities Department does not have sufficient staff resources to perform all task required by the complex NPDES permit program; and

WHEREAS, TECS Environmental Compliance Services (“TECS”), which specializes in services that will assist the City’s compliance with requirements associated with the municipal NPDES permit adopted by the Los Angeles Regional Water Quality Control Board and has been assisting the Public Works/Municipal Utilities Department staff with various services that helped the City to be in compliance with the NPDES permit program; and

WHEREAS, TECS has saved the City approximately twenty million dollars (\$20,000,000) a year by recommending the City not join the Enhanced Watershed Management Programs (“EWMP”) because of the cost and legality which has been raised by members of the environmental community and some cities; and

WHEREAS, additionally TECS has saved the City the expense in an approximate amount of eighty thousand dollars (\$80,000) by not participating in the needless study that included South Park to determine its viability as an infiltration structure. TECS advised against it because of the study was not required either under the current (adopted in 2012) or the previous MS4 Permit; and

WHEREAS, to insure the City’s complex NPDES compliance continuity and success as it has been since 2001, staff strongly recommends the City continue acquiring the necessary services from TECS; and

WHEREAS, funds for services to be provided are available in the Public Works/Municipal Utilities Department’s 2015-2016 Fiscal Year budget.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a two (2) year (i.e. July 1, 2015 through June 30, 2017) agreement with TECS Environmental Compliance Services for the National Pollutant Discharge Elimination System (NPDES) compliance program services.

SECTION 2. That funds in the amount of \$92,000 will be available in the Public Works/Municipal Utilities Department’s 2015-2016 budget in Account No. 1012-720-000-4249.

SECTION 3. That funds in the amount \$96,500 will be available in the Public Works/Municipal Utilities Department’s 2016-2017 budget.

SECTION 4. That a purchase order in the amount of One Hundred Eighty Eight Thousand Five Hundred Dollars (\$188,500.00) is authorized to be issued for services to be provided by TECS Environmental Compliance Services.

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

SECTION 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2015.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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


Scope of Services MS4 Permit Compliance: July 30, 2015 – June 30, 2016

Task I	ii. Prepare Stormwater Management Program (SWMP) per current MS4 Requirements	\$ 15,000.00
Task II	iii. Reasonable Assurance Analysis (modeling)	\$ 10,000.00
Task III	i. Prepare Annual Report for submittal to the Regional Water Board by deadline in December of each year (includes annual report for trash)	\$ 6,000.00
Task IV	i. Implement Illicit Connection/Illicit Discharges Detection and Elimination Program ii. Prepare MOU for water suppliers requiring compliance with non-stormwater discharge limitations iii. GIS track IC/ID reports from the public and industrial/commercial inspections	\$ 3,000.00 \$ 1,000.00 \$ 2,500.00
Task V	i. Initiate Inventory of Existing Development for Retrofitting Opportunities • Prepare an inventory of retrofitting opportunities that meet the requirements of Part VI.9.d (retrofit opportunities shall be identified within the public right-of-way or in coordination with a TMDL implementation plan) Screen existing areas of development to identify candidate areas for retrofitting using watershed models or other screening level tools • Rank the areas of existing development to prioritize retrofitting candidates • Evaluate results; provide list of highly feasible projects; offsite mitigation for new development and re-development, and where feasible (the existing development retrofitting program may be coordinated with other flood control or infrastructure improvement projects) • Identify any private/public partnerships	\$ 4,000.00
Task VI	i. Training Impacted City Personnel in the areas of development construction; land use development/SUSMP; IC/ID-DE;	\$3,000.00



#15.



TECS Environmental MS4 Compliance Proposal for the City of Compton

	public agency	
Task VII	i. Assist in Project Reviews - Identify and prescribe conditions for development construction projects - Assist in evaluating land use development projects for SUSMP conformance	\$ 2,500.00
Task VIII	i. Meetings and Presentations (Regional Board, State Board, City, County, etc.) and written correspondence	\$ 5,000.00
Task IX	i. Annual Monitoring (wet and dry weather) - Conduct three rounds of monitoring at City outfalls to Compton Creek (manhole points) for bacteria, nutrients, metals and other constituents required by the MS4 permit (two person crew) – includes sampling and analysis in addition to collection costs - Conduct three rounds of in-stream monitoring (grab samples) for bacteria, metals, nutrients, and other constituents - Conduct monthly visual observations for dry weather flows at manhole sample points	\$ 40,000.00
Total Tasks I through IX		\$92,000.00




Scope of Services MS4 Permit Compliance: July 30, 2016 – June 30, 2017

Task I	i. Complete Stormwater Management Program (SWMP) per current MS4 requirements	\$15,000.00
Task II	i. Update Reasonable Assurance Modeling	\$10,000.00
Task III	i. To prepare and submit, after City input, the Annual Report for submittal to the Regional Water Board by deadline in December of each year (includes annual report for trash)	\$ 5,000.00
Task IV	i. Implement Illicit Connection/Illicit Discharges Detection and Elimination Program ii. GIS track IC/ID reports from the public and industrial/commercial inspections	\$ 6,000.00 \$ 2,000.00
Task V	i. Public Agency Facility and Activity Management ii. Prepare an inventory of City facilities within city boundaries that are a potential source of stormwater pollution iii. Incorporate facility information into a GIS layer iv. Provide minimum fields of information for each facility v. Provide inventory updates as required (every 5 years) vi. Prepare a list of BMPs for each City Facility vii. Provide recommendations and implement BMPs for Public Agency Facilities and Activities regarding: • Vehicle and Equipment Washing (evaluate City fleet washing to ensure proper BMPs are in place for compliance) • Landscape, Park and Recreational Facilities Management • Conduct inspection of City facilities to ensure activity specific BMPs listed in the Public Agency Facility and Activities BMPs are implemented and maintained • Review and comment on the City's Integrated Pest Management program	\$ 6,000.00





	viii. Complete Inventory of Existing Development for Retrofitting Opportunities ix. Prepare an inventory of retrofitting opportunities that meet the requirements of Part VI.9.d (retrofit opportunities shall be identified within the public right-of-way or in coordination with a TMDL implementation plan) x. Screen existing areas of development to identify candidate areas for retrofitting using watershed models or other screening level tools xi. Rank the areas of existing development to prioritize retrofitting candidates xii. Evaluate results; provide list of highly feasible projects; offsite mitigation for new development and re-development, and where feasible (the existing development retrofitting program may be coordinated with other flood control or infrastructure improvement projects) xiii. Identify any private/public partnerships	\$ 4,000.00
Task VI	i. Training Impacted City Personnel in the areas of development construction; land use development/SUSMP; IC/ID-DE; public agency	\$ 3,000.00
Task VII	i. Assist in Project Reviews - Identify and prescribe conditions for development construction projects - Assist in evaluating land use development projects for SUSMP conformance	\$ 2,500.00
Task VIII	i. Meetings and Presentations (Regional Board, State Board, City, County, etc.)	\$ 3,000.00
Task IX	i. Monitoring (wet and dry weather) - Conduct three rounds of monitoring at City outfalls to Compton Creek (manhole points) for bacteria, nutrients, metals and other constituents required by the MS4 permit (two person crew) – includes sampling and analysis in addition to collection costs - Conduct three rounds of in-stream monitoring (grab samples) for bacteria, metals, nutrients, and other constituents - Conduct monthly visual observations for	\$ 40,000.00





TECS Environmental MS4 Compliance Proposal for the City of Compton

	dry weather flows at manhole sample points	
Task X	• Conduct second round of industrial and commercial inspections before November of 2017. TECS will propose an fee based on a evaluation of the City's business license data base.	N/A
	Total Tasks I through X	\$96,500.00



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COMPTON
AND
TECS ENVIRONMENTAL COMPLIANCE SERVICES
[NPDES Permit Program]**

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **TECS ENVIRONMENTAL COMPLIANCE SERVICES** (hereinafter referred to as "**CONSULTANT**"), located at 106 South Mentor Avenue, Suite 125, Pasadena, California 91106.

RECITALS:

WHEREAS, the National Pollutant Discharge Elimination System ("NPDES") is a nation-wide program authorized by the Clean Water Act to eliminate pollutants in the storm water, thereby reducing pollution in receiving water; and

WHEREAS, the NPDES program requires that municipalities must obtain a permit if their discharges go directly to receiving water systems; and

WHEREAS, compliance with NPDES permitting rules is multi-factorial, time-consuming and requires experience and expertise that the City does not have in-house staffing to perform; and

WHEREAS, the City needs the assistance of a qualified and experienced environmental consulting firm to provide professional NPDES services relative to obtaining the necessary permits; and

WHEREAS, by Resolution No. _____, adopted on the ___ of _____ 2015, the City Council authorized the City Manager to accept the proposal of the Consultant (TECS Environmental Compliance Services) 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 providing professional environmental compliance consulting services for the City's compliance with requirements associated with the Municipal NPDES permit adopted by the Los Angeles Regional Water Quality Control Board.

#15.

Significant project deliverables shall include, but may not be limited to the following tasks and deliverables:

MS4 Permit Compliance Period: July 30, 2015 – June 30, 2016

- Task I:** Prepare Stormwater Management Program (\$15,000)
- Task II:** Reasonable Assurance Analysis (10,000)
- Task III:** Prepare Annual Report for Regional Water Board (\$6,000)
- Task IV:** Implement Illicit Connection/Discharges Detection and Elimination Program (\$3,000)
Prepare MOU (\$1,000)
GIS track IC/ID reports (\$2,500)
- Task V:** Initiate inventory Existing Development for Retrofitting Opportunities (\$4,000)
- Task VI:** Training (\$3,000)
- Task VII:** Assist in Project Reviews (\$2,500)
- Task VIII:** Meetings and Presentations (\$5,000)
- Task IX:** Annual Monitoring (\$40,000)

MS4 Permit Compliance Period: July 30, 2016 – June 30, 2017

- Task I:** Complete Stormwater Management Program (\$15,000)
- Task II:** Update Reasonable Assurance Modeling (\$10,000)
- Task III:** Prepare/submit Annual Report for Regional Water Board (\$5,000)
- Task IV:** Implement Illicit Connection/Discharges Detection and Elimination Program (\$6,000)
GIS track IC/ID reports (\$2,000)
- Task V:** Public Agency Facility/Activity Management (\$6,000)
- Task VI:** Training (\$3,000)
- Task VII:** Assist in Project Reviews (\$2,500)
- Task VIII:** Meetings/Presentations (\$3,000)
- Task IX:** Monitoring (\$40,000)

As further detailed in the Consultant's **"TECS Environmental MS4 Compliance Proposal for the City of Compton"** dated July 30, 2015 and **"Cover Letter"** dated August 4, 2015, both of which are incorporated herein.

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

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City. "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of its profession as set forth in the

preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

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

Ray Tahir, Principal of Consultant shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein on or about July 1, 2015 and continue in a diligent and professional manner until the services to be rendered are complete by or before June 30, 2017.

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, per Task basis as specified within Consultant's "**Proposal**" dated July 30, 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 **Director of Public Works/Municipal Utilities Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

As full and complete compensation for performance of all the services to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Ninety Two Thousand Dollars (\$92,000.00)** for the MS4 Permit Compliance Period for July 30, 2015 – June 30, 2016 and a not-to-exceed maximum sum of **Ninety Six Thousand Five Hundred Dollars (\$96,500.00)** for the MS4 Permit Compliance Period for July 30, 2016 – June 30, 2017.

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

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

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

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

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

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

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

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

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by

Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. In the event the Consultant encounters any conflict between such laws and ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

16. 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.

Ray Tahir, Principal-in-Charge

(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:

**TECS Environmental Compliance Services
106 South Mentor Avenue, Suite 125
Pasadena, California 91106
Attn: Ray Tahir, Principal
(626) 396-9424
(626) 396-1916 – fax
rtahir@tecsenv.com**

To City:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works/Municipal Water
(310) 605-5505
(310) 761-1417 – 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

#15.

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.

**TECS ENVIRONMENTAL COMPLIANCE SERVICES
CONSULTANT**

Dated: _____

By _____
Ray Tahir, Principal

**CITY OF COMPTON
Recommended for Approval:**

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

Dated: _____

Approved by:

Dated: _____

By _____
Roger Haley, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

August 4, 2015

Glen Kau, P.E.
Director of Public Works
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Subject: Contract Extension/Amendment

Dear Mr. Kau:

TECS Environmental is pleased once again to propose its services to the City of Compton in re: compliance with Los Angeles County MS4 Permit requirements. The proposal includes two fiscal years: FY 2015-2016 and FY 2016-2017 with the possibility of an extension for FY 2017-2018 that will be based on a future proposal.

The proposed fee tasks specified for FY 2015-2016 is **\$92,000**. Much of the costs are attributed to mandatory monitoring for Compton Creek and a part of Dominguez Channel, developing Stormwater Management Program (SWMP) elements, initiating a computer-based reasonable assurance analysis, and implementing several new SWMP programs.

The proposed fee for FY 2016-2017 is slightly higher: **\$96,500**. The higher cost is attributable to additional SWMP tasks required by the MS4 permit that were split-up, including but not limited to implementing Public Agency Facility and Activity Management Program requirements, and updating the Reasonable Assurance Analysis

Not included in the proposal are industrial/commercial inspections. **TECS** will propose later a fee to perform a second round of inspections that should be completed by FY 2017. The fee estimate will be based on the City's business license data base which should reflect new subject industrial and commercial facilities and ones that will no longer be in business.

As ever, **TECS Environmental** is thankful for being given another opportunity to serve the City of Compton. Should you have any questions, please call me at 626.396.9424.

Sincerely,



Ray Tahir

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 A MULTI-YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO TECS ENVIRONMENTAL COMPLIANCE SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM COMPLIANCE PROGRAM SERVICES (\$188,500)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

10/13/2015 12:03:52 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

10/15/2015 2:40:19 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

10/15/2015 10:45:25 AM
DATE

Johnny Ford
CITY MANAGER

10/13/2015 4:35:16 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 27, 2015

TO: MAYOR AND CITY COUNCIL

**FROM: ROGER L. HALEY
CITY MANAGER**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO TRANSFER
THE CITY'S REVOLVING LOAN FUND (RLF) IN AN AMOUNT
NOT TO EXCEED \$370,000 TO PACIFIC COAST REGIONAL
(PCR) SMALL BUSINESS DEVELOPMENT CORPORATION**

SUMMARY

A Resolution authorizing the City Manager to transfer the Economic Development Administration (EDA) Revolving Loan Fund (RLF) to Pacific Coast Regional Small Business Development Corporation (PCR) for the administration of small business loans in Compton.

BACKGROUND

In 1983, the City of Compton received funding from the U.S. Department of Commerce Economic Development Administration (EDA) division to implement a commercial/industrial revolving loan fund to assist small businesses. In order to participate in the program, the City was required to provide matching funds for the program. The City of Compton received \$500,000 from EDA, and the City contributed \$500,000 for a total of \$1,000,000 for program administration and business loans.

The Compton RLF program offered commercial loan financing for industrial/manufacturing businesses up to \$150,000 and loans for retail and service type businesses up to \$100,000. Before a business could receive RLF funding, it was required to meet EDA Revolving Loan Fund credit underwriting standards and program requirements. Applications for Revolving Loan Fund financing were also reviewed and recommended by the Loan Review Board, which was appointed by the Mayor and Council. The Mayor and Council, in turn, served as the RLF Administration Board and had the authority to render decisions on loan applications and to discharge nonperforming loans in accordance with EDA policies and procedures.

Since the program's inception in 1983 to 2010, the City processed a total of 18 loans of which 13 were repaid in full and five (5) defaulted. The summary for the Revolving Loan Fund (RLF) activity is shown in the following table:

#16.

Fully Repaid Loans	13	\$860,650.00
Written Off Loans	5	\$664,391.00
Total Loans	18	\$1,525,041.00
Number of RLF Loans	18	
RLF \$ Loaned	\$1,525,041.00	
Private Sector Jobs Created	82	
Private Sector Jobs Saved	80	
Total Private Sector Jobs	162	

STATEMENT OF THE ISSUE

Based upon its review of the City's semi-annual report dated March 2008, the EDA determined that the City had a high default rate (100% default from that reporting period) and requested a corrective action plan. Although a corrective action plan was submitted, the economic downturn and sequential staffing changes precluded a successful implementation of the plan.

In November 2012, the EDA formally suspended the Revolving Loan Fund award and required all lending activity ceased. From that point, the only permissible activities were those related to loan collection and other activities needed to safeguard the assets of the Fund.

ANALYSIS

Because the City has been unable to restore program administration to the levels required of the EDA grant and to allow a resumption of lending activity for small businesses in Compton, the Economic Development Administration (EDA) has strongly recommended the transfer of the award to a local non-profit positioned to service the Compton business community. The non-profit identified is Pacific Coast Regional (PCR) Small Business Development Corporation.

Pacific Coast Regional is a private, non-profit corporation founded in 1977 to assist small business owners in becoming successful members of the Southern California business community. Through contracts with the Federal Government, the State of California, and partnerships with private institutions, PCR provides financial, educational, and consulting services. In addition, PCR has been certified by the U.S. Treasury as a Community Development Financial Institution. The organization will be relocated to Compton with a satellite office in the new Neighborhood Housing Services center located on Rosecrans Blvd.

Transferring the Fund retains federal funds for small business assistance in Compton just as the City is focusing more intently on its business development activities. Pacific Coast Regional is well established with the Economic Development Administration (EDA) and comes highly recommended; thus, promising a high level of service in this specialized business development area.

RECOMMENDATION

The recommendation is to authorize the City Manager to enter into a Memorandum of Understanding (MOU) with Pacific Coast Regional and to issue a letter to the U.S. Department of Commerce Economic Development Administration (EDA) requesting a transfer of the remaining portion of the Revolving Loan Fund (an amount not to exceed \$370,000) to PCR to be effective by November 15, 2015.

ALTERNATIVE

The alternative is the termination of the federal award, the loss of the federal Revolving Loan Fund dollars to the Compton business community, and a negative record with the EDA for the City of Compton.

**ROGER L. HALEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO TRANSFER THE CITY’S
REVOLVING LOAN FUND (RLF) IN AN AMOUNT NOT TO EXCEED
\$370,000 TO PACIFIC COAST REGIONAL (PCR) SMALL BUSINESS
DEVELOPMENT CORPORATION

WHEREAS, in 1983, the City of Compton received funding from the U. S. Department of Commerce Economic Development Administration (EDA) Division to implement a Commercial/Industrial Revolving Loan Fund (RLF) Program; and

WHEREAS, the City was required to provide matching funds for the program; and

WHEREAS, the combined funds totaled \$1,000,000; and

WHEREAS, the RLF program offered commercial loan financing for industrial/manufacturing businesses up to \$150,000 and loans for retail and service type businesses up to \$100,000; and

WHEREAS, applications for the loans were required to meet the standards of the Economic Development Administration (EDA); and

WHEREAS, all applications were reviewed by the Loan Review Board (LRB); and

WHEREAS, the Mayor and Council, acting as the Revolving Loan Fund (RLF) Administration Board, had the authority to render decisions on loan applications and the authority to discharge nonperforming loans in accordance with EDA’s policies and procedures; and

WHEREAS, because of a high default rate in 2008, the City was required to develop a corrective action plan but was unable to implement the plan due to the economic downturn; and

WHEREAS, the Council desires to retain a valuable Revolving Loan Fund (RLF) program for small businesses in the City.

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

Section 1. That the City Manager will transmit to the U.S. Department of Commerce Economic Development Administration (EDA) a letter requesting a transfer of its remaining EDA assets in the Revolving Loan Fund (RLF) to Pacific Coast Regional Small Business Development Corporation for the administration of the Revolving Loan Fund program for small businesses in the City.

Section 2. That the City Manager is authorized to enter a Memorandum of Understanding (MOU) with Pacific Coast Regional Small Business Development Corporation for the transfer of the Economic Development Administration (EDA) Revolving Loan Fund (RLF) assets in an amount not to exceed \$370,000 from Fiscal Year 2015/2016 Account Fund Number 1641-510-000-4289.

Section 3. That the 2015/2016 Fiscal Year budget should be amended as follows to allocate funds in the EDA Revolving Loan Fund to make the payment to Pacific Coast Regional Small Business Development Corporation:

INCREASE REVENUE		
Account No. 1641-000-000-3990	Prior Year’s Balance	\$ 370,000
INCREASE EXPENDITURE		
Account No. 1641-510-000-4289	Contribution to Other Agencies	\$ 370,000

Resolution No. _____
Page 2

Section 4. That there is no negative impact to the City’s General Fund from this transfer.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Treasurer, and the Planning and Economic Development Department.

ADOPTED this _____ day of _____, 2015.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TRANSFER THE CITY’S REVOLVING LOAN FUND (RLF) IN AN AMOUNT NOT TO EXCEED \$370,000 TO PACIFIC COAST REGIONAL (PCR) SMALL BUSINESS DEVELOPMENT CORPORATION

Roger Haley
DEPARTMENT MANAGER’S SIGNATURE

10/22/2015 12:08:44 PM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

10/22/2015 1:52:04 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

10/22/2015 12:17:08 PM
DATE

Johnny Ford
CITY MANAGER

10/22/2015 12:10:13 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.

WARRANTS APPROVED BY COUNCIL

<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Services Provided</u>	<u>Amount</u>	<u>Amount Paid Year to Date</u>
230084	10/1/15	Trimming Land Co Inc.	Tree trimming service along Santa Fe Ave	\$4,688.00	\$35,960.00
Requested by Public Works					
230123	10/06/15	King CK Enterprise Corp.	Outstanding invoices for refueling of all city vehicles	\$26,950.61	64,608.99
Requested by General Services					
230195	10/14/15	TRUEBLUE Inc.	Services Performed by Labor Ready Staff	\$15,360.00	\$40,360.00
Requested by Public Works					
230197	10/14/15	United Rentals Northwest Inc.	8 week rental of a Loader wheel (7/30/15 – 9/24/15)	\$8,568.36	\$33,568.36
Requested by Public Works					
230275	10/20/15	Jetpatcher USA Inc.	Emergency Asphalt Repair at JR Compton 8/27/15	\$4,220.00	\$28,060.00
Requested by Public Works					

I hereby certify that the above demands in the amount of **\$59,786.97** were approved at a regular meeting of the City Council and reject _____ as of October 27, 2015.

Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on October 27, 2015 allowed the above demands.

Alita Godwin
City Clerk



TRIMMING LAND COMPANY INC

10513 Dolores Ave
South Gate, CA 90280
CA State License #612918

Phone 323-569-4498 aurina@trimmingland.com
Fax 323-569-3747 www.trimmingland.com

Invoice

Date	Invoice #
8/10/2015	2841

JUL 11 PM 5:01

Billing Address
CITY OF COMPTON LISA SMITH 205 S. WILLOWBROOK AVE. COMPTON, CA 90220

Project Address
CITY OF COMPTON LISA SMITH 205 S. WILLOWBROOK AVE. COMPTON, CA 90220

P.O. Number	Terms	Rep	Due Date
	Net 30		9/9/2015

Description of Work	Quantity/DBH	Unit Price	Amount
GRID TRIMMED VARIOUS TREES THROUGHOUT THE CITY; SEE ATTACHED WORKSHEET FOR COMPLETE BILLING DETAILS	42	42.00	1,764.00
REMOVED A LARGE JACARANDA TREE (26-50); SEE ATTACHED WORKSHEET FOR COMPLETE BILLING DETAILS		494.00	494.00
AESTHETICALLY TRIMMED (13-18") VARIOUS TREES THROUGHOUT THE CITY; SEE ATTACHED WORKSHEET FOR COMPLETE DETAILS	8	55.00	440.00
AESTHETICALLY TRIMMED (19-30") VARIOUS TREES THROUGHOUT THE CITY; SEE ATTACHED WORKSHEET FOR COMPLETE DETAILS	4	75.00	300.00
LARGE TREE PRUNING (26-50") OF VARIOUS TREES THROUGHOUT THE CITY; SEE ATTACHED WORKSHEET FOR COMPLETE DETAILS	5	275.00	1,375.00
LARGE TREE PRUNING (51-65"); SEE ATTACHED WORKSHEET FOR COMPLETE BILLING DETAILS	1	315.00	315.00
WORK INCLUDED CLEAN UP AND HAULING AWAY OF ALL TREE TRIMMING AND TREE REMOVAL DEBRIS			
OK TO PAY PUBLIC WORKS ST. MAINTENANCE			

By	<i>[Signature]</i>
#	10006172
P.O.#	Joo 625 F
AC#	250272000/569
AC#	

Total	\$4,688.00
Payments/Credits	\$0.00
Balance Due	\$4,688.00

#17.

King II Gas & Mart

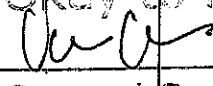
390 W. Compton Blvd.
Compton CA 90220
Phone : 310-605-5425
Fax : 310-605-5428

INVOICE

DATE	9/2/2015
INVOICE #	0013
CUSTOMER ID	COC1
DUE DATE	10/1/2015

BILL TO

General Services - Fleet Division
City of Compton
205 S Willowbrook Ave
Compton, CA 90220
(310) 605-5519

DESCRIPTION	AMOUNT
Fuel Usage 8/16/15 - 8/23/15	5,097.86
Fuel Usage 8/24/15 - 8/31/15	6,161.60
Okay to Pay Invoice  General Services Director	
Subtotal	11,259.46

OTHER COMMENTS

1. Total payment due in 30 days
2. Please include the invoice number on your check

Other

TOTAL \$ 11,259.46

Make all checks payable to
[King II Gas]

Thank You For Your Business!

King II Gas & Mart

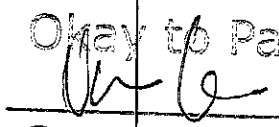
390 W. Compton Blvd.
Compton CA 90220
Phone : 310-605-5425
Fax : 310-605-5428

INVOICE

DATE	9/23/2015
INVOICE #	0014
CUSTOMER ID	COC1
DUE DATE	10/23/2015

BILL TO

General Services - Fleet Division
City of Compton
205 S Willowbrook Ave
Compton, CA 90220
(310) 605-5519

DESCRIPTION	AMOUNT
Fuel Usage 9/01/15 - 9/06/15	4,256.62
Fuel Usage 9/07/15 - 9/15/15	5,476.89
Fuel Usage 9/16/15 - 9/23/15	5,957.64
 Okay to Pay Invoice General Services Director	
Subtotal	15,691.15

OTHER COMMENTS

1. Total payment due in 30 days
2. Please include the invoice number on your check

Other

TOTAL \$ 15,691.15

Make all checks payable to
[King II Gas]

Thank You For Your Business!

Facsimile

ACCOUNT	000847443
BILL NUMBER	19961925
BILL DATE	8/7/2015
TOTAL AMOUNT DUE	\$7,680.00

CITY OF COMPTON
ATTN: KAREEMAH BRADFORD
205 SOUTH WILLOWBROOK AVE
COMPTON, CA 90220

15 AUG 14

Labor Ready and the U.S. Department of Labor's Wage and Hour Division are proud partners.
Questions? Contact the DOL at www.dol.gov. You and Labor Ready are considered "Joint Employers" under Federal Wage and Hour Law. Workers must be paid for all hours worked.
Hours worked means any time that a worker is:
o Required to be on duty o Required to be on your premises o Allowed to work
Workers must be paid minimum wage (or prevailing wage where required).
Overtime must be paid for all hours worked over 40 in a workweek.
Overtime must be paid in the same week it was earned - you cannot average workweeks.

CURRENT BILLING

Invoice No.	Branch	Invoice Date	PO Number	Job Site Name	Invoice Amount	Tax	Adjustments	Amount Due
19961925	RANCHO DOMINGUEZ/N.L NG BC	8/7/2015		PUBLIC WORKS YARD	\$7,680.00	\$0.00	\$0.00	\$7,680.00

Paid By	<i>SW</i>
V#	<i>10008162</i>
P.O. #	<i>100264</i>
ARC #	<i>1520 Name 4269</i>
ARC #	

TOTAL AMOUNT DUE: \$7,680.00

Your satisfaction is our top priority. For further assistance, please contact at:

Phone: 310-223-3106
Fax: 310-223-3125
Email: 1582-BR@LABORREADY.COM

Billing cycle includes only work tickets on the invoice detail page and not all payments are reflected on the invoice.

You can pay your invoices and review and place orders online at <http://www.laborready.com>

If you are disputing an amount, please pay the undisputed amount and contact your servicing branch for resolution.

For issues the branch cannot resolve, please contact the Customer Care center at:

Phone: 877-733-0430

Fax: 877-733-0399

Email: customercare@laborready.com

To insure proper credit, please detach and mail lower portion with your statement

LABOR READY

a TRUEBLUE company

DUE UPON RECEIPT This invoice represents wages and taxes already paid.
18% per annum service charge will be assessed on all overdue balances
To pay by MasterCard, VISA, or American Express please call: 800-356-6938

ACCOUNT	BILL NUMBER	BILL DATE	DELINQUENT AFTER
000847443	19961925	8/7/2015	9/6/2015



TOTAL AMOUNT DUE
\$7,680.00

Remit to: LABOR READY SOUTHWEST INC
PO BOX 31001-0257
PASADENA, CA 91110-0257OK TO PAY
PUBLIC WORKS
ST. MAINTENANCE

Amount Enclosed \$

Check #

CITY OF COMPTON
ATTN: KAREEMAH BRADFORD
205 SOUTH WILLOWBROOK AVE
COMPTON, CA 90220

00199619254000000768000000008474437



a TRUEBLUE company

LABOR READY SOUTHWEST INC
1015 "A" ST
TACOMA, WA 98402
FED ID: 22-3606730

#17.

PAGE 2 of 3

CITY OF COMPTON
ATTN: KAREEMAH BRADFORD
205 SOUTH WILLOWBROOK AVE
COMPTON, CA 90220

INVOICE NUMBER: 19961925 DATED 8/7/2015

BRANCH INFORMATION		INVOICE INFORMATION		JOB INFORMATION	
Manager:	EDWIN MARROQUIN	Invoice Subtotal:	\$7,680.00	Job Order #:	001566451
Address:	505 S. LONG BEACH BLVD. COMPTON CA 90221	Sales Tax Amount:	\$0.00	Report To:	LOUIS MCKENZIE
Phone:	310-223-3106	Total Invoice Amount:	\$7,680.00	Po Number:	
Email:	1582-BR@LABORREADY.COM	Credits & Adjustments:	(\$0.00)	Cost Center #:	
		Invoice Amount Due:	\$7,680.00	Job Site Name:	PUBLIC WORKS YARD
				Job Site Address:	458 S ALAMEDA ST COMPTON CA 90221

HOURS SUMMARY FOR WEEK ENDING: 8/7/2015

	Daily Hours							Total Regular		Total Overtime		Total Double Time		Total Hrs
	SAT	SUN	MON	TUE	WED	THU	FRI	Reg Hrs	Rate/Hr	OTHrs	Rate/Hr	DTHrs	Rate/Hr	
Worker Name:	8/1	8/2	8/3	8/4	8/5	8/6	8/7							
Banks, Eric	0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00	\$16.00	0.00	\$0.00	0.00	\$0.00	40.00
Bombini, Fiona	0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00	\$16.00	0.00	\$0.00	0.00	\$0.00	40.00
Ellis, Lonrinz	0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00	\$16.00	0.00	\$0.00	0.00	\$0.00	40.00
Johnson, Christopher	0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00	\$16.00	0.00	\$0.00	0.00	\$0.00	40.00
Keyon, Morris	0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00	\$16.00	0.00	\$0.00	0.00	\$0.00	40.00
Lewis, James	0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00	\$16.00	0.00	\$0.00	0.00	\$0.00	40.00
Ochoa, Alberto	0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00	\$16.00	0.00	\$0.00	0.00	\$0.00	40.00
Pacheco, Humberto	0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00	\$16.00	0.00	\$0.00	0.00	\$0.00	40.00
Prichett, Joshua	0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00	\$16.00	0.00	\$0.00	0.00	\$0.00	40.00
Sanchez, Jose	0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00	\$16.00	0.00	\$0.00	0.00	\$0.00	40.00
Tousant, Oliver	0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00	\$16.00	0.00	\$0.00	0.00	\$0.00	40.00
Velazquez, Ezequiel	0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00	\$16.00	0.00	\$0.00	0.00	\$0.00	40.00
Subtotal:	0.00	0.00	96.00	96.00	96.00	96.00	96.00	480.00		0.00		0.00		480.00

DETAILS BY WORK TICKET NUMBER

Work Ticket #	Date	PO#	Signed by	Worker Name	Charge type	Pre-Tax amount	Tax	Item Amount	Total
1038510-1582	8/7/2015		Phillip	Velazquez, Ezequiel	Reg Hrs(40.00 @ \$16.00)	\$640.00	\$0.00	\$640.00	\$640.00
1038511-1582	8/7/2015		Phillip	Prichett, Joshua	Reg Hrs(40.00 @ \$16.00)	\$640.00	\$0.00	\$640.00	\$640.00
1038512-1582	8/7/2015		Phillip	Bombini, Fiona	Reg Hrs(40.00 @ \$16.00)	\$640.00	\$0.00	\$640.00	\$640.00
1038513-1582	8/7/2015		Phillip	Ellis, Lonrinz	Reg Hrs(40.00 @ \$16.00)	\$640.00	\$0.00	\$640.00	\$640.00
1038514-1582	8/7/2015		Phillip	Pacheco, Humberto	Reg Hrs(40.00 @ \$16.00)	\$640.00	\$0.00	\$640.00	\$640.00
1038515-1582	8/7/2015		Phillip	Sanchez, Jose	Reg Hrs(40.00 @ \$16.00)	\$640.00	\$0.00	\$640.00	\$640.00
1038516-1582	8/7/2015		Phillip	Banks, Eric	Reg Hrs(40.00 @ \$16.00)	\$640.00	\$0.00	\$640.00	\$640.00
1038517-1582	8/7/2015		Phillip	Ochoa, Alberto	Reg Hrs(40.00 @ \$16.00)	\$640.00	\$0.00	\$640.00	\$640.00
1038518-1582	8/7/2015		Phillip	Keyon, Morris	Reg Hrs(40.00 @ \$16.00)	\$640.00	\$0.00	\$640.00	\$640.00
1038519-1582	8/7/2015		Phillip	Lewis, James	Reg Hrs(40.00 @ \$16.00)	\$640.00	\$0.00	\$640.00	\$640.00



a TRUEBLUE company

LABOR READY SOUTHWEST INC
1015 "A" ST
TACOMA, WA 98402
FED ID: 22-3606730

PAGE 3 of 3

DETAILS BY WORK TICKET NUMBER

Work Ticket #	Date	PO#	Signed by	Worker Name	Charge type	Pre-Tax amount	Tax	Item Amount	Total
1038520-1582	8/7/2015		Phillip	Johnson, Christopher	Reg Hrs(40.00 @ \$16.00)	\$640.00	\$0.00	\$640.00	\$640.00
1038521-1582	8/7/2015		Phillip	Tousant, Oliver	Reg Hrs(40.00 @ \$16.00)	\$640.00	\$0.00	\$640.00	\$640.00
Totals:						\$7,680.00	\$0.00	\$7,680.00	\$7,680.00

* This ticket has pending items yet to be billed.

** New charges to the previously billed ticket.

ADDITIONAL CHARGES

Type of Charge	Date	Branch	Number of Units	Rate per Unit	Pre-Tax amount	Tax	Total Amount
Additional Charges Sub-total:					\$0.00	\$0.00	\$0.00

CREDITS & ADJUSTMENTS

Date Posted	Type	Reference	Amount
Total Credits and Adjustments:			(\$0.00)

Invoice Amount Due: \$7,680.00



BRANCH 503
5960 PARAMOUNT BLVD
LONG BEACH CA 90805-3708
562-663-1500
562-663-1515 FAX



4 WEEK BILLING INVOICE

#17.

126823641-006

Customer # : 1380179
Invoice Date : 08/14/15
Date Out : 03/12/15 12:00 PM
Billed Through : 08/27/15 00:00
UR Job Loc : 458 S ALAMEDA, COMPT
UR Job # : 3 - COMPTON CITY OF
Customer Job ID: 3 - COMPTON CITY OF
P.O. # : MR CHARLES NELSON
Ordered By : CHARLES NELSON
Written By : MICHELLE MATIAS
Salesperson : TIMOTHY SHAW

Invoice Amount: \$4,284.18

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4154
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 51122
LOS ANGELES CA 90074-1122

Job Site
COMPTON CITY OF
458 S ALAMEDA ST
X: @
COMPTON CA 90221-3204
Office: 310-605-5668 Cell: 310-605-5691

CITY OF COMPTON
PUBLIC WORKS
205 S WILLOWBROOK AVE
COMPTON CA 90220-3134

15 AUG 17 PM 1:01

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10074669	LOADER WHEEL 2.5-2.9 CUBIC YARD Make: CASE Model: 621E Serial: NCF216049 Meter out: 1534.60 Meter in: .00	531.00	531.00	1691.00	3880.00	3,880.00

Rental Subtotal: 3,880.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL CHARGE	[ENV/MCI]	EACH	50.44

Sales/Misc Subtotal: 50.44

Agreement Subtotal: 3,930.44

Tax: 353.74

Total: 4,284.18

COMMENTS/NOTES:

PLEASE CALL MR CHARLES WHEN CLOSE
310 612 3471

BILLED FOR FOUR WEEKS 7/30/15 THRU 8/27/15 12:00 PM

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

Paid By	<i>JW</i>
V#	<i>10001310</i>
P.O.#	<i>100628</i>
A/C#	<i>2300720004249</i>
A/C#	

*OK TO PAY
PUBLIC WORKS
ST. MAINTENANCE*

THIS 4 WEEK BILLING INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

#17.

United Rentals

BRANCH 503
5860 PARAMOUNT BLVD
LONG BEACH CA 90805-3708
562-663-1500
562-663-1515 FAX



4 WEEK BILLING
INVOICE

126823641-007

Job Site

COMPTON CITY OF
458 S ALAMEDA ST
X: @
COMPTON CA 90221-3204
Office: 310-605-5668 Cell: 310-605-5691

15 SEP 14 08:19

CITY OF COMPTON
PUBLIC WORKS
205 S WILLOWBROOK AVE
COMPTON CA 90220-3134

Customer # : 1380179
Invoice Date : 09/11/15
Date Out : 03/12/15 12:00 PM
Billed Through : 09/24/15 00:00
UR Job Loc : 458 S ALAMEDA, COMPT
UR Job # : 3 - COMPTON CITY OF
Customer Job ID: 3 - COMPTON CITY OF
P.O. # : MR CHARLES NELSON
Ordered By : CHARLES NELSON
Written By : MICHELLE MATIAS
Salesperson : TIMOTHY SHAW

Invoice Amount: \$4,284.18

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4154
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 51122
LOS ANGELES CA 90074-1122

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10074669	LOADER WHEEL 2.5-2.9 CUBIC YARD Make: CASE Model: 621E Serial: NCF216049 Meter out: 1534.60 Meter in: .00	531.00	531.00	1691.00	3880.00	3,880.00

Rental Subtotal: 3,880.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL CHARGE	[ENV/MCI]	EACH	50.44

Sales/Misc Subtotal: 50.44

Agreement Subtotal: 3,930.44

Tax: 353.74

Total: 4,284.18

COMMENTS/NOTES:

PLEASE CALL MR CHARLES WHEN CLOSE
310 612 3471

BILLED FOR FOUR WEEKS 8/27/15 THRU 9/24/15 12:00 PM

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

Paid By	<i>JW</i>
V#	10001310
P.O.#	500628 F
AC#	2300720000 7249
AC#	2502720000 4237

\$3268.82
1015.32

OK TO PAY
PUBLIC WORKS
ST. MAINTENANCE

THIS 4 WEEK BILLING INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

#17.

Invoice



JETPATCHER USA INC

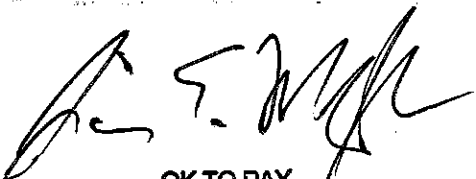
P O BOX 15597
ANAHEIM, CA 92803

Date	Invoice #
09/07/2015	15-0907

Bill To
City of Compton 205 South Willowbrook Ave Compton CA 90220

15 SEP 9 PM 12:26

Terms	
Due on receipt	PROYECT CENTRAL AVE

Quantity	Description	U/M	Rate	Amount										
844	JR Compton Aug 27-2015	sqft	5.00	\$ 4220.00										
<table><tr><td>Paid By</td><td>AN</td></tr><tr><td>V#</td><td>10007488</td></tr><tr><td>P.O. #</td><td>000626 (30160.00) & 000238 (1160.00) (F)</td></tr><tr><td>AC #</td><td>1520-72-00MR-4249</td></tr><tr><td>AC #</td><td></td></tr></table>  OK TO PAY PUBLIC WORKS ST. MAINTENANCE					Paid By	AN	V#	10007488	P.O. #	000626 (30160.00) & 000238 (1160.00) (F)	AC #	1520-72-00MR-4249	AC #	
Paid By	AN													
V#	10007488													
P.O. #	000626 (30160.00) & 000238 (1160.00) (F)													
AC #	1520-72-00MR-4249													
AC #														

Total \$ 4220.00

INFO@JETPATCHERUSA.NET

CSLB Lic # 973829

WWW.JETPATCHERUSA.NET

