NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, February 23, 2016
5:30 PM

HEARING(S)

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. RECOGNITION - BLACK HISTORY MONTH - Dr. Willie O. Jones **(Mayor Aja Brown)**

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

2. FEBRUARY 16, 2016

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

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

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

   Total Amount Received for Fiscal Year 2015/2016 - $2,444,939.00

5. A REPORT OF THE CITY OF COMPTON 2015/2016 TAX AND REVENUE ANTICIPATION NOTES **(Receive/File)**

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

7. CLAIM AGAINST THE CITY OF COMPTON
   Jose Torres - Claim No. I-8856/LI0000587A
   Deny Claim

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

8. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 9-23.8, 9-23.14, 9-23.15 AND 9-23.16 OF CHAPTER IX OF THE COMPTON MUNICIPAL CODE RELATIVE TO THE REGULATION AND LICENSING OF BINGO GAMES FOR CHARITABLE PURPOSES IN THE CITY OF COMPTON **(Second Reading)**

9. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING PREVAILING WAGE REQUIREMENTS FOR PUBLIC WORKS PROJECTS, AND AMENDING CHAPTER IV OF THE COMPTON MUNICIPAL CODE **(Second Reading)**

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LAE ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CENTRAL AVENUE PAVEMENT REHABILITATION PROJECT (CIP#15-03) AND ESTABLISHMENT OF A PURCHASE ORDER IN THE AMOUNT OF $156,490

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S INCORPORATED AREA IN CALIFORNIA HOME FINANCE AUTHORITY PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND AUTHORIZING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER FOR PREVENTIVE MAINTENANCE AND REPAIRS FOR FIRE APPARATUSES WITH THE CITY OF SANTA FE SPRINGS

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING SENATE BILL (SB) 1063 THE WAGE AND EQUALITY ACT OF 2016

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, March 01, 2016 @ 5:30 PM.

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

FEBRUARY 16, 2016

The City Council meeting was called to order at 5:48 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, McCoy, Sharif, Brown**
Council Members Absent: **None**

Other Officials Present: **C. Cornwell, A. Godwin, R. Haley**

MOTION TO WAIVE THE ORDER OF THE AGENDA

On motion by Zurita, seconded by Galvan, to waive the order of the agenda, by the following vote on roll call:

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

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTIFICATION, APPREHENSION AND CONVICTION OF ANY PERSON OR PERSONS RESPONSIBLE FOR THE DEATH OF AUTUMN JOHNSON

Jeffrey Wandick, Compton resident, thanked the following individuals for their efforts to acknowledge and save the life of his grand-daughter Autumn Johnson: Sheriff's Deputy Ricardo Eguia, Councilperson Galvan, Councilperson Zurita, Compton Unified School District Board of Trustees member Satra Zurita, and Mayor Brown. Mr. Wandick announced that he is looking forward to a continued dialogue with City officials and community members to put an end to gang violence in the City of Compton. He also asked that the local cemetery to which his grand-daughter will be interned at, be cleaned up. Lastly, Mr. Wandick requested that all donations be sent to Wells Fargo bank in care of Blanche Wandick account number 9027690941 on behalf of Autumn's funeral expenses.

Kenya Hicks, Compton resident, Autumn's great aunt, conceded that no reward should have to be offered for justice to take place when a baby is killed. She also solicited the person(s) harboring the individual who killed her great niece to come forward and turn him in. She further articulated her appreciation to the City Council, Sheriff's Department and community members for the way in which they have stepped up to help her family.

Autumn Johnson's grandmother, long time Compton resident, articulated the pain that she experiences every morning knowing that she will never see her grand-daughter again. She also expressed extreme anger and outrage at the murder of her grand-daughter and called for the community to come together to stop the senseless violence taking the lives of the youth.

Leroy Guillory, Compton resident, solicited the members of the community to come together and participate in a "Peace March" scheduled to be held in recognition of Autumn Johnson and countless others that have lost their lives to gang violence. The march will be held on Sunday, February 21, 2016 beginning at Lueders Park and ending at City Hall.

Councilperson Zurita offered her prayers and condolences to the family of Autumn Johnson and demanded that the City designate a billboard along the 91 freeway to advertise this particular reward.

Councilperson Galvan asked the City Manager if he received the "okay" from the Sheriff's Department regarding the issuance of this reward.

City Manager Haley confirmed that the Sheriff's Department is supportive of the issuance of a reward in this case.

Councilperson Sharif extended her condolences to the family of Autumn Johnson and made a concession with the community to keep Autumn in their minds and hearts as they talk to their neighbors and report incidents that occur in the City.

Mayor Brown stated that her only hope is that this incident will serve as a pinnacle point for the community to no longer allow a few people to terrorize the majority. Mayor Brown also thanked the Los Angeles Board of Supervisors and Federal Bureau of Investigation for matching the City of Compton's reward, increasing the amount to $75,000.

On motion by Zurita, seconded by Galvan, **Resolution # 24,291** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTIFICATION, APPREHENSION AND CONVICTION OF ANY PERSON OR PERSONS RESPONSIBLE FOR THE DEATH OF AUTUMN JOHNSON"** was approved, by the following vote on roll call:

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

SUBSEQUENT NEED ITEM - REQUEST FOR A FEE WAIVER TO HOST AUTUMN JOHNSON'S REPAST AT THE DOLLARHIDE COMMUNITY CENTER

On motion by Galvan, seconded by Sharif, to consider the subsequent need item, by the following vote on roll call:

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

On motion by Zurita, seconded by Galvan, to approve the subsequent need item, by the following vote on roll call:

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

5:45 P.M. - PUBLIC HEARING - TENTATIVE PARCEL MAP NO. 72354 TO CREATE THREEE SINGLE FAMILY RESIDENTIAL LOTS AT 1800 W. 134TH STREET (Item #4)

On motion by Zurita, seconded by Galvan, to open the public hearing at 6:16 p.m., by the following vote on roll call:

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

Robert Delgadillo, Planning Director, offered a staff report asking that City Council consider adopting a resolution approving Tentative Parcel Map 72354, a request to subdivide one (1) parcel of land into three (3) smaller parcels in accordance with the State Subdivision Map and Chapter XXVII of the Compton Municipal Code ("CMC"). The applicant, Maria Rodriquez has requested the subdivision to construct a single-family dwelling on each of the three (3) proposed lots.

STATEMENT OF ISSUE

The applicant is requesting to subdivide the existing 18,594 square foot lot into three (3) new parcels. Parcels one through three are intended to be developed for single-family residences only. The General Plan land use designation for this site is Low-Density Residential, which is consistent with the goals and objectives of the Tentative Parcel Map. The subject site is zoned Low-Density Residential (R-L). Properties to the west, south and north are existing single-family dwelling. Directly east of the property is a legal nonconforming commercial business in an R-L zone. The proposed infrastructure improvements will include new sewer lines and sidewalks. The streets are already developed.

FISCAL IMPACT

Approval of the Tentative Parcel Map will not result in any unanticipated negative impact to the General Fund. The financial aspect of development of three residential homes on-site was already considered when the General Plan designated the site Low Density Residential and the property was zoned for residential development.

RECOMMENDATION

Staff recommends that City Council adopt the attached Resolution approving Tentative Parcel Map No. 72354.

PUBLIC COMMENTS ON THE PUBLIC HEARING

Robert Ray, Compton resident, inquired about the legalities of this public hearing; citing that the address of the property was disclosed only 48 hours ago.

On motion by Zurita, seconded by Galvan, to close the public hearing at 6:20 p.m., by the following vote on roll call:

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

COUNCIL COMMENTS ON THE PUBLIC HEARING

Councilperson Galvan asked the City Attorney to address and respond to the speaker's concerns.

City Attorney Cornwell assured Councilperson Galvan that the address was posted 72 hours prior to the public hearing being held - and that he has no problems with the matter going forward.

Councilperson Zurita asked the City Manager if this development includes the small segment of city-owned property and illegal warehousing occurring in the rear of the property.

Mr. Delgadillo remarked that he is unable to show Councilperson Zurita the boundaries of the development as the projector is not currently working.

Councilperson Zurita recommended that this item be removed until the council is able to observe and review the physical boundaries of this project development.

Councilperson Sharif asked that a report from the Planning Commission be brought back as an additional attachment to this item.

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING TENTATIVE PARCEL MAP NO. 72354 SUBDIVIDING A 18,594 SQUARE FOOT PARCEL OF LAND INTO THREE SINGLE FAMILY LOTS AT 1800 WEST 134TH STREET **(REAGENDAD)**

#2.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, spoke in opposition to Item Nos. 12, 13, and 14; contending that the one percent sales tax will be the death of the Gateway Towne Center. He reported that major contractors will eventually shop outside the City for office and home supplies once they figure out that they can save money.

Muhammad Mubarak, muralist, communicated his thoughts and prayers to the family of Autumn Johnson. He also solicited prayers and support for his family as they are also mourning the death of his sister.

David Irons, Compton resident, commended the Mayor and City Council for the issuance of a reward on behalf of Autumn Johnson. He went on to ask that the City Council consider the possibility of building a hospital in the City of Compton to ensure that the African American community receives adequate healthcare.

Benjamin Holifield, Compton resident, commended the members of the City Council for the way in which they are handling this sad occasion. He went on to ask that a local minister be present to offer the invocation at the beginning of ever City Council meeting. He also asked that the City make it a priority to ensure that the environment is conducive to success and progressive thinking.

Tim Soule, META Housing Corporation, petitioned the City Council to issue META Housing an exclusive negotiating right to develop the properties that will make up the second phase of the Metro in Compton. He reported that there are funding sources that the City is in the position to leverage such as the Affordable Housing program and over $320M from the state of California's Affordable Housing Sustainable Community program.

Councilperson Galvan asked the City Manager to bring him up to speed on this development.

Robert Carrillo, Compton resident, petitioned the City Council to demand that the street sweeping company clean the streets in front of 1800 North Castlegate and 1800 Stoneacre Street because they have not been cleaned for two weeks.

Mayor Brown requested a report back on the status of the City's street sweeping contract.

Yesenia Lucio, Latino Lives Matter, pleaded with the City of Compton to help her host a peace march on behalf of her brother whose life was lost to senseless gun violence. She also asked that the African American and Latino communities come together and unite against all types of violence.

Mayor Brown invited Ms. Lucio to participate in the "Peace March" scheduled for Sunday, February 21, 2016 at Lueders Park.

Councilperson Zurita asked the City Attorney to investigate the possibility of the City creating a reward fund to be used as a collective pot that can be drawn from and reimbursed as needed.

City Attorney Cornwell stated that he would need a request from the City Council as well as a recommendation from the Sheriff's Department concerning the manner of information that can and should be released.

Councilperson Zurita commended Ms. Lucio for her diligence and determination as she continues her plea for justice in honor of her brother.

Ms. Gonzales, Compton resident, petitioned the City of Compton to come together and support all families that have lost loved ones due to senseless gang violence.

Gilda Blueford, Compton resident, spoke in support of Item No. 13; citing that she would love the opportunity to vote at the polls for this initiative. She indicated that after conducting her own research she discovered that many of the shopping malls in Paramount, Downey, Brentwood, and Beverly Hills have increased their sales taxes by one percent. She further asserted that it is unfair and unjust for any group of people to be able to determine how she can better support and serve her City.

Lynn Boone, Compton resident, spoke in opposition to Item No. 13; citing that it would have been great if the public had been invited to learn more about the one percent sales tax proposal instead of a selected few. She further questioned how the one percent sales tax initiative could adequately address street repair, the retention and hiring of fire fighters and paramedics, increasing Sheriff staffing, expanding gang and drug prevention programs, providing economic development and youth job training programs, improving local parks and providing general fund services to the City of Compton. Ms. Boone went on to request the criteria for receiving the Key to the City of Compton. She contended that General Funds were used last week to host the ceremony and maintained that it was inappropriate for the one person not from Compton to present such an honor without the consent of the other council members.

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN ORDINANCE IMPOSING A ONE PERCENT TRANSACTIONS AND USE TAX FOR GENERAL PURPOSES TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION, DECLARING A FISCAL EMERGENCY IN THE CITY OF COMPTON WHICH INTERFERES WITH THE CITY'S ABILITY TO PROVIDE AN ADEQUATE LEVEL OF MUNICIPAL SERVICES, ORDERING THAT THE MEASURE TO ADOPT THE TRANSACTIONS AND USE TAX BE SUBMITTED TO THE VOTERS OF THE CITY AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD JUNE 7, 2016, AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURE

City Manager Haley offered a PowerPoint presentation on the one percent sales tax initiative. Mr. Haley indicated that this particular presentation will not advocate for the proposal - the intent is to educate in terms of what the proposal is about and some potential uses for funds in the event the proposal is approved by the public.

Current Sales Tax Distribution

Currently, for every dollar spent on taxable items, consumers pay 9 cents. Out of the 9 cents, the State of California captures 6.75 cents. The County $1.25 cents leaving the City with 1 cent only.

What is the One Percent Sales Tax Initiative?

A penny tax per dollar spent on the sale of local goods. This means anyone who buys taxable products in the City of Compton will be contributing to our community.
Estimated additional revenue = $7 million

How Does It Work?

$1 purchase adds 1 penny
$10 purchase adds 10 pennies
$100 purchase adds 100 pennies or $1 dollar
Only applies to taxable items

This is **NOT**:

An additional property tax
A tax on any item that is currently non-taxable such as food
A residential or commercial assessment
A bond

Surrounding Cities with approved Sales Tax Initiatives

Long Beach – Los Angeles County

Hermosa Beach – Los Angeles County

Vernon – Los Angeles County

Santa Fe Springs – Los Angeles County

South Pasadena – Los Angeles County

Paramount – Los Angeles County

Azusa – Los Angeles County

Cerritos – Los Angeles County

Norwalk – Los Angeles County

El Monte – Los Angeles County

How might the money be used?

General Fund Services and Programs such as:

1. Streets - because the general tax gives the City flexibility in spending as oppose to a Special Tax that would restrict the items but need two thirds voter approval.
2. Public Safety -Law Enforcement Services, Fire Station Improvements
3. Additional Senior Services such as: Arts & Crafts, Dance, Exercise Class, Games, Music & Drama and Senior Clubs
4. Improve and expand parks and recreation areas

How would the money be monitored?

1. The State Board of Equalization will administer the Tax Ordinance
2. Appointed Citizen Oversight committee
3. Quarterly spending reports published through City Website
4. Compton third Party Independent Audit (All expenditures are subject to annual independent audit procedures)

City Attorney Cornwell reported on the following legal steps involved: 1) the California Revenue and Taxation Code 7285.9 which requires a general purpose tax to be approved by a majority of the voters and 2) California Constitution Article 13C subsection 2B requires an election be held and shall be consolidated with a regularly scheduled general election for members of the governing bodies of the local government except in cases of emergency declared by unanimous vote of the governing body.

Mayor Brown called for the vote for Item No. 12.

12. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING AND PROVIDING FOR A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF COMPTON ON JUNE 7, 2016

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

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

On motion by Galvan, seconded by Zurita, **Ordinance # 2,265** entitled **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING AND PROVIDING FOR A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF COMPTON ON JUNE 7, 2016"** was adopted, by the following vote on roll call:

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

Discussion continued for Item No. 13.

Councilperson Sharif questioned the City's ability to adequately address the City's streets and public safety with just $7M coming in annually. In addition, Ms. Sharif commented that she thought that it would have been beneficial to the residents had the City shared the information with them through townhall meetings prior to this item moving forward.

Mayor Brown assured Councilperson Sharif that the items that were listed within the presentation are proposed uses only – and that the council has not approved any type of expenditures for this tax. Mayor Brown also noted that in order for the City to commit staff time to scheduling townhall meetings the City Council has to decide whether or not they want to invest any City resources.

Councilperson Sharif asked that Mayor Brown address the need to organize a campaign for the purposes of providing information to the constituents. Ms. Sharif maintained that the endeavor to provide residents with information would not lend itself to be an extensive or expensive effort inside City Hall or the Council Chambers.

Mayor Brown informed Councilperson Sharif that she has been diligent to host and attend the various block club meetings in all Districts for the purposes of providing information to the public while not utilizing extensive City resources.

Councilperson Sharif stated that she also feels it is important to set a sunset clause on this initiative.

Mayor Brown stated that as a former city employee, she believes that the setting of a sunset clause will represent an impending danger for city employees relying on general fund revenues.

Councilperson Sharif proclaimed that she is in full support of a sunset clause and maintained that it is the responsibility of this City Council to build trust within the community.

Councilperson Zurita stated that since this item has come back before the City Council, changes have been made, discussions have been had, and security measures have been instituted to ensure that monies are allocated as they are supposed to be. Ms. Zurita noted that she is in opposition to a sunset clause and agreed that placing too much money on a campaign and education is immature for marketing an item that may not make it to the ballot. Furthermore, Ms. Zurita stated that this item will give the people an opportunity to help the City Council make a decision on their behalf.

On motion by Zurita, seconded by Galvan, **Resolution # 24292** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN ORDINANCE IMPOSING A ONE PERCENT TRANSACTIONS AND USE TAX FOR GENERAL PURPOSES TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION, DECLARING A FISCAL EMERGENCY IN THE CITY OF COMPTON WHICH INTERFERES WITH THE CITY'S ABILITY TO PROVIDE AN ADEQUATE LEVEL OF MUNICIPAL SERVICES, ORDERING THAT THE MEASURE TO ADOPT THE TRANSACTIONS AND USE TAX BE SUBMITTED TO THE VOTERS OF THE CITY AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD JUNE 7, 2016, AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURE"** was approved, by the following on roll call:

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

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON JUNE 7, 2016, WITH THE ELECTION TO BE CONDUCTED BY THE COUNTY OF LOS ANGELES ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

On motion by Zurita, seconded by Galvan, **Resolution # 24,293** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON JUNE 7, 2016, WITH THE ELECTION TO BE CONDUCTED BY THE COUNTY OF LOS ANGELES ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE"** was approved, by the following vote on roll call:

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

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

1. FEBRUARY 9, 2016 **(Approved)**

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORT

2. DOLLARHIDE FEE WAIVER REQUEST FOR LOS ANGELES COUNTY RECORDER'S OFFICE (Poll Workers Training) – May 15, 2016 (8:00 a.m. – 7:00 p.m.)

On motion by Zurita, seconded by McCoy, the request was approved by the following vote on roll call:

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

CITY ATTORNEY'S REPORTS

CLOSED SESSION

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 16 parcels of land located within the City of Compton's Billboard Overlay Zone (B-O Zone) Negotiating Parties: City of Compton/Billboard Display, LLC
Under Negotiation: Price, Terms and Payment - Pursuant to California Government Code Section 54956.8

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

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

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR ARNAZ ENGINEERING CONTRACTORS, INC. FOR THE CONSTRUCTION AND INSTALLATION OF A NEW SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM ($790,900)

On motion by Zurita, seconded by McCoy, **Resolution # 24,294** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR ARNAZ ENGINEERING CONTRACTORS, INC. FOR THE CONSTRUCTION AND INSTALLATION OF A NEW SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM ($790,900)"** was approved, by the following vote on roll call:

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

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE LOCAL TAX COMPLIANCE SERVICES AGREEMENT (BUSINESS LICENSE FEE AUDIT, BILLBOARD AND CARD CLUB REVENUE AUDIT SERVICES) WITH MUNISERVICES, LLC TO EXTEND THE TERM OF THE AGREEMENT FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

On motion by Zurita, seconded by Sharif, **Resolution # 24,295** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE LOCAL TAX COMPLIANCE SERVICES AGREEMENT (BUSINESS LICENSE FEE AUDIT, BILLBOARD AND CARD CLUB REVENUE AUDIT SERVICES) WITH MUNISERVICES, LLC TO EXTEND THE TERM OF THE AGREEMENT FOR A PERIOD OF TWENTY-FOUR (24) MONTHS"** was approved, by the following vote on roll call:

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

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S INCORPORATED AREA IN CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 PROGRAM (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY EFFICIENCY, WATER CONSERVATION AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE IMPROVEMENTS AND AUTHORIZING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY

On motion by Zurita, seconded by Galvan, **Resolution # 24,296** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S INCORPORATED AREA IN CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 PROGRAM (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY EFFICIENCY, WATER CONSERVATION AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE IMPROVEMENTS AND AUTHORIZING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY"** was approved, by the following vote on roll call:

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

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S INCORPORATED AREA IN CALIFORNIA HOME FINANCE AUTHORITY PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPORVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND AUTHORIZING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY **(REAGENDAD TO NEXT WEEK)**

10. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 9-23.8, 9-23.14, 9-23.15 AND 9-23.16 OF CHAPTER IX OF THE COMPTON MUNICIPAL CODE RELATIVE TO THE REGULATION AND LICENSING OF BINGO GAMES FOR CHARITABLE PURPOSES IN THE CITY OF COMPTON (First Reading)

On motion by Zurita, seconded by Brown (who stepped from the Chair), to waive the reading of the ordinance in full, by the following vote on roll call:

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

Councilperson Zurita asked the City Manager to explain this ordinance.

City Manager Haley reported that the annual renewal fee for the bingo license is $50 with no other fees collected. Hence, this staff report is intended to improve upon the enforcement of regulations concerning the operation of bingo games in the City of Compton by amending certain parts of the provisions of Section 9-23.

Councilperson Zurita asked the City Attorney if the licensee is required to come before the City Council every year before their license can be issued.

City Attorney Cornwell replied affirmatively.

Councilperson Sharif questioned why the business license fee is $50 and whether or not the City can increase the fee.

City Attorney Cornwell stated that the fee was set by the penal code.

On motion by Zurita, seconded by McCoy, **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 9-23.8, 9-23.14, 9-23.15 AND 9-23.16 OF CHAPTER IX OF THE COMPTON MUNICIPAL CODE RELATIVE TO THE REGULATION AND LICENSING OF BINGO GAMES FOR CHARITABLE PURPOSES IN THE CITY OF COMPTON (First Reading)"** was placed on first reading by title only, by the following vote on roll call:

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

11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING PREVAILING WAGE REQUIREMENTS FOR PUBLIC WORKS PROJECTS, AND AMENDING CHAPTER IV OF THE COMPTON MUNICIPAL CODE (First Reading)

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

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

City Attorney Cornwell reported that this ordinance will allow the City to receive state funding and financial assistance on construction projects in the future.

On motion by McCoy, seconded by Zurita, **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING PREVAILING WAGE REQUIREMENTS FOR PUBLIC WORKS PROJECTS, AND AMENDING CHAPTER IV OF THE COMPTON MUNICIPAL CODE (First Reading)"** was placed on first reading by title only, by the following vote on roll call:

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

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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Grocery Outlet will coming to District One to occupy the space where Fresh N Easy was previously located. Employment opportunities are available. For more information contact Careerlink at (310) 605-3050.

- Honored Kendrick Lamar and Blondell Filer in recognition of Black History Month.

Councilperson Galvan offered the following communications/announcements:

- Directed the City Manager to look into an email he received from a City employee threatening to shut down an event held in the Second District.

- Asked the City Manager to look into gifts received by City employees - and asked the City Manager to provide direction as to how the councilmembers can post their events on the City's social media pages.

***Councilperson Zurita exited the meeting at 8:06 p.m.**

- Encouraged everyone to donate funds towards the funeral services of Autumn Johnson.

Councilperson McCoy offered the following communications/announcements:

- Extended her condolences to the Johnson family.

- Commented on the success of the Kendrick Lamar Key to the City of Compton event held Saturday.

- Stated that she had the pleasure of attending her first Third District townhall meeting last Thursday.

- Solicited the community to donate clothes and support Project Restoration.

Meeting adjournment
Leon Hughes Jr.

Councilperson Sharif offered the following communications/announcements:

- Congratulated Brenda Moore on her 97th birthday.

- Asked the City Manager to bring back the resolution that details his spending authority.

    - **City Manager Haley** assured Councilperson Sharif that he would work with the City Controller to bring the item back in three weeks.

- Asked the City Manager to report back on the use of $10M in Proposition C funds.

    - **Mayor Brown** made note that the City Council approved the use Proposition C funds for the Central Avenue project and McKinley Elementary School.

Meeting adjournments
Autumn Johnson
Ed Lindsey

Mayor Brown offered the following communications/announcements:

- Thanked the residents, city staff, and community leaders that came out to support the Kendrick Lamar Key to the City of Compton ceremony held last Saturday.

- "Save Our Children March & Rally" will be held Sunday, February 21, 2016 at Lueders Park beginning at 2 p.m.

- Volunteers for the "Lunch Bags For the Homeless" event scheduled for February 21, 2016 are needed. For more information please call (310) 605-5597.

- "Second Quarterly Block Club Breakfast" will be held Saturday, March 5, 2016 at the Dollarhide Community Center from 9 a.m. to 11 a.m. This event is open to the public.

- Requested the maintenance schedule for the Dollarhide Community Center and local gyms.

- Requested the budget for senior activities.

- Asked the City Attorney to bring back information related to the organization of a Historical Preservation Commission and Culture & Arts Commission.

***Councilperson Galvan exited the meeting at 8:19 p.m.**

The City Council meeting recessed to closed session at 8:22 p.m.

The City Council meeting reconvened from closed session at 8:57 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported the following person(s) present during closed session: Brown, Sharif, McCoy. For discussion, conference with real property negotiator regarding property: 16 parcels of land located within the City of Compton's Billboard Overlay Zone (B-O Zone). The negotiating parties were: City of Compton/Billboard Display, LLC Under Negotiation: Price, Terms and Payment. No reportable action was taken pursuant to California Government Code Section 54956.8.

ADJOURNMENT

The City Council meeting adjourned at 8:58 p.m. for lack of a quorum.

_____ _____

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

February 23, 2016

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 **February 23, 2016** in respect of the Public Finance Authority Lease Revenue Bonds Series 2008.

BACKGROUND

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

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

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

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

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

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

STATEMENT OF ISSUE

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

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

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

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

The actual amount of cash at US Bank (Bond Trustee) representing total proceeds of the PFA Lease Revenue Bonds Series 2008 not yet spent as of **February 15, 2016** was **$12,895,212**. The bank balance comprised the following:

	Bank Balance 02/15/2016
Capital Project Account	$ 8,946,060
Reserve Account (Lease Revenue Bonds Fund)	3,949,152
Total balance at US Bank	**$ 12,895,212**

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

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

RECOMMENDATION

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

STEPHEN AJOBIEWE
CITY CONTROLLER

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

February 23, 2016

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

FROM: **CITY CONTROLLER**

SUBJECT: **REPORT OF SALES AND USE TAX REVENUES – AS OF FEBRUARY 15, 2016**

This report contains an update of the Sales and Use Tax revenues received by the City of Compton as of February 15, 2016. The City's Sales and Use Tax Rate is currently **9.00%**. This rate comprises the following:

	Fiscal Year 2015/2016	**Fiscal Year 2014/2015**
Sales Tax Rate Imposed by State of California	7.50%	7.50%
Sales Tax Rate Imposed by Los Angeles County	1.50%	1.50%
Sales Tax Rate Imposed by City of Compton	0.00%	0.00%
Total Sales Tax Rate	**9.00%**	**9.00%**
Actual Sales Tax amount received as of Feb. 15	**$ 2,444,939**	**$ 3,562,165**

The portion of the **9%** sales tax rate receivable by the City of Compton is approximately **1%**. The City has received **$2,444,939** as part of the Sales and Use Tax revenue for the 2015/2016 Fiscal Year. From July 2015 to January 2016, the City received lesser amounts of monthly sales tax revenue allocations from the State Board of Equalization compared to the amounts received during the previous year. The State has indicated that Cities (including the City of Compton) will receive more allocations of the Sales Tax revenue close to the end of the fiscal year. The City of Compton conservatively 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

February 23, 2016

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

FROM: **CITY CONTROLLER**

SUBJECT: **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. The TRANS represents obligation of the General City.

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

STATEMENT OF ISSUE

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

The total issue expense of $197,500 represents professional fees of the Attorneys, 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 February 15, 2016, the total amount of **$9,723,224** from the TRANS proceeds and interest earned thereon had 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	1,641,079
LA County Sheriff	October 2015	1,630,968
LA County Sheriff	October 2015	1,630,968
LA County Sheriff	December 2015	1,612,598
	Total	**$ 9,723,224**

The bank balance of the TRANS proceeds as of February 15, 2016 was **$472**. The analysis of the bank balance is as follows:

	Amount
Net proceeds of the TRANS	$ 9,712,500
Add: Interest and other amount credited	11,196
	9,723,696
Less: Payments to LA County Sheriff	9,723,224
Balance of the TRANS not yet spent	**$ 472**

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

February 23, 2016

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:

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

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

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

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

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

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

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

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

STATEMENT OF ISSUE

The total Gaming revenues of the Casino for the period from July 2015 to January 2016 were within the 10% fee range. The amounts of the fee received by the City for July 2015 to January 2016 and for the corresponding months of prior year are as follows:

Month	Fiscal Year 2015/2016 Amount	Fiscal Year 2014/2015 Amount
July	$ 147,349	$ 195,413
August	150,712	204,135
September	141,910	188,296
October	150,283	196,079
November	144,958	175,385
December	147,497	180,879
January	141,107	170,275
Total	**$ 1,023,816**	**$ 1,310,462**

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.

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

February 23, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8856/LI0000587A

SUMMARY

Council will consider the claim of Jose Torres (Claim No. I-8856/LI0000587A), presented to the City on December 24, 2015, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On December 24, 2015, the above claim was presented to the City Controller by a law firm representing Claimant for personal injury and property damage. Claimant alleges that his vehicle was rear ended by a City employee while they were operating a City vehicle on December 9, 2015.

Staff requested additional information from Claimant because his claim failed to comply with the requirements of Government Code Sections 910 and 910.2. To date, Claimant has not provided sufficient information with which to adequately process the claim.

FINANCIAL IMPACT

Unknown at this time.

RECOMMENDATION

Staff recommends that this claim be denied.

/S/
CRAIG J. CORNWELL
CITY ATTORNEY

February 23, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: ROBERT DELGADILLO, SENIOR PLANNER
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 9-23.8, 9-23.14, 9-23.15 AND 9-23.16 OF CHAPTER IX OF THE COMPTON MUNICIPAL CODE RELATIVE TO THE REGULATION AND LICENSING OF BINGO GAMES FOR CHARITABLE PURPOSES IN THE CITY OF COMPTON

SUMMARY

The City Council will consider adopting an ordinance amending Chapter IX of the Compton Municipal Code by amending, in part, Sections 9-23.8, 9-23.14, 9-23.15 and 9-23.16 for the purpose of revising regulations for the operation of charitable bingo games in the City of Compton.

BACKGROUND

All bingo games for charitable purposes operated within the City of Compton are regulated under the Compton Municipal Code ("CMC"), specifically Chapter IX, Section 9-23, which was revised in its entirety by ordinance on June 15, 1993 (Ordinance No. 1,891) and later revised, in part, by ordinance on July 14, 2009 (Ordinance No. 2,193). Pursuant to CMC Subsection 9-23.3(a), there shall be a maximum of one (1) Special Bingo License approved for each one hundred thousand (100,000) residents located within the City. Currently, under CMC Section 9-23.8, the Special Bingo License is valid for ten (10) years from the date of issuance. Notwithstanding the annual renewal fee in the amount of fifty dollars ($50.00), no other fees or funds are collected from the operation of the "Special" bingo license.

The current and only "Special" Bingo License ever issued by the City was awarded to the Samoan Christian Church of South Los Angeles to conduct bingo operations for charitable purposes at the Crystal Casino event center located at 123 Artesia Boulevard. They were awarded Special Bingo License #BL 09-01 on January 26, 2010 pursuant to City Council Resolution No. 23,038. Prior to operating in the City of Compton, the Samoan Christian Church of South Los Angeles had operated bingo games in the City of Inglewood at the Hollywood Park Casino. In June 2015, the City Council, for specified reasons, revoked the Church's Special Bingo License, with said revocation becoming effective December 31, 2015. On December 22, 2015, the City Council extended the effective date of the approved revocation of Special Bingo License # BL 09-01 to June 30, 2016.

STATEMENT OF THE ISSUE

The City of Compton intends to improve the enforcement of its regulations relative to the operation of bingo games for charitable purposes by amending, in part, certain provisions of Section 9-23 that pertain to the retention of charitable proceeds and the reduction of the term from the date on which the Special bingo license was issued.

The purpose of this Staff Report and Ordinance is to propose amendments revising four (4) specific subsections of Chapter IX, Section 9-23. The amendments proposed are shown below. The proposed new language is shown as underlined and in **bold**. The proposed amendments reduce the current license term of ten (10) years to one (1) year, require all net financial proceeds to be given to local Compton-based charities/non T profit organizations and requires financial reports to be filed with the City Controller instead of the Planning Department. All of the proposed amendments maintain the intent of Section 9-23 while granting the City more oversight control.

Proposed Amendments to CMC 9-23 "BINGO FOR CHARITABLE PURPOSES"

9-23.8 Issuance, Termination and Renewal of License.
In approving an application for a special license, the Council may impose conditions upon such license in addition to the requirements contained herein. The Planning Department shall provide to the applicant a copy of the City's acceptance form, which shall state that the applicant is aware of and will abide by all conditions imposed by the Council. Upon receipt of the acceptance form signed by the applicant, the City License Collector shall thereupon issue the license, which shall be for a term of ~~ten (10) years~~ **one (1) year** from the date on which it was issued, unless revoked by the Council pursuant to the provisions hereof or surrendered by the licensee. In the event of the surrender, suspension, revocation or expiration of the license, no portion of any license fee or deposit shall be refunded. **Not less than two (2) months prior to the expiration of a license, the licensee shall file a request for renewal with the City Clerk to extend the special license for another term of one (1) year. Such request shall be placed before the City Council for consideration by resolution.**

9-23.14 Profits of Bingo Game Operated by 23701d Organization.
All profits derived from bingo games operated by an organization exempt from payment of the bank and corporation tax under Section 23701d of the Revenue and Taxation Code shall be deposited into and retained in a special fund or account, which shall not be commingled with any other fund or account of the licensee. Such profits shall be deposited into such account within twenty-four (24) hours after completion of the bingo game and shall be used only for **local** charitable purposes **within the City of Compton**. **The holder of any special license shall provide the office of the City Manager with a list of all charities and non-profit organizations receiving such bingo funds and**

shall be notified of all charities no longer receiving such funds or of any changes. The City Manager may designate or approve new charities or non-profit organizations to receive bingo funds.

9-23.15 Proceeds of Bingo Game Operated by Other Than 23701d Organization.

All proceeds derived from bingo games operated by an organization other than one exempt from payment of the bank and corporation tax under Section 23701d of the Revenue and Taxation Code shall be deposited into and retained in a special fund or account, which shall not be commingled with any other fund or account of the licensee. Such proceeds shall be deposited into such account within twenty-four (24) hours after completion of the bingo games and shall be used only for charitable purposes, except as follows:

a. Such proceeds may be used for prizes;

b. A portion of such proceeds~~, not to exceed twenty (20%) percent of the proceeds before the deduction for prizes or one thousand ($1,000.00) dollars per month, whichever is less,~~ may be used for rental of property, overhead, including the purchase of bingo equipment, administrative expenses, security equipment and security personnel; and

c. Such proceeds may be used for license fees; and

d. All net proceeds (minus prizes, rent, security, and bingo supplies) shall remain in the City of Compton and shall be given to local charities or non-profit organizations. The holder of any special license shall provide the office of the City Manager with a list of all charities and non-profit organizations receiving such bingo funds and shall be notified of all charities no longer receiving such funds or of any changes. The City Manager may designate or approve new charities or non-profit organizations to receive bingo funds.

9-23.16 Records and Reports

f. All licensees shall file with the ~~Planning Department~~ **City Controller** a financial report, showing the gross revenue received from the bingo games, the costs incurred and disbursements made, the deposits into the special fund or account and all withdrawals therefrom. Accessory bingo licensees shall file the report six (6) months after the date of issuance of the license and annually thereafter. Special bingo licensees shall file said report on or before the first of each month for the life of the license. A copy of said report shall be submitted to the City Treasurer in conjunction with the monthly licensing fee. Failure to file such report within ten (10) days after the date due shall be grounds for suspension or revocation of the license or, if applicable, for denial of a new license.

No other changes to the remaining provisions of Section 9-23 are proposed.

FINANCIAL IMPACT

Presently, Bingo licensees must pay an initial and annual license fee of $50. No other Business license fee or tax, based off the gross bingo receipts, can be collected. However, Section 9-23.3(b)(1) permits the City to collect a monthly fee to pay for the costs of law enforcement and fire protection services related to bingo. Currently, there is no adopted fee schedule for law enforcement and public safety services related to bingo. However, the City may adopt by resolution establishing a schedule of fees for the costs incurred by the City for law enforcement and public safety services.

The adoption of these amendments will not adversely impact the General Fund, however, the proposed retention of the net financial bingo proceeds will have significant impact for certain local charities through the receipt of monthly bingo funds.

RECOMMENDATION

Staff recommends that the City Council adopt the attached proposed Ordinance amending certain sections of CMC 9-23.

ROBERT DELGADILLO, SENIOR PLANNER
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 9-23.8, 9-23.14, 9-23.15 AND 9-23.16 OF CHAPTER IX OF THE COMPTON MUNICIPAL CODE RELATIVE TO THE REGULATION AND LICENSING OF BINGO GAMES FOR CHARITABLE PURPOSES IN THE CITY OF COMPTON

WHEREAS, all bingo games for charitable purposes operated within the City of Compton are regulated under Section 9-23 of Chapter IX of the Compton Municipal Code (CMC); and

WHEREAS, pursuant to CMC Subsection 9-23.3, there shall be a maximum of one (1) Special Bingo License approved for each one hundred thousand (100,000) residents located within the City; and

WHEREAS, current City regulations grant a Special Bingo License for a term of ten (10) years from the date of issuance by the City; and

WHEREAS, the City desires to reduce the ten (10) year term to a more accepted term of one (1) year; and

WHEREAS, current regulations of a "Special" Bingo License do not adequately insure that the financial proceeds of the charitable bingo games remain in the City of Compton and benefit local charities; and

WHEREAS, the City Council has determined that the proposed amendments to reduce the current license term of ten (10) years to one (1) year, to require all net financial proceeds to be given to local Compton-based charities/non-profit organizations and to require financial reports to be filed with the City Controller instead of the Planning Department will promote the public health, safety and welfare of the residents of the City and provide greater oversight control to the City.

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

Section 1. That **Section 9-23.8** of Chapter IX of the Compton Municipal Code is hereby amended to read as follows:

9-23.8 Issuance, Termination and Renewal of License.

In approving an application for a special license, the Council may impose conditions upon such license in addition to the requirements contained herein. The Planning Department shall provide to the applicant a copy of the City's acceptance form, which shall state that the applicant is aware of and will abide by all conditions imposed by the Council. Upon receipt of the acceptance form signed by the applicant, the City License Collector shall thereupon issue the license, which shall be for a term of one (1) year from the date on which it was issued, unless revoked by the Council pursuant to the provisions hereof or surrendered by the licensee. In the event of the surrender, suspension, revocation or expiration of the license, no portion of any license fee or deposit shall be refunded. Not less than two (2) months prior to the expiration of a license, the licensee shall file a request for renewal with the City Clerk to extend the special license for another term of one (1) year. Such request shall be placed before the City Council for consideration by resolution.

Section 2. That **Section 9-23.14** of Chapter IX of the Compton Municipal Code is hereby amended to read as follows:

9-23.14 Profits of Bingo Game Operated by 23701d Organization.

All profits derived from bingo games operated by an organization exempt from payment of the bank and corporation tax under Section 23701d of the Revenue and Taxation Code shall be deposited into and retained in a special fund or account, which shall not be commingled with any other fund or account of the licensee. Such profits shall be deposited into such account within twenty-four (24) hours after completion of the bingo game and shall be used only for local charitable purposes within the City of Compton. The holder of any special license shall provide the office of the City Manager with a list of all charities and non-profit organizations receiving such bingo funds and shall be notified of all charities no longer receiving such funds or of any changes. The City Manager may designate or approve new charities or non-profit organizations to receive bingo funds.

Section 3. That **Section 9-23.15** of Chapter IX of the Compton Municipal Code is hereby amended to read as follows:

9-23.15 Proceeds of Bingo Game Operated by Other Than 23701d Organization.

All proceeds derived from bingo games operated by an organization other than one exempt from payment of the bank and corporation tax under Section 23701d of the Revenue and Taxation Code shall be deposited into and retained in a special fund or account, which shall not be commingled with any other fund or account of the licensee. Such proceeds shall be deposited into such account within twenty-four (24) hours after completion of the bingo games and shall be used only for charitable purposes, except as follows:

a. Such proceeds may be used for prizes;

b. A portion of such proceeds may be used for rental of property, overhead, including the purchase of bingo equipment, administrative expenses, security equipment and security personnel;

c. Such proceeds may be used for license fees; and

d. All net proceeds (minus prizes, rent, security, and bingo supplies) shall remain in the City of Compton and shall be given to local charities or non-profit organizations. The holder of any special license shall provide the office of the City Manager with a list of all charities and non-profit organizations receiving such bingo funds and shall be notified of all charities no longer receiving such funds or of any changes. The City Manager may designate or approve new charities or non-profit organizations to receive bingo funds.

Section 4. That **Section 9-23.16** of Chapter IX of the Compton Municipal Code is hereby amended to read as follows:

9-23.16 Records and Reports

f. All licensees shall file with the City Controller a financial report, showing the gross revenue received from the bingo games, the costs incurred and disbursements made, the deposits into the special fund or account and all withdrawals therefrom. Accessory bingo licensees shall file the report six (6) months after the date of issuance of the license and annually thereafter. Special bingo licensees shall file said report on or before the first of each month for the life of the license. A copy of said report shall be submitted to the City Treasurer

in conjunction with the monthly licensing fee. Failure to file such report within ten (10) days after the date due shall be grounds for suspension or revocation of the license or, if applicable, for denial of a new license.

Section 5. That the City Council declares that, should any provision, section, subsection, sentence, paragraph, clause, phrase or word of this Ordinance, hereby adopted, be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by an reason of any preemptive legislation, the remaining provisions, sections, subsections, sentences, paragraphs, clauses, phrases or words of this Ordinance hereby adopted shall remain in full force and effect.

Section 6. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, Planning and Economic Development Department, Building and Safety Department, and the Los Angeles County Sheriff's Department - Compton Station.

Section 7. That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect thirty (30) days after the date of its final passage and adoption by the City Council.

Section 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

ADOPTED this ___ day of _____, 2016.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2016.

That said Ordinance 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: **City Attorney**

RESOLUTION TITLE: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 9-23.8, 9-23.14, 9-23.15 AND 9-23.16 OF CHAPTER IX OF THE COMPTON MUNICIPAL CODE RELATIVE TO THE REGULATION AND LICENSING OF BINGO GAMES FOR CHARITABLE PURPOSES IN THE CITY OF COMPTON (First Reading)**

Ruth Rugley	**2/10/2016 12:32:29 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**2/11/2016 2:19:55 PM**
CITY ATTORNEY	DATE
Regina Tercero	**2/11/2016 1:43:29 PM**
CITY CONTROLLER	DATE
Roger Haley	**2/11/2016 10:01:50 AM**
CITY MANAGER	DATE

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

February 23, 2016

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY ATTORNEY**

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, ADOPTING PREVAILING WAGE REQUIREMENTS FOR PUBLIC WORKS PROJECTS, AND AMENDING CHAPTER IV OF THE COMPTON MUNICIPAL CODE**

SUMMARY

The attached ordinance adds a new section 4-11.12, "Payment of Prevailing Wages Required for Public Works Projects," to the Compton Municipal Code.

BACKGROUND

Senate Bill No. 7 (2013)

Senate Bill No. 7 ("SB7") served to enact Labor Code Section 1782 which provides that charter cities may not receive State funding or financial assistance for construction projects unless the City has a local prevailing wage ordinance, applicable to all of its public works contracts, which includes requirements that are equal to or greater than the requirements imposed by Labor Code Section 1770, *et seq.*, the State's prevailing wage requirements. Labor Code Section 1782 excludes construction contracts for projects of $25,000.00 or less, and projects of $15,000.00 or less involving alteration, demolition, repair, or maintenance work. Labor Code Section 1782 does not apply to State funding or financial assistance that was awarded prior to January 1, 2015, or to such funding or financial assistance to complete contracts that were bid or awarded prior to January 1, 2015.

STATEMENT OF THE ISSUE

SB7 was passed in response to the 2012 California Supreme Court decision *State Building and Construction Trades Council v. City of Vista*, which held that a charter city may exempt itself from the State's prevailing wage requirements because the issue of wages paid for locally funded projects is a "municipal affair," rather than being of statewide significance. The City currently has no prevailing wage ordinance. Therefore, based upon the express provisions of Labor Code Section 1782, upon adoption of the prevailing wage ordinance under consideration, the City will be entitled to continue to receive State funding and financial assistance for its public works projects.

RECOMMENDATION

For the reasons set forth above, it is recommended that the City Council adopt this ordinance requiring payment of prevailing wages on specified public works projects in order to satisfy the requirements of Labor Code Section 1782, and to continue to receive State funding and financial assistance for public works projects undertaken by the City.

CRAIG CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, ADOPTING PREVAILING WAGE REQUIREMENTS FOR PUBLIC WORKS PROJECTS, AND AMENDING CHAPTER IV OF THE COMPTON MUNICIPAL CODE

WHEREAS, newly enacted Labor Code Section 1782 provides that charter cities may not receive State funding or financial assistance for construction projects unless the city has a local prevailing wage ordinance, applicable to all of its public works contracts, which includes requirements that are equal to or greater than the requirements imposed by Article 2, Chapter 1, Part 7, Division 2 of the California Labor Code, commencing with Section 1770, and containing the State's prevailing wage requirements; and

WHEREAS, Labor Code Section 1782 excludes contracts for projects of $25,000 or less for construction work, and projects of $15,000 or less for alteration, demolition, repair, or maintenance work; and

WHEREAS, Labor Code Section 1782 does not apply to State funding or financial assistance that was awarded prior to January 1, 2015, or to State funding or financial assistance to complete contracts bid or awarded prior to January 1, 2015; and

WHEREAS, it is the intent of the City of Compton in adopting this Ordinance to satisfy the requirements of Labor Code Section 1782, and to require the payment of prevailing wages on all non-exempt public works projects in order to continue to receive State funding and financial assistance for the City's construction projects.

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

Section 1. Chapter IV of the Compton Municipal Code is hereby amending by adding Section 4-11.12 (Payment of Prevailing Wages Required for Public Works Projects), to read as follows:

"4-11.12 Payment of Prevailing Wages Required for Public Works Projects. Except as otherwise provided in this section, the general rate of per diem wages, as set forth in Labor Code Section 1770, et seq., or any successor provision thereto ("prevailing wages"), shall be paid on all City public works projects. As used in this section, the term 'public works' shall have the same meaning and shall refer to the same term as used in Labor Code Section 1782. All notices inviting bids for such public works projects shall incorporate and provide notification of the provisions of this section. Nothing in the City Charter, including Section 1409, shall affect the provisions of this Section.

ORDINANCE NO. _____

Exceptions. In accordance with the provisions of Labor Code Section 1782, the requirement to pay prevailing wages, as set forth above in this section, does not apply to the following: (a) a contract of $25,000 or less when the contract is for construction work; or (b) a contract of $15,000 or less when the contract is for alteration, demolition, repair, or maintenance work; or (c) a public works contract that was advertised or awarded prior to January 1, 2015."

Section 2. As this Ordinance affects only wages to be paid on public works contracts, this Ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

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

Section 4. A copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, and City Controller, and a copy shall be forwarded to the State Director of Industrial Relations in order for the City to be included on the Director's list of charter cities that may receive and use State funding or finance assistance for their construction projects.

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

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

ADOPTED this _____ day of _____, 2016.

_____

MAYOR OF THE CITY OF COMPTON

ORDINANCE NO. _____

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita L. Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2016.

The Ordinance was adopted by the following vote, to wit:

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

_____
CITY CLERK OF THE CITY OF COMPTON

February 23, 2016

TO: MAYOR AND CITY COUNCIL

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 AN AGREEMENT WITH LAE ASSOCIATES, INC., FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CENTRAL AVENUE PAVEMENT REHABILITATION PROJECT (CIP #15-03) AND ESTABLISHMENT OF A PURCHASE ORDER IN THE AMOUNT OF $156,490

SUMMARY

Adoption of this resolution by the City Council will authorize the City Manager to enter into a professional services agreement with LAE Associates, Inc. for the provision of construction management and inspection services for the Central Avenue Pavement Rehabilitation Project (CIP #15-03) and authorize the establishment of a purchase order in the amount of $156,490.00.

BACKGROUND

On November 5, 2015, the Public Works/Municipal Utilities Department advertised for the construction of the Central Avenue Pavement Rehabilitation Project CIP #15-03. The project consists of installing Cement Treated, Full Depth Reclamation ("FDR"); Cold Central Plant Recycled ("CCPR") Pavement; Asphalt Rubber Hot Mix ("ARHM"); construct ADA compliant access ramps; curb & gutter and sidewalk improvements; striping and traffic loop replacement; and other appurtenant work.

On February 9, 2016, the City Council awarded the construction services contract to Shawnan for the Central Avenue Pavement Rehabilitation Project. An essential component of the project is to obtain the services of a qualified and experienced engineering firm to provide construction management and inspection services for the project.

STATEMENT OF ISSUE

Staff advertised to solicit proposals for construction management and inspection services for the pavement street rehabilitation project from qualified firms. On November 9, 2015, a total of eleven (11) proposals were received, reviewed and ranked by staff with the three (3) most responsive firms selected as follows:

Rank	Construction Management Firm	Location
1	LAE, Inc.	Placentia, CA
2	AMC Inc.	Cerritos, CA
3	Interwest Consulting Group	Huntington Beach, CA

The construction management and inspection services to be provided for subject project shall include:

1. **Preconstruction Conference** – Outline project specifics. Inform contractor of project administration procedures.

2. **Management Information System** – Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders, etc.

3. **Review Traffic Control Plans** – Review contractor's plans for detours, shutdowns and access for emergency vehicles.

4. **Meetings** – Conduct meetings to discuss background, scope, objectives, schedule, current, and past issues as necessary.

5. **Issues Management** – Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.

6. **Schedule** – Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.

7. **Cost Control** – Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.

8. **Labor Compliance** – Provide labor compliance reports to include reporting on prevailing wage, payroll documentation, compliance status, and certified payrolls.

9. **Change Orders** – Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution. Keep the City appraised of impact of cumulative change orders.

10. **Dispute Resolution** – Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.

11. **Quality Control/Inspection** – Observe and monitor all aspects of the project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide

photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Provide materials testing services.

12. **Public Relations** – Communicate with local business community regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.

13. **Permit/Environmental Compliance** – Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.

14. **Progress Payments** – Review and approve all contractor's payment request. Verify contractor pay items. Prepare payment documentation for execution.

15. **Monthly Status Reports** – Prepare monthly reports highlighting project progress, CCO's, cost issues, and schedule.

16. **Site Safety** - Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition and investigate accidents.

17. **"As-Built" Drawings** – Collect, review, and transmit contractor's data to engineer.

18. **Final Walkthrough** – Make final inspections and prepare punch list. Verify that required certificates of compliance, O&M manuals and as-build drawings have been delivered.

19. **Project Completion Report** – Process final progress payment to contractor. File Notice of Completion. Prepare final report and review project records.

Selection Process

Pursuant to the Request for Proposals, it was requested that firms respond with their qualifications, scope of service, etc., in one package and their fee in a sealed, separate cover. A committee consisting of Public Works staff reviewed the proposals submitted. The committee reviewed the material in the Request for Proposal (RFP) submitted by the consultants and ranked the most qualified proposals.

The selection of the most responsive qualified firm for the construction management services was on the basis of demonstrated competence and professional qualifications. Qualification Based Selection ("QBS") is where selection is based on the most appropriate provider of the professional services; fees are not an initial consideration. The evaluation process used by the selection committee for ranking the proposal was based upon the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work. The fees were not considered until after the selection of the most qualified firms.

After evaluation of the proposals submitted, staff determined that the proposal and fee ($156,490) submitted by LAE Associates, Inc., was deemed the most responsive firm to provide the needed construction management and inspection services for the Central Avenue Pavement Street Rehabilitation Project, Phase 1. LAE Associates, Inc. will provide the City with a highly competent, experienced and licensed Project Manager/Resident Engineer and a Construction Manager with extensive experience delivering comparable services on the successful completion of very similar projects for several Southern California cities.

In order to award the professional service agreement to LAE Associates, Inc. to provide construction management services to be performed on the Central Avenue Pavement Street Rehabilitation Project, City Council's authorization is necessary.

ALTERNATIVE

The City desires construction management services of the Central Avenue Street Rehabilitation Project. No alternative is being proposed.

FISCAL IMPACT

Adequate funds in the amount of $156,490.00 are available in the Public Works/Municipal Utilities Department's 2015-2016 Fiscal Year budget in Account No. 1900-710-000-4269 (Prop C).

RECOMMENDATION

Staff recommends the City Council accepts the proposal submitted by LAE Associates, Inc. to provide construction management services for the Central Avenue Pavement Rehabilitation Project and authorize the City Manager to enter into a professional services agreement and establish a purchase order in the amount of $156,490.00.

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

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

Attachment: Proposal

GHD:GK:JS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LAE ASSOCIATES, INC., FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CENTRAL AVENUE PAVEMENT REHABILITATION PROJECT (CIP #15-03) AND ESTABLISHMENT OF A PURCHASE ORDER IN THE AMOUNT OF $156,490

WHEREAS, the City of Compton, through the Public Works/Municipal Utilities Department, is currently in the process of rehabilitating pavement on Central Avenue, designated as the Central Avenue Pavement Rehabilitation Project (CIP #15-03); and

WHEREAS, the project consist of installing Cement Treated Full Depth Reclamation (FDR), Cold Central Plan Recycled (CCPR) Pavement; Asphalt Rubber Hot Mix (ARHM), install ADA compliant curb ramps, curb, gutter and sidewalk improvements, striping and traffic loop replacement; and other appurtenant work; and

WHEREAS, on November 5, 2015, the Public Works/Municipal Utilities Department advertised for the construction phase of the Central Avenue Pavement Rehabilitation Project and on February 9, 2016, the City Council awarded the construction services contract to Shawnan; and

WHEREAS, an essential component of the project is to obtain the services of a qualified and experienced engineering firm to provide construction management and inspection services for the project; and

WHEREAS, staff advertised to solicit proposals for construction management and inspection services for the pavement street rehabilitation project from qualified firms and on December 9, 2015, a total of eleven (11) proposals were received, reviewed and ranked by staff and the three (3) most responsive firms are as follows:

Rank	**Construction Management Firm**	**Location**
1	LAE, Inc.	Placentia, CA
2	AMC Inc.	Cerritos, CA
3	Interwest Consulting Group	Huntington Beach, CA

WHEREAS, the evaluation process used by the selection committee for ranking the proposal was based upon the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work and after evaluation of the proposals submitted, staff determined that the proposal and fee ($156,490) submitted by LAE Associates, Inc., was deemed the most responsive firm to provide the needed construction management and inspection services for the Central Avenue Pavement Street Rehabilitation Project, Phase 1; and

WHEREAS, funds in the amount of $156,490.00 are available in the Public Works/Municipal Utilities Fiscal Year 2015-2016 budget.

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

SECTION 1. That the proposal submitted by LAE Associates, Inc. is hereby accepted.

SECTION 2. That the City Manager, upon approval of the City Attorney is hereby authorized to enter into a professional services agreement with LAE Associates, Inc. for provision of construction management and inspection services for the Central Avenue Pavement Rehabilitation Project (CIP #15-03).

SECTION 3. That a purchase order in the amount of $156,490.00 is authorized to be established for LAE Associates, Inc. for services performed for the Central Avenue Pavement Rehabilitation Project.

SECTION 4. That funds in the amount of $156,490.00 are available in the Public Works/Municipal Utilities Department's 2015-2016 Fiscal Year budget Account No. 1900-710-000-4269.

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

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

ADOPTED this _____ day of _____, 2016.

_____
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 to by the City Clerk, at a regular meeting thereof held on the _____ day of _____, 2016.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

LAE
Associates, Inc.

PROJECT • CONSTRUCTION • PROG MANAGEMENT
City Services • Staff Augmentation
Capital Project Planning • Transportation Funding Strategies
Caltrans Local Assistance Services

December 9, 2015

Glen W. C. Kau, P.E.
City of Compton
Public Works/Municipal Utilities Director
205 South Willowbrook Avenue
Compton, CA 90220

SUBJECT: PROPOSAL TO PROVIDE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CENTRAL AVENUE PAVEMENT REHABILITATION PROJECT – CIP #15-03

Dear Mr. Kau:

LAE Associates, Inc. (LAE) is pleased to have the opportunity to submit this proposal to provide the City of Compton (City) with Construction Management and Inspection Services for the subject project. Throughout this letter and our proposal, we express our sincere interest in working closely with the City, our extensive experience, as well as our understanding of the City's needs from this partnership.

Our exceptional work ethic and professional relationships have allowed us to be a key player in the Southern California arena, providing services to many public agencies and organizations. We constantly work and interact with public agencies who have very similar and comparable projects as the City does, enabling us to reinforce our knowledge and expertise to the City. Having a consistent positive track record with government agencies on City, County, State, and Federal levels makes us efficient and effective in performing our duties. We also actively work with Regional Transportation Planning Agencies (RTPAs) and the Metropolitan Planning Organization (MPO).

The assembled team designated to providing Construction Management and Inspection Services has a vast range of experience in this line of work. Each key person assigned to this project has over thirty (30) years of Public Works experience on projects just like this one. We understand that Capital Improvement Projects (CIPs) are designed to enhance the quality of life, in this case by improving the pavement on a heavily used roadway.

Due to our knowledge of the scope of work and region, we will be able to assist the City with the Central Avenue Pavement Rehabilitation Project. With team members having worked for various Cities, Counties, Caltrans, and other public agencies as Construction Managers, LAE presents itself as having a firm grasp of the intricacies and details associated with the nature of the project. Once again, thank you for providing LAE with an avenue to be of service to the City of Compton.

Please feel free to contact me with any inquiries regarding this proposal at 714-993-2840 or FredA@LAEassociates.com.

Sincerely,

F. Alamolhoda

Fred Alamolhoda, P.E.
President

#10.

LAE ASSOCIATES, INC.

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LAE ASSOCIATES, INC.

A. Company Overview

LAE Introduction

LAE Associates, Inc. (LAE) is a provider of professional engineering services to public agencies all across Southern California, with an objective of bettering the communities we live in and ensuring the satisfaction of our clients. In 2007, LAE was founded on the premise of enhancing the processes, outcomes, and nature of municipal projects. LAE is a Small Business Enterprise (SBE) firm and being a California corporation, LAE's clients include California cities, counties, and other public agencies.

Company Profile:

Organization
California Corporation
Small Business Enterprise

Location
Placentia, CA

Insurance Coverage

- General Liability
- Professional Liability
- Worker's Compensation
- Automotive

Our firm specializes in construction, program, and project management services for public agencies. In addition, LAE's services include: Inspection, City Services, Staff Augmentation, Capital Project Planning, Transportation Funding Strategies, full spectrum of Caltrans Local Assistance Services Training and Consulting to individual cities, and Transportation Grant Writing Services to Cities, Counties, Councils of Governments, and other Public Agencies.

Having familiarity with the area allows us to provide our services in a time-effective and efficient manner with high caliber outcomes. LAE employees have experience in the public sector and know the intricacies involved in this RFP's line of work. The management of the firm has over thirty-two (32) years of Public Works experience, having been employed with a number of cities and Caltrans on relevant practices. The LAE team has been successful in its efforts due to its high quality and timely project delivery, experienced staff, loyal clients, and reputable project partners it possesses.

Experience and Demonstrated Excellence

LAE has a demonstrated history of providing Consultant Services for Construction Management (CM) and Inspection work, having worked very closely with Cities, Counties, Caltrans, SANBAG, and other public agencies. We are the on-call consultant for many of our clients, assisting them in times of urgency as well as year-round on a variety of Public Works projects. LAE has also been a sub-consultant to many reputable firms, such as Parson Transportation Group Inc. (Parsons), Psomas, Tait & Associates, RKA Consulting Group, SA Associates, Engineering Resources, and others.

We have experience and knowledge in CM and Inspection with public agencies. We are very familiar with the entire project process, from pre-construction to post-construction, and how to obtain desirable results for the City of Compton (City). We have been able to streamline this process for our clients with a series of established methods and rapport developed with the participating agencies.

LAE has been providing relevant project services to public agencies, services that are quite similar to those in which the City is seeking through this RFP. The services have consisted of the following, which will be described in greater detail in the Approach and Methodology section:

- Pre-Construction Services
- Construction Phase Services
- Post-Construction Services

The following are relevant examples of how LAE is qualified and ready to handle the needs and expectations of the City. As illustrated below, LAE has provided assistance to public agencies with the delivery of various Construction Management needs.

Partial List of Relevant Project Experience:

Citrus Avenue Roadway Reconstruction Project
Client: City of Azusa
Description: Removal, disposal, and replacement of existing deteriorated AC pavement, base, curb and gutter. New local depressions and drive approaches installation as well as adjusting the manholes, utility covers, and utility boxes to grade. Restriping of Citrus Avenue with no roadway expansion.
Project Funding Type: American Recovery and Investment Act (ARRA)
Construction Cost: $722,728.00
LAE's Duties: Construction Manager
LAE Team Members: Fred Alamolhoda, Sandy Aghdam, Mordecai Nickerson

Palo Verde Avenue Pavement Rehabilitation Project
Client: City of Bellflower
Description: Rehabilitation/resurfacing of the segment of Palo Verde Avenue which extended from Artesia Blvd. to the South City Limit. Project consisted of: Grinding and overlaying of the two segments, reconstruction of curb ramps, pavement striping, replacement of detection loops, placement of bicycle detection loops, coordination with utilities and other concerned agencies, residents, and/or businesses.
Project Funding Type: STP-L Funds
Construction Cost: $380,000
LAE's Duties: Construction Manager
LAE Team Members: Fred Alamolhoda, Sandy Aghdam, Rocky Hale

Grand Avenue Rehabilitation Project– Phase I
Client: City of Diamond Bar
Description: Asphalt concrete grinding and overlay, crack sealing, deep cuts, and other pavement treatments. Modifications/improvements to the existing center median islands, architectural treatment and aesthetic enhancement to the roadway and intersections. The center median modifications included reconstruction of curbs, replacement of existing irrigation system, landscape, hardscape, planting, and concrete improvements. Traffic safety enhancements such as installation and modifications of street lights, traffic signal modifications, signal timing synchronization, striping, drainage improvements, and streetscape improvements.
Project Funding Type: SAFETEA-LU DEMO Funds
Construction Cost: $1,750,000
LAE's Duties: Construction Manager
LAE Team Members: Fred Alamolhoda, Sandy Aghdam, Kevin Alamolhoda, Rene Cohen

Grand Avenue Rehabilitation Project– Phase II & III
Client: City of Diamond Bar
Description: Construction of overlay, pavement reconstruction, construction of curb and gutter as well as sidewalk, reconstruction of median curb, landscape and irrigation improvement in median divider, installation and modifications of traffic signals, traffic signing and striping and other incidental and appurtenant work.
Project Funding Type: SAFETEA-LU DEMO Funds
Construction Cost: $4,250,000
LAE's Duties: Construction Manager
LAE Team Members: Fred Alamolhoda, Sandy Aghdam, Kevin Alamolhoda, Rene Cohen

Preventative Street Maintenance Program
Client: City of Diamond Bar
Description: Roadway slurry, chip seal, and overlay treatments. Approximately 10 miles of arterial roadway at various locations within different arterial zones.
Project Funding Type: Various Funds
Construction Cost: $1,850,000.00
LAE's Duties: Construction Manager
LAE Team Members: Fred Alamolhoda, Sandy Aghdam, Kevin Alamolhoda, Rene Cohen

LAE ASSOCIATES, INC.

Organizational Chart

Shown below is a Project Organization Chart representing the team members in which LAE has carefully selected to work with the City. These individuals will closely work with the City in order to achieve the goals set forth by this RFP.

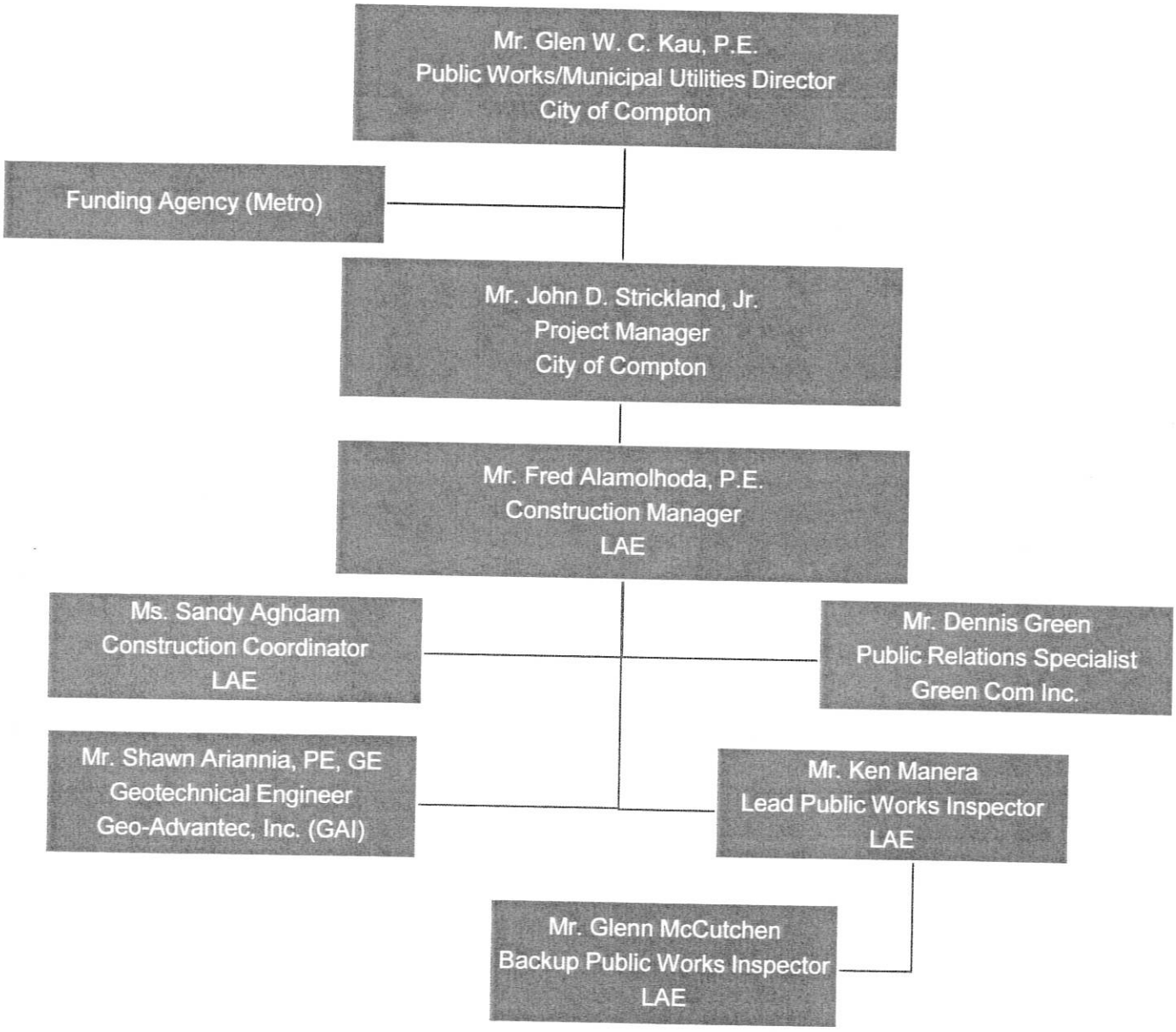


Figure 1: Project Organization Chart

Additional team members such as Kevin Alamolhoda, Assistant Project Manager, and Ciros Ganji, Public Works Inspector, will be available to assist with a variety of Office and Field Engineering functions on an as-needed basis. GAI's Caltrans certified Soil Technicians, conducting the field tests, are not shown on this organization chart.

LAE ASSOCIATES, INC.

Proposed Staffing

Key Personnel, Role, Education, Years of Experience	Experience Summary
Fred Alamolhoda, P.E. **Construction Manager** Education: M.S. Civil Engineering, B.S. Civil Engineering Years of Experience: 32 years	Mr. Fred Alamolhoda will be assigned as the Construction Manager for the City of Compton's Central Avenue Pavement Rehabilitation Project. With over 32 years of experience in Municipal Engineering, and having worked for a number of Cities as well as Caltrans, he possesses the required knowledge and experience for this project. To be current with the latest in construction management, he regularly attends seminars, workshops, and refresher courses. In 2014, he completed the Caltrans Resident Engineers Academy. Mr. Alamolhoda's Construction Management experience comes from being a consultant for many Cities, as well as performing Construction Management duties while being an employee for the Cities of Ontario (7 years), Diamond Bar (3 years), Redlands (3 years), and Caltrans Construction Management Division (1 year). He is committed and will be readily accessible for project needs and inquiries.
Ken Manera **Lead Public Works Inspector** Education: Courses in Construction Management from San Bernardino Valley College and Cal Poly Pomona Years of Experience: 40 years	Mr. Ken Manera will be the lead Public Works Inspector for this project and will ensure proper construction inspection. He is an experienced Public Works Inspector, having worked for the public sector and the private sector. His thorough, unique, and practical experience in Asphalt Concrete and Concrete Pavement will be beneficial to the City, LAE, and the overall quality of construction.
Glenn McCutchen **Backup Public Works Inspector** Education: Courses in Construction Management from San Bernardino Valley College Years of Experience: 25 years	Mr. Glenn McCutchen brings over twenty-five (25) years of experience, having worked in many capacities in Construction. He has worked in both the public and private sector as a Contract Manager and Public Works Construction Inspector. Having managed up to five (5) projects at one time, he is recognized as being a multi-tasker and a team member who meets and exceeds expectations.
Sandy Aghdam **Program Coordinator** Education: M.S. Transportation Engineering, B.S. Engineering Years of Experience: 8 years	Ms. Sandy Aghdam has much experience in the area of transportation engineering and construction. She is very familiar with Metro, Caltrans, RCTC, SANBAG, and FHWA requirement processes. As part of LAE's continuous learning, she commonly attends workshops, trainings, and seminars in Project Management, Contract Administration, Construction Management, and Labor Compliance Administration. Ms. Aghdam's availability for projects will be an asset for both the City of Compton and LAE.

Shawn Ariannia, Ph.D., P.E., G.E. **Geotechnical Engineer** Education: Ph.D. Geotechnical Engineering, M.S. Civil Engineering, B.S. Civil Engineering Years of Experience: 30 years Geotechnical Sub-Consultant	Mr. Shawn Ariannia of GAI will be assigned as the Geotechnical Engineer for the project. Mr. Ariannia and his geotechnical team bring on a unique knowledge and expertise and recent experience in the areas of Geotechnical Engineering, Pavement Engineering (Cold Central Plant Recycling, Full Depth Reclamation and ARHM Paving and processes), and Laboratory Testing of Soil. He was the past president of the ASCE Inland Empire Geotechnical Committee and is a registered Geotechnical Engineer as well as a Professional Civil Engineer.
Dennis Green **Public Relations Specialist** Years of Experience: 35 years Public Relations Sub-Consultant	Mr. Dennis Green is an award-winning public relations professional with over 35 years of experience. His strengths include community outreach, media relations, crisis management and developing and implementing successful public awareness campaigns. While working for Caltrans, Mr. Green implemented the Construction Liaison Program which is still in use today. This is an outreach program that engages major stakeholders and partners while construction activities are ongoing. He is a California Department of Transportation approved partnering facilitator and a member of the International Partnering Institute.

Table 1: Key Personnel on LAE Team

Resumes

LAE's key personnel's resumes are included in the Appendix Section of this proposal.

B. Name, License Numbers, and Certifications of Key Personnel

Name	Role	License Number / Certification
Fred Alamolhoda	Construction Manager	• California Professional Civil Engineer, License No. 41685 • Certification: Caltrans Resident Engineer Academy • Certification: Caltrans DBE – Setting and Meeting the Goal
Ken Manera	Lead Public Works Inspector	• Certification: To operate Nuclear Gage. Troxler Electronic Laboratories, Inc. • State of California General Engineering Contractors License-A • Letter of Completion: California State University, Los Angeles Office of Continuing Education: Public Works Construction Inspection Course • State Certification: Hazardous Substance Removal and Remedial Action • State Certification: Home Improvement • Certificate of Completion: San Bernardino County Storm Water Program • Certificate of Completion: Construction of Quality Hot Mix Asphalt Pavement • Certificate of Completion: San Jacinto Storm Water Program • Certificate of Completion "2002 Level 1 N.P.D.E.S. Workshop Storm Water Best Management Practices" • Certificate of Completion Supplement "A" to the Riverside County DAMP, Presented by AEI-CASC's Storm Water Management Team • American Concrete Institute Certificate: Field Testing Technician Grade I • APWA Certificate: Infrastructure Inspector CPII • Asphalt Institute Professional Development Certification, Airport Pavement Workshop: Design, Construction and Maintenance
Shawn Ariannia	Geotechnical Engineer	• California Registered Geotechnical Engineer, License No. 2824 • California Professional Civil Engineer, License No. 65642

Table 2: Key Personnel Licensure Information

LAE ASSOCIATES, INC.

C. Approach and Methodology

The City of Compton has issued this RFP for CM and Inspection Services in order to obtain a qualified consultant to ensure the needs of this Capital Improvements Project (CIP) are met. The LAE team is a group of highly experienced personnel who have in-depth knowledge of Street Improvement Pavement Rehabilitation Projects, from conception to completion. We set forth to meet and surpass the outlined Scope of Work, placing emphasis on the outcome of this project by ensuring an improved roadway for the community.

Our approach to managing infrastructure projects like Central Avenue is to take a results-oriented view. This means LAE takes calculated actions, proactively seeks solutions on potential issues, and plans ahead of schedule. In order to meet and surpass the City's needs and desires, the LAE team has thoroughly reviewed the contract documents. Prior to the start of construction, LAE will have a detailed comprehension of the Plans, Specifications, and Geotechnical Report. The project schedule will also be followed with the budget in mind, while preserving safety. The LAE team will review the entire project: comprehend and follow the schedule, be aware of the project budget and terms, and have a thorough understanding of the scope of work. LAE will develop CM and Inspection systems specific to this project's needs, in order to ensure proper task management for Central Avenue. To have everyone on the same page, clear and prompt communication will be held by LAE, the City, and stakeholders of the project. The CM and Inspection team will be continuously accessible via phone and email during construction of the project, actively communicating and updating members involved in the project.



Figure 2: Alligator Cracking along Central Avenue

LAE is proud to be able to submit this proposal and contribute to the City's infrastructure improvement process. Having had success on a wide range of projects for its clients, LAE prides itself in gaining and retaining experienced and qualified staff members. Our methodology entails using dynamic, organized, and assured practices to obtain positive results throughout the duration of the project. With this partnership, we will bring our thorough knowledge of managing municipal projects: Construction Management; Program Management of Federal, State, and Local Funding; On-site Inspection; Public Construction Contract Administration; and Infrastructure Project Management.

Our proposed project team possesses practical, relevant, and quality experience on projects with nearly the same Scope of Services. We are equipped to bring our familiarity and know-how to the City of Compton and be of contribution to the Central Avenue Pavement Rehabilitation Project.

Project Understanding

The City intends to rehabilitate Central Avenue Phase I, between 131st Street and Compton Boulevard, to improve and extend its useful life. Certain portions of the project are adjacent to the County of Los Angeles jurisdiction. As a result, an encroachment permit is needed from the County of Los Angeles Department of Public Works for traffic control and other purposes. The LAE team has reviewed the Project Plans and Specifications, including the Geotechnical Report, visited the site, and has taken notes on the project's needs.

Based on the Geotechnical Report, the existing pavement sections within the project limits have outlived their design life. The pavement section of Central Avenue was determined to be in very poor condition. As a result of the existing street condition and Geotechnical Report, contract documents for the project were developed.

The project plans consist of twenty-eight (28) sheets of drawings including staging plans (Stage I and II) and striping plans prepared by JMDiaz, Inc. (JMD). The contract documents include a Geotechnical Investigation Report prepared by Geo-Environmental, Inc., acting as a sub-consultant to JMD. The contract documents reflect a bid item list consisting of twenty-eight (28) bid items. The highlights of this Pavement Rehabilitation Project are Cold Central Plant Recycling, Full Depth Reclamation (FDR), Variable Depth PCC Pavement Cold Mill, Installation of Pavement Fabric, Cold Milling AC Pavement, Concrete Pavement Crack Sealing, AC Leveling Course, Asphalt Rubber Hot Mix (ARHM), curb ramps, curb & gutters, sidewalks, driveway approaches, as well as signage and striping.

LAE's key team members field reviewed the project and took photographs, included in this proposal. Upon completion of our field review observation, we noted the following:

- Centennial High School is located on the Northeast corner of Central Avenue at 131st Street (North side of the project limits).
- Pedestrian signals on Central Avenue at 131st Street.
- A total of five (5) traffic signals within the project limits.
- Frontage roadway on both sides of Central Avenue at certain segments of the roadway.
- Central Avenue is signed and striped for bike lane use.
- Uncontrolled mid-block crosswalk on Central Avenue at 134th Street.
- Street lights on both sides of the roadway.
- Edison power poles on the East side of Central Avenue.

- Speed limits: Northbound 35 Miles Per Hour (MPH), Southbound 45 MPH.
- Landscaped center median island at certain segments of the roadway.
- Concrete Pavement: Number 1 lanes, left-turn pockets, and other locations at certain segments of the roadway.
- No stopping on the street for the most part, with some street parking on the East side.
- Central Avenue is a Transit Route (Metro Line 53) with bus shelters, benches, and trash receptacles.
- Day care on the West side near Rosecrans Boulevard.
- Compton Adult School/E.G. Chester Adult Center on the West side between 149th Street and Brazil Street.
- Decorative/Stamped concrete cross-walks within the project limits.
- The project is located within a combination of residential and commercial zones.

Project details and challenges consist of the following:

- A total of 6,250 linear feet of street rehabilitation.
- A $1.9 million project, solely or partially funded by Proposition C Funds.
- The selected contractor must comply with the City's "First Source Hiring Program."
- Contract documents allow seventy-five (75) working days to complete the project.
- An encroachment permit from Los Angeles County Department of Public Works will be required for the project.
- The project must be constructed in two stages.
- A total of eighteen (18) side streets cross Central Avenue within the project limits.
- The weather forecasters predict upcoming record El Niño Storms.
- Best Management Practices (BMPs), SWPPP requirements, and NPDES requirements.
- High traffic volume on Central Avenue and its major intersections with Sam Littleton Street, Rosecrans Avenue, and Compton Boulevard/Redondo Beach.
- Proximity of the project to the Compton/Woodley Airport.
- Access to residences and businesses during construction.
- Overall construction dust and noise for approximately four (4) months.
- Traffic Management Plan (TMP) and lane closures.
- Cold Central Plant Recycled (CCPR) AC Pavement over cement treated Full Depth Reclamation (FDR), Just-In-Time Training.

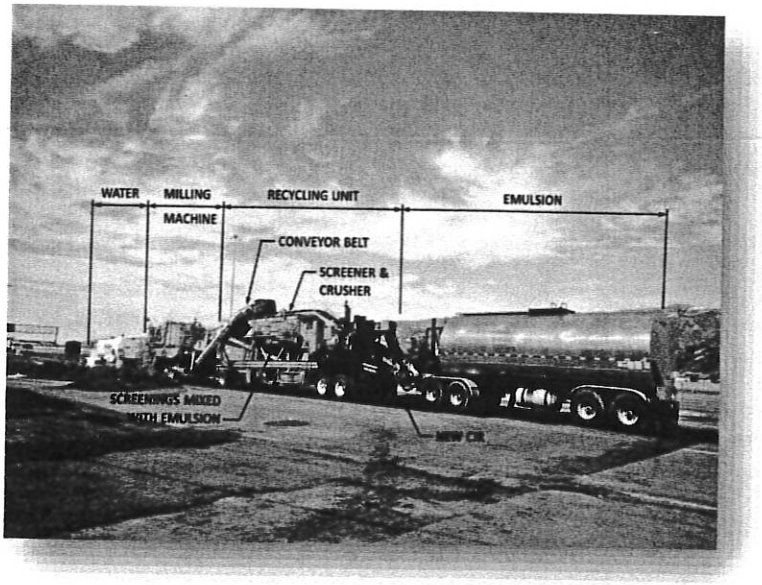


Figure 3: Cold Central Plant Recycling

LAE ASSOCIATES, INC.

Proposed Scope of Work

Scope of Work will be in three phases:

- Pre-Construction
- Construction Phase
- Post-Construction

Pre-Construction

Upon opening bids and evaluation of potential contractors, the City of Compton will select the lowest responsive bidder as the contractor for the construction of Central Avenue. As the selected consultant, LAE will review the apparent low bidder's proposal for compliance, debarment, sub-contracting, and licensing requirements. The lowest responsive contractor's references will be checked, and recommendations will be given to the City for the construction contract award. When the contractor's bonds and insurance requirements have been approved and the contract between the contractor and City has been fully executed, we will send out a **Pre-Construction Conference** notice to schedule a meeting with the City representatives, contractor, sub-contractors, LACO-DPW, utility companies, LAE team, and other stakeholders.



LAE will prepare the Pre-Construction meeting agenda for the City's review. The following items will be reviewed at the Pre-Construction meeting:

- Plans and Specifications
- Submittals and the approval process
- Metropolitan Transportation Authority (Metro) Proposition C Requirements
- Quality Assurance Program (QAP)
- Geotechnical Services
- Materials acceptance and approval process
- Impacted Utilities
- Coordination with the City, County, and other impacted agencies
- Schools, residents, and businesses affected by the project
- Public Notices
- Construction Schedule
- Traffic Control/Phasing Plan
- Encroachment Permits
- Agreed communication with the Construction Manager and Project Inspector(s)
- Contract Change Order (CCO) process
- Contract time and weekly statement of working day reports

- Progress meetings during construction
- Inspection process
- Final project walkthrough
- Punch list items
- Preparation of as-built drawings
- Project acceptance
- Other details

As the CM and Inspection provider, LAE will ensure construction duties of this Metro funded project be conducted in line with the City's contract documents, Standard Specifications for Public Works Construction (Green Book) with all supplements, any variation from or exception to the standards, the City's QAP, and other City standards.

Therefore, upon receiving the City's Notice to Proceed, LAE will:

- Review contractor's bid proposal.
- Schedule a Pre-Construction Meeting.
- Schedule a Field Pre-Construction Meeting with necessary individuals (if needed).

LAE will have a **Management Information System (MIS)** in order to streamline processes. A system will be implemented for organizing, tracking, filing, and managing all hardcopy/electronic correspondences such as Request for Information/Request for Clarification (RFI/RFC) submittals, contracts, reports, O&M manuals, progress payments, change orders, among other filings. We will launch methods for reviewing and processing requests for better understanding of the contract documents, shop drawings, contract schedule adjustments, change order requests, substitutions of tasks, payment requests, and the maintenance of field logs. LAE will assist the City in notifying the public of areas in which they may experience impact and/or delays. This will ensure proper submittals and time-cautious efforts. The contractor's submittal log will have all significant submittals noted by the specifications, indicating the expected date the item will be due. The log will be reviewed to confirm all submittals are indicated and the planned dates provide enough time.

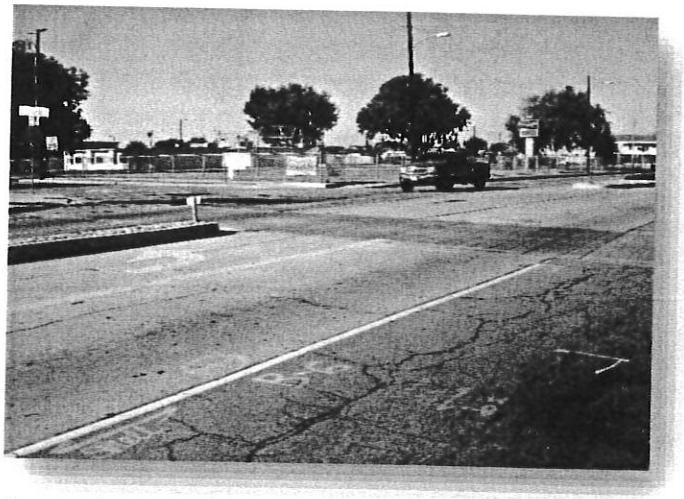


Figure 4: Central Avenue, with Compton Adult School on the West Side of the roadway

We will review the contractor's submittals (shop drawing, mixed designs, Certificates of Compliance, SWPPP) and identify the submittals requiring the review of the design engineer.

LAE will manage, review, and track Requests for Information (RFI's), Requests for Clarifications (RFC's), and Shop Drawings. We will create and implement a RFI procedure log to provide feedback to inquiries from the contractor pertaining to interpretations and questions regarding the plans and specifications.

The CM and Inspector will go over contract documents and drawings to answer questions asked by the contactor. The CM will first attempt to answer questions from the plans, associated documents, specifications, and applicable codes and standards. The next manner of answering questions will be for the CM to communicate with the design engineer and ask for the design engineer's consideration. If the design engineer is permitted to develop additional design details, LAE will work with the design engineer to create a revised design in order to match what is needed for field conditions and project needs, with the intention of not impacting the contractor's work.

A submittal log will be kept to process required submittals before and during the project work as follows:

- Concrete mix designs for minor concrete
- Mix designs for asphalt concrete
- Certificates of compliance for materials
- SWPP Plan
- Contractor's Safety Plan
- Certified Payrolls
- Solid Waste Management and Recycling Plan

Submittals will be reviewed in a prompt manner. We know the significance of receiving submittals in the early stages of a project, as well as reviewing and approving them in a timely fashion while not affecting construction activities. We will actively work with the contractor to ensure all submittals are submitted and approved prior to construction activities.

Project files will be maintained, which will include but are not limited to:

- Notice to Proceed
- Correspondences
- Meeting minutes
- Submittals
- Reproductions of original contract documents, including addenda
- Change orders supporting documentation
- Permit documentation
- Clarifications for the contract documents
- Materials delivery tickets and compliance certification
- Weekly and monthly progress reports
- Labor Compliance interviews/certified payroll records
- Weekly statement of working days
- Daily inspection reports

- Progress photos
- Lab and field test reports
- Progress payments supporting documentation
- Other project documentation
- Project closure

Construction Phase

- **Review Traffic Control Plans:** LAE will review contractor's traffic control/staging plans and discuss them with the City Project Manager. The final plans will be approved by the City based on LAE's comments and recommendations. LAE's Public Works Inspector will also review the plans in advance and enforce the traffic control/staging plans and safety requirements in and around construction zones. Detours, shutdowns, and emergency vehicle access will be checked by LAE's Inspector.

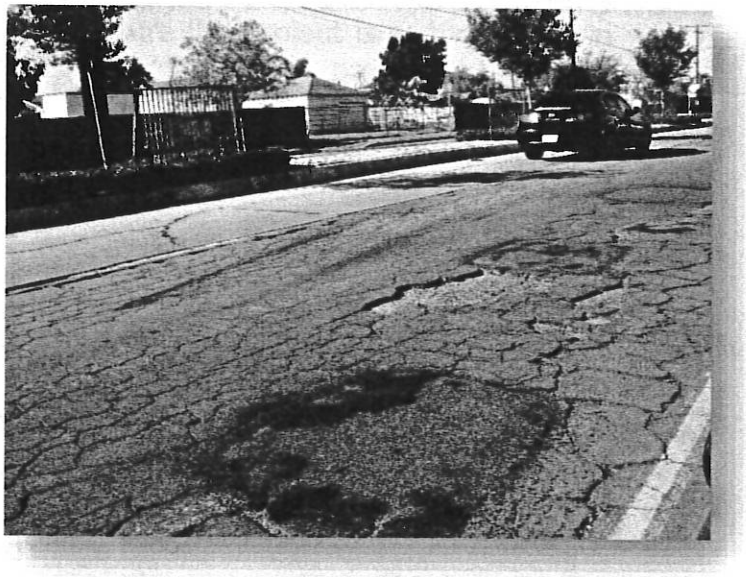


Figure 5: Current Condition of Central Avenue along Project Limits

- **Meetings:** Have construction progress meetings with the Contractor, City Project Manager, and other key members to go over the project, project schedule, projected tasks, approval of submittals, forecasted issues, project scheduling, among other things. Meeting agendas and list of attendees will be created and provided to participants. Meeting minutes will be prepared. Noteworthy project issues will be brought to attention and handled accordingly.

- Contract Administration services pertaining to the Construction Management of the project will be conducted.
    - **Issues Management:** Manage and coordinate tasks among members involved in the project as directed by the contract in order to provide the City with a proper CM outcome. Continuously evaluate construction of project and communicate with the City. Develop and maintain clear lines of communication between City, CM, LAE's Inspector, and Contractor. Correspondence, reports, comments, and other documentation will be developed among these members for ease of communication.

- **Schedule:** The Master Project Schedule will be updated to represent up-to-date construction conditions and reflect the decisions being made. Parties will be notified of any deviation from the schedule, and noncompliance will be corrected accordingly. LAE will prepare a weekly statement of working days for the City's Project Manager's review, signature, and submission for the project.
  - **Cost Control:** Project funding will be monitored. Cost reduction proposals and the contractor's construction methods will be reviewed for compliancy with plans and specifications, making sure the project is executed within budget and in a timely manner. Contract item payments, material quantities, and change order payments will be reviewed.
  - Handle constituent concerns brought up pertaining to the Central Avenue Pavement Rehabilitation Project.

- **Labor Compliance (Optional Task)**
  - Confirm the prime contractor and sub-contractor's staff, preparing the certificate payrolls and related documents, attend the pre-construction meeting. Review the labor compliance administration and interview process with Contractor and sub-contractors.
  - Interview contractor/sub-contractor(s) workers as required
  - Organize field interviews with the Contractor's work force regarding the payment of prevailing wages and fringe benefits.
  - Ensure proper posting of the appropriate State Wage Determinations and Labor Compliance posters on the project site.
  - Collect copies of the certified payrolls and fringe benefit statements from the Contractor on a weekly basis.
  - Review the payroll records, interview forms, daily logs, and compare for accuracy. Prepare reports of any deficiencies.
  - Request Contractor to turn in back up documents for the contractor, subcontractors, second tier subcontractors, and unlisted subcontractors (contracts less than $10,000) working on the project.

- **Change Orders:** Contract Change Orders (CCOs) may be requested by the City, Contractor, CM, or design engineer. When a proposed change is requested, the CM will determine the need for the change, check for conformance to standards, consider other remedies, method of compensation, impact on contract time, estimate of cost, and the likelihood of final approval.

  If the CM finds the proposed change is reasonable, a proposed change order file will be established. Documents prepared by the CM regarding the Change Order will be given to the Contractor for pricing. At the same time, an independent estimate of cost and time impact will be prepared by the CM. The CM will review the Contractor's CCO proposal/estimate and compare it to the independent

estimate. Based on the review, the CM will provide a recommendation to the City. If negotiation is authorized, the CM will perform the negotiations with the Contractor and prepare the CCO per the City's format for execution.

If a unit cost is not set prior to the work being conducted, LAE's Public Works Inspector will collect Time & Material (T&M) tickets at the end of each day. All documentation regarding change orders will be kept, including dates of Contractor notification, interim steps, recommendations by the CM, and the final decision.

- **Dispute Resolution:** A set of procedures will be established by the City and LAE in order to implement if any disputes and/or claims arise. These procedures will be used to resolve any potential issues.

- **Quality Control/Inspection:** Field observation will be conducted by the CM and Inspection team. Thorough site observations of the project's general process will be carried out regularly and information will be recorded. LAE's Inspector will:
  - Attend all meetings
  - Confirm compliance with Americans with Disabilities Act (ADA) requirements and contract guidelines
  - Inspect contractor's construction stakes
  - Coordinate and schedule sampling and testing of construction materials, soil, and AC compaction tests
  - Coordinate batch plant inspections
  - Retain Tickets before placement of material
  - Ensure that any survey markers disturbed by the contractor are restored by the contractor
  - Record up-to-date construction information to use in preparation of the record drawings
  - Report to City violations to any applicable regulations
  - Have a copy of the contract documents and construction-related documents at the construction site
  - Interview contractor and sub-contractors' workers for Labor Compliance
  - Take and maintain project site/construction activity photos
  - Communicate with utility companies and other agencies
  - Prepare Daily Inspection Reports which will consist of:
    - Contractors working hours on the jobsite.
    - Contractor and sub-contractor personnel and equipment on the jobsite.
    - Weather conditions and impact on the progress of the work.
    - Tasks or directions given to the contractor.
    - Daily use of the contractor and subcontractor equipment.

- Observations relevant to the work progress, including deficiencies or violations of contract by the contractor.
- Delivery of materials to the project site, and inspection of subject materials.
- Observed or foreseen delays and reasons as to why, and what contractor will do as a response.
- Claims, additions, removals pertaining to contract items.
- Visitors who come to the job site with interest in the project.
- Names of all workers
- Total hours worked
- Identification of all equipment on the site
- Work activities
- Construction progress
- Quantities measurements
- Photographs.

➢ **Geotechnical Services (Optional Services):** In response to LAE's request for clarification, we were asked by the City to include the required geotechnical services for the project as an optional service offering. LAE has selected Geo-Advantec Inc. (GAI) of San Dimas to be a part of our team. GAI provides a full range of responsive and quality geotechnical engineering, materials testing, and inspection services for all project phases. GAI currently has a team of about twenty (20) registered civil and geotechnical engineers, geologists, field and laboratory technicians, and special soil inspectors with a wide range of skills on roadway, transportation as well as pavement rehabilitation projects. The following are highlights of GAI's completed or on-going roadway rehabilitation project experiences:

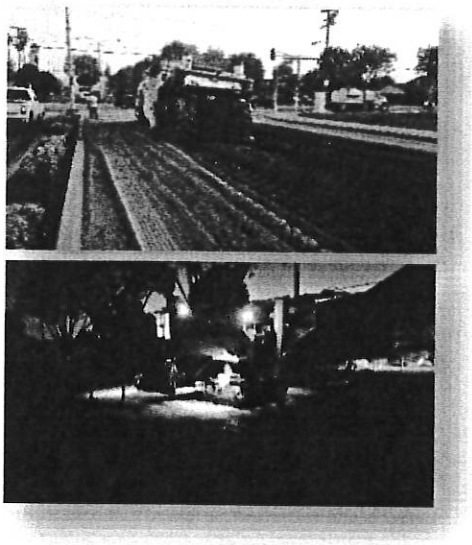


Figure 6: City of Commerce Eastern Avenue Pavement Rehabilitation

- City of Commerce: Testing and Inspection Services - Eastern Avenue Pavemenmt Rehabilitation
  - The Eastern Avenue is one of the streets in the City with high volume of vehicular and truck traffic. Based on the studies performed by GAI, different rehabilitation alternatives were suggested. Due to the available funding and tight schedule for the project, the alternative of 3 inches of HMA over 3 inches of Cold Central Plant Recycled (CCPR) asphalt being underlain by 16 inches of Reclaimed Cement Treated Base (RCTB) was used (Full Depth Reclamation, FDR). The

project area along the Eastern Avenue was located between Stevence Place on the north, to the City limit on the South.
    - GAI performed materials testing and field inspection on all facets of the work including reclaimed cement treated base layer, reclaimed asphalt and the capping HMA.
- City of Temple City: On-Call Pavement Geotechnical and Materials Testing Services (2013-2015)
    - In May 2013, GAI was selected as one of the On-call Consultants for the future needs of the City of Temple City. We provided geotechnical services and field testing, materials testing, pavement condition assessment and asphalt testing for the city of Temple City projects. The city-wide projects included re-evaluation of the existing PMP, pavement testing and design, testing and inspection for various projects such as construction of streets, sidewalks, ADA ramps, Design and construction of storm drains, sewer and water lines, Pavement evaluation, rehabilitation and construction.
- City of Commercce: Washington Boulevard Rehabilitation (2015-Current)
    - Washington Boulevard is a major east-west corridor that passes through the City of Commerce located within the Gateway Cities region. It serves as one of the significant connectors between the I-710 and I-5 Freeways carrying approximately 35,000 vehicles per day, 25% of that being truck traffic. Geo-Advantec has recently been selected to perform as the Caltrans Certified Laboratory and provide field inspection and testing, as well as laboratory testing for this exciting project. The scope of this $25 million project includes rehabilitation, reconstruction and widening of Washington Boulevard.



Figure 7: City of Commerce Washington Boulevard Rehabilitation

- **Public Relations:** Assist the City in upholding a good relationship with the public. The CM team will promptly attempt to alleviate problems and inform the City's Project Manager as soon as possible.

Having good public relations with the general public is important to any type of project. Construction work is adjacent to private residences and businesses, and LAE aims to reduce any disturbance caused by construction. Our Public Works Inspector will be addressing concerns from the public and will work with the Contractor to manage potential concerns brought up by the public, businesses, and property owners.



Figure 8: Sample of signs to be placed along Central Avenue Project Limits

On this project, proper communication between the CM team and businesses is critical to reduce disruptions to the area. We will need to understand busy and high-traffic times in order to allow for access during such periods. To assist with the public relations efforts of this contract, we will:

- Maintain a log of all phone calls received.
- Listen to community concerns and try to adhere to them.
- Work with the Contractor for timely resolution of issues.
- Pass out fliers, newspaper notifications, as needed and approved by the City, about noise and odor restrictions, construction duration, and suggested alternate routes.
- Ensure changeable message signs are present to alert traffic of the period of potential delays during lane closures.
- Communicate with emergency services regarding any events that may raise emergency calls from the public.
- Provide information to the City to place on their website.
- Plan, schedule, organize, and actively participate in community meetings, if requested by the City.
- Other Optional services: We have included the services of a Professional Public Relations firm, Green Com, Inc. (GCI), as part of LAE's team. Mr. Dennis Green of GCI has over thirty-five (35) years of Professional Public Relations experience. His strengths include Community Outreach and developing/implementing successful Public Awareness. Upon the City's request, we will engage Mr. Green in reviewing details of his services and the City's needs.

LAE ASSOCIATES, INC.

- **Permit/Environmental Compliance:** Review Storm Water Pollution Prevention Plan (SWPPP) as required by the contract documents, and ensure its proper submittal and processing as outlined in the specifications as "NPDES Compliance." Review the Contractor's "Best Management Practices" plan prior to start of construction. Inspect the Contractor's application to avoid storm water pollution from related activities in compliance with the National Pollutant Discharge Elimination System (NPDES).

- **Progress Payments:** Process contractor payment requests and provide City with appropriate backup documentation for work completed in the subject period.

- **Monthly Status Reports:** Assess Contractor's schedule of values compared to payment application. Provide comments to the City regarding monthly progress payment applications submitted by the contractor. Reports containing project progress, CCOs, as well as cost and schedule matters will be prepared monthly.

- **Site Safety:** Review and check the contractor's safety program for compliance with Cal/OSHA, contract documents, and traffic control/staging plan. LAE's Inspector will enforce on-site safety standards and will report any observed deviations to the City.

- **"As-Built" Drawings:** LAE's Inspector will have a copy of the plans on the site with all up-to-date changes. Upon completion of construction, LAE will have an "As-Built" verification, and provide a copy of the "As-Built" plans to the City and involved parties. Drafting of the "As-Built" plans will be performed by others.

LAE ASSOCIATES, INC.

Post-Construction Services

- Contract closeout services will include passing on of the project to the City, management of warranty activities, and demobilization of the Contractor and CM staff.

- **Final Walkthrough:** Upon completion of the project, we will schedule a final walkthrough of the project with all involved parties. LAE, along with the City's Project Manager and other parties involved in the project, will walk the project and perform inspections of the work to determine if any work is incomplete. If any work is deemed incomplete, a punch list will be prepared and given to the Contractor and City. Inspections will be conducted again to confirm incomplete work has been in fact completed. It will be ensured that O&M manuals, and as-built drawings are delivered. When construction is completed, we will ensure that all City concerns are met prior to providing the City with the final acceptance recommendation.

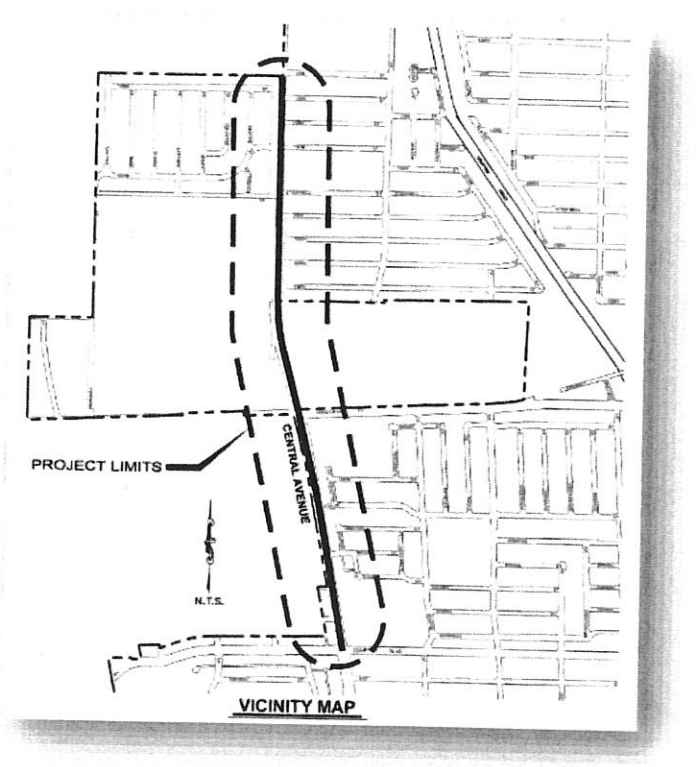


Figure 9: Vicinity Map of Project

- **Project Completion Report:** Upon completion of the punch list items and acceptance of the project by the City staff (various departments/divisions), impacted utilities, and LACO, we will provide the following documents to the City:
  - Final redline "As-built" drawings. We will coordinate the completion of the final "As-Built" drawings through the design engineer.
  - All original Weekly Statement of Working Days, CCOs, Daily Inspection Reports, and Project correspondence.
  - All original/reviewed certified payrolls/other related documents, and interview forms.
  - Prepare a Notice of Completion and City Council staff report per City guidelines and format.

All of the above described documents and additional reports, plans, and specifications will be organized in accordance with the City requirements. They will be boxed in storage boxes and will be submitted to the City as permanent City records.

D. Proposed Schedule of Work

As indicated in the contract documents, a mandatory Pre-Bid meeting was held on November 17, 2015. The project's bid opening is scheduled for December 16, 2015.

In accordance with the contract documents, the contract award to the Lowest Responsive Bidder (LRB) will be made within thirty (30) days after the bid opening of December 16, 2015. The City's council meets every Tuesday. As a result, the following Proposed Schedule of Work is prepared:

Date	Schedule Task
December 16, 2015	Bid Opening
January 12, 2016	Contract Award
January 13, 2016	Notice of Award (NOA) issued by the City
January 18, 2016	Contractor receives NOA
January 28, 2016	Contractor submits executed contract, required bonds, and insurance certificates
February 11, 2016	City executes construction contract, approves contractor's bonds, and insurance certificates
February 23, 2016	Pre-Construction meeting
March 18, 2016	Contractor submits the required SWPPs (twenty working days prior to start of construction)
March 18, 2016	Contractor obtains the required LACO Encroachment Permit as well as City no fee encroachment permit
March 18, 2016	Contractor submits a construction schedule
March 18, 2016	Contractor submits all the required shop drawings, mixed designs, certificates of compliance, and other submittals
March 18, 2016	Contractor submits the required traffic control/phasing plan
March 31, 2016	City approves SWPPP, construction schedule, traffic control/phasing plan, shop drawings, mixed designs, and other submittals
March 31, 2016	City issues Notice to Proceed
April 18, 2016	First Day of Construction (After April 15th)
August 26, 2016	Complete Construction (seventy-five working days, five work days/week, and two City Holidays (Memorial Day and Independence Day)

Table 3: Proposed Schedule of Work

LAE ASSOCIATES, INC.

E. Fee

LAE's fee to perform the work illustrated in this proposal is attached in a separate envelope, with a fee schedule and a total "Not to Exceed" fee for completing the work as described in the Scope of Services section.

F. Use of Disadvantaged Business Enterprises (DBE's)

The project will solely or partially be funded by Proposition C funds, which do not require DBE participation. LAE is a Certified SBE firm, but not a Certified DBE. Our proposed sub-contractors are also small firms, and they are not DBE Certified.

LA ASSOCIATES, INC.

G. Appendix

Resumes
Resident Engineers Academy Certificate
Certified Public Infrastructure Inspector (CP II)
Asphalt Pavement Design, Construction, and Maintenance Certificate
SBE Certificate
Request for Information/Submittals/CCO Log
Three Sample Daily Inspection Reports
Weekly Statement of Working Days

#10.

LAE ASSOCIATES, INC.

Fred Alamolhoda, P.E.
Construction Manager

EDUCATION: M.S. Civil Engineering, 1990; B.S. Civil Engineering, 1982 California State Polytechnic University, Pomona

PROFESSIONAL DATA: California Professional Civil Engineer - License No. 41685

KEY QUALIFICATIONS: Over thirty-two (32) years of Construction Management (CM), Project Management (PM), and Program Management experience working for Cities, Los Angeles County Community Development Commission (CDC), Caltrans and Consulting Firms. Over fourteen (14) year of CM and CM Oversight experience managing transportation, street, parks and recreation projects, inter-acting with Cities, Counties, Caltrans, other State/Federal, Design, Environmental, Geotechnical, CM, traffic Consultants, Railroads, Utility Companies, Contractors, and the General Public. The qualifications include managing a variety of federally funded construction projects, inter-action with Caltrans, Federal Highway Administration (FHWA), and other agencies involved. The experience includes participation in Caltrans / FHWA's review / audit meetings, and successfully completing the review/audit processes.

EXPERIENCE:

Pre-construction Phase: As a Construction Manager, routinely prepare Request for Authorization (RFA/E-76 application) to Proceed with construction of federally funded projects; review Plans, Specifications & Estimates (PS & E) Packages, plan, schedule pre-construction meetings, prepare agendas, and conduct pre-construction meetings, and prepare minutes. Prepare construction award package for federally funded projects, and award information for state funded projects for submission to Caltrans. At the pre-construction meetings, introduce Cities/Agencies' project team, review lines of communications, discuss the PS & E Packages, Project Schedules, Two-week Look Ahead, Work Hours, Night Construction, Contract Term, Weekly Statement of Working Day reports, Contract Change Orders (CCOs) Processes, Progress Pay Applications Processes, Progress/Field Meetings, Project Budgets and Funding as well as "As-Built" preparation and processes; discuss Public Outreach approaches, Public Notices, Project Area Signage, placement of Changeable Message Board signs, coordination with other agencies, impacted residences and businesses, Traffic Control Plans, Traffic Management Plans, access to private properties; impacted utilities and utility relocations schedules and other details; Request for Information/Request for Clarifications (RFIs/RFCs), submittals such as Asphalt Concrete and Portland Cement Concrete (PCC) and other Materials Mixed Designs, Certificates of Compliance, Shop drawings, Solid Waste Management and Recycling Plans; Encroachment Permits; Project Construction's Environmental provisions, City or Agency's Quality Assurance Programs (QAPs), Geo-Technical, NPDES and SWPPP as well as construction inspections, Quality Control requirements; Disadvantaged Business Enterprises (DBE) Programs/Goals, listed sub-contractors, Labor Compliance (LC) Administration including Equal Employment Opportunity Provisions, submittals of Certified Payroll Records and other Related Documents, Workers Interview, LC Poster requirements, and other details.

Construction Phase: As a Construction Manager, prepare or oversee preparation of project files, review PS & E Packages for project requirements, review and ensure timely approval of the Traffic Control and Project Staging Plans, implement the provisions of the Traffic Management Plan (TMP, review and ensure timely processing of the SWPPP; observe contractors and sub-contractors' operation, communicate with the LAE's Public Works Inspectors, Cities/Agencies Project Managers and Inspectors, Utility Companies, Engineer of Records (EORs), Geo-Technical, Traffic and Traffic Control Consultants, other on-going construction projects adjacent to the project; review Construction Schedules, RFIs/RFCs, submittals; prepare log for RFIs/RFCs, CCOs, submittals; review Daily Inspection Reports, Interview Forms, CCO requests, project inquiries, project correspondences, public concerns, Progress Payment Applications; prepare Weekly Statement of Working Day Reports, Independent Cost Estimates (ICE) for CCOs, CCOs, CCO Memos, letter to property owners, contractors, Utility Companies; review, prepare and process Monthly Progress Payment Applications, prepare progress invoices for the reimbursement of federal and state funds from Caltrans/FHWA; oversee administration of labor compliance, EEO provisions, and compliance with DBE requirements; schedules, attend, prepare agenda for progress meetings, and prepare minutes; schedule or assist scheduling for special or deputy inspection, geo-technical, construction staking services; maintain and/or oversee maintaining project files.

Post Construction Phase: As a Construction Manager, schedule final job walkthroughs, participate in the walkthroughs, communicate with the Client Cities / Agencies Project Managers and various departments, Caltrans, Counties, other cities / agencies, Utility Companies involved in the project construction, prepare and / or oversee preparation of punch-lists; ensure completion of punch-lists in a timely manner to the satisfaction of the Client Cities / Agencies and all impacted parties; ensure timely completion of the "As-Built" Plans and coordinate with the EORs and the Client Cities / Agencies to finalize the "As-Built" drawings, obtain final project submittals, O & M Manuals, turn-over items and documentations; complete project files and / or oversee completion of the project files, and their submission to the Client Cities / Agencies; prepare final invoices for reimbursement of federal/state funds; prepare project closure packages for federally and state funded projects for submission to Caltrans.

CM/Contract Administration/CM Oversight Clients since 2005: Cities of Azusa, Baldwin Park, Claremont, Diamond Bar, Glendora, La Mirada, Long Beach, Montclair, Perris, Pomona, San Dimas, San Jacinto as well as Signal Hill.

CM, Contract Administration and CM Oversight as City/Agency Staff: Caltrans, Cities of Diamond Bar, Ontario, Redlands as well as Los Angeles County Community Development Commission (CDC).

AFFILIATIONS/ASSOCIATIONS:

- American Public Works Association, Member
- American Society of Civil Engineers Member
- City County Engineers Association (CCEA) – LA Region, Member
- LACO Metropolitan Transportation Authority - TAC and other Meetings' Attendee

#10.

LAE ASSOCIATES, INC.

Ken Manera
Lead Public Works Inspector

EDUCATION: The education background include Military experience and college work consists of completion of eighty-six (86) units of drafting technology curriculum at San Bernardino Valley College, night courses in construction technology and methods of inspection at Cal Poly Pomona.

PROFESSIONAL DATA: Construction of Quality Hot Mix Asphalt Pavement and Nuclear Gage Operation Certificate; State of California General Engineering Contractors License-A; Public Works Construction Inspection Course; State Certification for Hazardous Substance Removal and Remedial Action; various Storm Water Programs and N.P.D.E.S. Workshops (Storm Water Best Management Practices, Riverside County DAMP, Storm Water Management Team); American Concrete Institute Certificate for Field Testing Technician Grade I; APWA Certificate for Infrastructure Inspector CPII; Airport Pavement Workshops regarding Design, Construction and Maintenance.

KEY QUALIFICATIONS: Over forty (40) years of experience working for small contract service and full service Cities, San Bernardino County as well as private consultant firms. The experiences include public works inspection, field and office engineering of new street improvements and existing roadways (curbs, gutters, curb ramps, driveway approaches, sub-base/base materials, Full Depth Reclamation (FDR), grind/overlay, ARHM, PCC pavement, petromat, and signage/striping) sewer, waterline, storm drain, parks, airports, commercial and residential land development, irrigation and landscaping, underground facility installations projects. Extensive experience in ensuring compliance with contract documents, state laws, local ordinances, NPDES standards, and proper construction practices.

PRIOR RELEVANT EXPERIENCE:

CALTROP Engineering Corp.: Public Works Inspector

Inspected the required infrastructure work associated with construction of tract homes in the City of Fontana. The projects consisted of the construction of street improvements, curbs, gutters, asphalt paving, sewer, Flood Control channel, storm drain, and other improvements. The infrastructure project's total cost was $11M.

Additionally, inspected the construction of a $5M Ball Park improvements which included three baseball enclosures, tots play area, canopy picnic areas, sound wall, and the placement of a pre-fabricated structure having restrooms and snack bar within. In conjunction with the Parks Department's Inspector, the inspection included the parking lot, sewer, water connections, sidewalks, catch basins, grading, paving, concrete placement, street light foundations parking stalls, and striping.

City of Ontario: Senior Public Works Inspector

As a Public Works Construction Inspector, reviewed and applied the general requirements of the construction plans, and contract specifications to State, Federally or locally funded projects. Inspection included, but not limited to the following: wet and dry construction, excavation and the placement of various size sewer and water mains, street construction, (new or rehabilitated paving), concrete construction (curbs/gutters/sidewalks/catch basins/junction structures and reinforced concrete boxes), earthwork (roadbed preparation, trench excavation and backfilling), electrical (streetlights and signal installation), and soils testing with the nuclear gage as needed. Worked in conjunction with the City of Los Angeles' Airports Inspector in the construction of the infrastructure for Ontario International Airport.

San Bernardino Co. Public Work Agency (PWA): Contract Inspector

Performed construction inspection to ensure that the public works projects were being constructed in accordance with the plans and specifications. Duties included inspection of the construction activities within the County right-of-way, which consisted of inspection of commercial and residential developments as well as county capital projects.

San Bernardino Co. PWA: Senior Eng. Tech./Env. Report Writer

Prepared the environmental impact reports for the San Bernardino County Transportation Department for new construction. Duties included the inspection and evaluation of the site and its inhabitants (Kangaroo Rat, Desert Tortoise) and the effect that new construction would impose upon them. A Draft Environmental Impact Report followed along with Public Hearing for the public comments. The Draft reports were submitted to the State and Federal Clearinghouse for review.

San Bernardino Co. PWA: Eng. Tech. III Design Draftsman

Under supervision, designed and prepared construction drawings related to the construction and/or reconstruction of the County streets. Drawings included plan, profile, and construction notes and, detailed layout sketches. The work required collecting and analyzing an array of diverse recorded information; field and survey data needed to complete the design. Work encompassed County streets, drainage structures, new roadway construction and/or its realignment. Duties required the knowledge of the principles of civil engineering design.

#10.

LAE ASSOCIATES, INC.

Glenn McCutchen
Backup Public Works Inspector

EDUCATION: The education background consists of completion of over sixty (60) units of civil engineering and drafting curriculum along with night (9) courses in surveying at the San Bernardino Valley College.

KEY QUALIFICATIONS: Over twenty-five (25) years of public works field inspection and office civil engineering experience for public and private sectors. The experiences include inspection of street improvements [Curbs/Gutters (C&G), Sidewalks/Driveways (SW/DWY.), complete sub-base/base Asphalt Concrete (AC) reconstruction, concrete pavements, cold milling AC and concrete pavements, AC overlays], other concrete construction, earthwork, electrical work, sewer, waterline, storm drain, and land development projects.

PRIOR RELEVANT EXPERIENCE:

Cities of Claremont and San Dimas: Contract Inspector

Performed construction inspection to ensure that the public works projects were being constructed in accordance with the plans/specifications. Duties included inspection of the construction activities within the City right-of-way, which consisted of inspection of street improvements such as (traffic control, street resurfacing, Full Depth Reclamation (FDR) with cement treatment, AC grind and overlay, SW, C&G, Asphalt Rubber Hot Mix (ARHM), detector loops, signage and striping.

San Bernardino County Road and Flood Control Departments: Public Works Inspector

The Public Works Inspection included, but not limited to the following: excavation and the placement of various size sewer and water mains, street construction (new or rehabilitated paving), concrete construction (C&G, SW, DWY., catch basins/junction structures and reinforced concrete boxes), earthwork (roadbed preparation, trench excavation and backfilling), and electrical (streetlights and signal installation).

San Bernardino County Road and Flood Control Departments: Design Draftsman

Under supervision, designed and prepared construction drawings related to the construction/reconstruction of the County streets and land development projects. Drawings included plan, profile, and construction notes and, detailed layout sketches. Work encompassed County roadways (existing street redesign, concrete center medians, and various pavements), drainage structures, new roadway construction (C&G, SW, DWY. new base with AC or concrete pavements, street lights, signage and striping) and street realignment projects.

LAE ASSOCIATES, INC.

Sandy Aghdam
Construction Coordinator

EDUCATION:
M.S. in Civil Engineering with emphasis in Transportation Engineering, California State Polytechnic University, Pomona, December 2014
B.S. in Computer Engineering with emphasis in Software, Azad University, Tabriz, Iran 2007.

PROFESSIONAL DATA:
Completed Caltrans Federal-Aid Project Series Courses in Getting Your Federal-Aid Project Started, Federal Procedural Requirements for Environmental Analysis for Transportation Projects, Procedures for Right of Way Acquisition, Federal Aid Project Development – Design to Construction, and Federal Rules for Contract Administration and Project Completion. Completed a Labor Compliance Workshop offered by the Department of Housing and Urban Development (HUD). Attended Los Angeles County Metropolitan Transportation Agency's (Metro) 2011, 2013, and 2015 Call for Projects' Central and Regional Workshops.

KEY QUALIFICATIONS:
Over eight (8) years of experience working for LAE Associates, Inc. The experience includes assisting with duties associated with project management, construction management, program management, contract administration, field and office engineering, grant writing, State and Federal requirements compliance. Proficient in Microsoft Word, Excel, Power Point, and other special computer programs related to Transportation Engineering, Funding, and Programming.

EXPERIENCE: LAE Associates, Inc.: Oct. 2007 – Present
Assisting Project Managers, Construction Managers, and Program Managers with the contract administration of Public Works Projects. Inter-acting with Cities, other agencies, consultants, and contractors. Reviewing plans, specifications, estimate (PS & E), reports and documents for a variety of Public Works and Transportation Projects. In charge of LAE's computers by troubleshooting, upgrading, and backing up documents and information. Preparing and/or assisting with the preparation of funding applications, funding authorizations, environmental approvals, and closure packages. As an Assistant Project Manager/Program Coordinator, provided Project Management & Oversight Services for variety of Public Works Projects such as the following projects:

Amelia Avenue. Pedestrian and Street Safety Enhancement, City of San Dimas: As the Program Manager to the City, assisted LAE's Program/Project Manager of this $750,000 federally funded project in the preparation of the Safe Routes to School (SRTS) funding application. The project consisted of constructing a 6-foot wide asphalt concrete sidewalk, retaining wall with a 6-foot wrought iron fence, replacement of sub-standard/damaged guardrails, drainage improvements, striping, signage, other pedestrian and street related improvements; upon securing the SRTS funds through Caltrans, coordinated with the City's design consultant, reviewed contract documents, prepared documents to obtain Caltrans approvals of the environmental and right of way certification, and obtained Caltrans E-76 to advertise the project for bids. Upon bid opening, assisted the City staff to obtain the required permit(s), coordinated with the Shull elementary school, Bonita Unified School District staff; monitored DBE compliance, verified contractor/sub-contractors for debarment, verified licenses

and references; attended the pre-construction meeting, prepared minutes, weekly statement of working days, administered labor compliance requirements; inter-acted with the City's PM and inspector, project designer, contractor/sub-contractors.

Cherry Ave. / 20th Street Traffic Signal Installation Project, City of Signal Hill: As Assistant Project Manager representing the City during the construction of this $300,000 (design, construction and construction management) new traffic signal installation and inter-connect for the Cities of Long Beach and Signal Hill, inter-acted with the design, CM and geo-technical consultants, contractor and sub-contractors, residents; reviewed plans, specifications and estimates; prepared weekly statement of working days and other documents, invoices, coordinated approval of submittals such as long lead items such as signal poles, controller, other equipment and materials; attended field and office meetings, coordinated project close-out activities and prepared project closure package.

Chino Avenue. / Ramona Ave. Traffic Signal Modification, City of Chino: Prepared the documents to start the federal process through Caltrans for this $135,000 project; prepared preliminary environmental studies, right of way certification forms; ensure timely approval of CEQA document by the City; coordinated with the City Public Works and Caltrans environmental, right of way staff to address Caltrans' comments to obtain environmental and right of way certification approvals in a timely manner; coordinated with the City staff timely completion of the plans, specifications and estimate being prepared by the City's in-house staff; reviewed the contract documents, cost estimate to prepare construction specific DBE goal and construction Request for Authorization to obtain Caltrans E-76 to advertise the project for bids.

Curb, Gutter, Curb Ramps, and Sidewalk FY 2011/2012, Plan No. 1106, City of Glendora: As LAE's Project Manager, reviewed the specifications, estimate prepared by the City staff; reviewed project's budget and schedule for this $100,000 project; incorporated the CDBG provisions in the contract documents; coordinated with the City staff to advertise the project; attended the pre-bid job walk, bid opening, other field/office meetings; reviewed bids received, inter-acted with the Los Angeles County Community Development Commission and City staff; prepared documents, administered labor compliance, and assisted the City to close the project.

Pathfinder Road Median Improvements, City of Diamond Bar: As LAE's Project Manager, assisted the City staff in reviewing contractor's bid for compliance, verified/monitored DBE compliance, verified contractor's and sub-contractors for debarment, verified contractor/sub-contractors' licenses and references of this $150,000 project; attended pre-construction meeting and prepared minutes and other documents; inter-acted with the City staff, CM team and project inspector and contractor, trained City staff to review certified payrolls, coordinated construction notices and activities with the adjacent business owners, Diamond Bar high school, City staff and other project team.

AFFILIATIONS:

- American Society of Civil Engineers, Member
- 2012 and 2013 CLSA Orange County Chapter Scholarship Recipient
- 2012 and 2013 WTS Inland Empire Chapter Scholarship Recipient

Geo-Advantec Inc.

Geotechnical Engineering. Earthquake Engineering. Engineering Geology

SHAWN ARIANNIA, Ph.D., PE, GE, PRESIDENT/PRINCIPAL

EDUCATION

- B.S., Civil Engineering (1982), University of Tehran
- M.S., Civil Engineering (1985), University of Tehran
- Ph.D., Geotechnical Engineering, University of California, Los Angeles (UCLA)

REGISTRATION

- Registered Geotechnical Engineer: California, #2824
- Professional Civil Engineer: California, #65642
- Past President, ASCE Inland Empire Geotechnical Committee

EXPERIENCE HIGHLIGHTS

- 30 years of experience in Civil Engineering and Geotechnical Engineering Projects for Public and Private Clients
- Served as the Geotechnical Engineer of Record and completed more than 200 geotechnical study for DSA projects in California, including schools and community colleges
- Saved Hundreds of Thousand Dollars for Clients by Providing High Quality yet economic alternate geotechnical engineering Solutions
- High Extent of familiarity with all the educational local, State, and Federal laws and regulations
- Vast knowledge and experience in Geotechnical Seismic Rehabilitation Study and Site Specific Evaluations
- Extensive Experience in Pavement design, retrofit and management projects with various cities in Southern California
- Geotechnical engineering for various transportation, bridge, parking structures and commercial buildings

Mr. Ariannia has more than 30 years of experience in design, supervision and technical management for projects in the structural and geotechnical fields. He was involved in design and construction of major projects such as offshore jetties, power plants, cooling towers, silos, bridges and medium to high-rise multi story structures. He performed and managed NDT and DT tests on various structures and geotechnical investigations for a variety of projects. Breadth of his experience includes geotechnical analysis and material testing, slope stability and liquefaction analysis, earthquake engineering, design and implementation of repair/retrofit methods and performance enhancement related to soils and foundations. He served as the principal geotechnical engineer for various types of projects including:

- Schools and Educational Facilities
- Hospitals and Medical Facilities
- Transportation, Bridges and Parking Structures
- Public works, Cities and Municipalities
- Ports and Harbors

Schools and Educational Facilities Experience

- Principal Geotechnical Engineer for Wiseburn School District Projects: Site-specific and seismic evaluation and geotechnical engineering recommendations for conversion of a 300,000 sf 4-story office building to an educational building, and geotechnical investigation for a new sports facility
- Principal Geotechnical Engineer for LAUSD (Los Angeles Unified School District) Projects: The example project involved soil rehabilitation and stabilization using lime treatment, resulted in 80% reduction in grading cost
- Principal Geotechnical Engineer for Palos Verdes Unified School District Projects: The work involved supervision of all facets of the work for conducting field investigation, engineering and report preparation for more than 30 different buildings and improvements within the District. Also supervised all the soils, materials testing and specialty inspection for projects district-wide.
- Principal Geotechnical Engineer for projects at other public educational organizations such as : Centinella Valley USD, Sulphur Spring SD, Torrance USD, Pasadena USD, Los Angeles CCD, Rancho Santiago CCD

Transportation and Parking Structures

- Supervised Geotechnical and Materials Testing and Inspection, Parking Structure No. 8, LACCD
- Principal Geotechnical Engineer for South Parking Structure, Pomona College

- Principal Geotechnical Engineer for Three Story Parking Structure, City of Santa Monica
- Supervised Geotechnical and Materials Testing and Inspection, 5-story Parking Structure, City of Alhambra
- Principal Geotechnical Engineer for Second Access Road, West Los Angeles CCD
- Geotechnical Engineer in charge of field monitoring and testing for capacity assessment, and PDA/CAPWAP analysis review on piles for San Ysidro Border Station bridge, San Diego, CA
- Supervised field soils monitoring and testing team for the widening of the Garden Grove Freeway (State Route 22)
- Senior Geotechnical engineer in charge of soils and foundation investigation for bridges within an about 100 miles double-track railroad project in Iran

Public Works, Cities and Municipalities

- Principal Geotechnical Engineer for Pavement Rehabilitation Study for Eastern Avenue, City of Commerce: Supervised and performed field investigation, engineering analysis and prepared final recommendations
- Principal Geotechnical Engineer for Pavement Rehabilitation Study for Inglewood Boulevard, City of Lawndale: Supervised and performed field investigation, engineering analysis and prepared final recommendations
- Principal Geotechnical Engineer for Pavement Rehabilitation Study for Gunnerson Street, City of Lake Elsinore: Supervised and performed field investigation, engineering analysis and prepared final recommendations
- Principal Geotechnical Engineer for Pavement Management Program for the City of Temple City: Assisted the city consultants in re-evaluation of the existing PMP.
- Geotechnical Engineering for major utility replacement projects for cities of Temple City, Chino Hills, etc...
- Principal Geotechnical Engineer: Feasibility study for storm water on-site disposal for various streets within the City of San Dimas

Ports and Harbors

- Geotechnical Engineer for Port of Los Angeles: The Project involved performing a geotechnical constructability review on the developed documents for C Street/I-110 Freeway Access Ramp Improvements, Harry Bridges Boulevard Undercrossing, Bridge No. 53-3048S and retaining walls 318 and 320
- Principal Engineer for Port of Long Beach: The project included soils and materials testing and inspection for an on-call contract for the Port
- Principal Engineer for inspection, evaluation and design of repair and retrofit works for a 1.6 miles Prestressed concrete off-shore jetty supported on pile foundations in Persian Gulf Region

Green COM, INC

Phone (909) 800-0451
dennis@greencomonline.com
www.greencomonline.com

Dennis Green

SUMMARY OF QUALIFICATIONS

Innovative problem solver with more than 35 years of experience in Public Affairs and Consensus Building

Facilitates and Mediates (problem solving) for developers, businesses and government entities

Skilled facilitator for partnering, community and project stakeholder meetings

Created Caltrans Construction Liaison Program

Experience as heavy equipment operator

12 years experience as Union Steward

Professional Skills and Experience

Skilled Public Affairs Officer for Construction

- Served as Caltrans Public Affairs Officer for six years
- Developed Caltrans Construction Liaison Program
- Created several award-winning campaigns including "Street Smarts for Kids"
- Conceived and implemented public awareness and community outreach programs for construction projects
- Created public advisory committees to address and offset the impacts of construction in communities
- Developed and implemented public awareness campaigns for sensitive construction projects

Talented Facilitator for Community and Stakeholder Meetings

- Facilitated dozens of internal and external meetings to reach agreement on concerns and path forward
- Worked with the public, businesses, law enforcement, public agencies and elected officials
- Provided interdepartmental meeting facilitation for improving communications and problem-solving
- Conducted customer service workshops for local agencies
- Facilitated strategic meetings between Caltrans and other agencies for projects and processes
- Facilitated workshops with native American tribes(Torres-Martinez in California and CRIT in Arizona)

Accomplished Project Partnering Facilitator

- Facilitated partnering workshops for highway, bridge and road-widening projects
- Approved Partnering Facilitator by Caltrans Headquarters
- Lead workshops for projects ranging from $20 to $270 million
- Experienced with both public and private projects
- Facilitated disputes resolution and project close-out partnering

#10.

Phone (909) 800-0451
dennis@greencomonline.com
www.greencomonline.com

Experienced in Construction from all Perspectives

- Worked as heavy equipment operator for 20 years
- Co-owned a trucking company and maintained a C-Contractor's license for 8 years
- Served as □nion Steward representing employees during grievance process
- Retired from Caltrans as a Manager, Specialist Construction in 200□

Expert in Traffic Control Systems and Safety

- Developed award-winning program for children
- Designed and presented crossing guard safety training for Riverside County
- Created and led numerous safety task force teams and programs for construction projects

Education and Training

Certificate in Public Speaking, Crafton Hills □nior College, □ucaipa, CA
Certificate in Interpersonal Communication Skills, Crafton Hills □nior College, □ucaipa, CA
Certificate in How to Work with Difficult People, □ational Careers Workshop

Work History

2007 - Present	**Green Com, Inc.** President
20□□– 20□□	**BetKon, Inc.**, Public Affairs Manager
200□– 20□0	**TCM**, Senior Public Affairs Officer and Risk Manager
200□– 20□0	**OrgMetrics**, Partnering Facilitator
200□– 200□	**LAN Engineering**, Senior Public Affairs Officer and Risk Manager
200□--200□	**California Department of Transportation (Caltrans),** Manager □Specialist Construction
2000 –200□	**Caltrans,** Construction Liaison
□□□-2000	**Caltrans,** Manager □(Out of Class), Transferred by District Director to Manage Public Affairs Office without application or testing□
□□□–□□□□	**Caltrans,** Construction Liaison
□□□2 □□□□	**Caltrans,** Heavy Equipment Operator
□□7– □□□2	**C&G Trucking**, Partner/Operator (obtained a C Contractor's license)
□□□–□□□2	**Kaiser Steel,** Crane Operator, □nion Steward and □one Safety Representative

Selected Projects

- SR-□□ H□, Riverside, CA
- I-□0 Corridor Interchange Widening, Coachella □alley
- I-□0 Median □arrier Project, □eaumont, CA
- River Road □ridge, Riverside County
- Etiwanda □an □uren Interchange PCC Construction
- I-□□ Truck Descending Lanes at California□□evada Stateline
- I-□□ Widening between □ictorville and □arstow

RIVERSIDE OFFICE
4344 LATHAM AVE. STE 130
RIVERSIDE, CA 92501

MAILING ADDRESS
5069 AUBURN AVE.
SAN BERNARDINO, CA 92407

Local Assistance Training
Caltrans ♦ Sacramento State

CERTIFICATE OF COMPLETION

awarded to

Fred Alamolhoda

for successfully completing the

Resident Engineers Academy

March 17 – 20, 2014 • Woodland Hills, California

SACRAMENTO STATE

Guido Krickx, Ph.D.
Dean, College of Continuing Education
California State University Sacramento

Caltrans

Denix Anbiah
Chief, Division of Local Assistance
California Department of Transportation

#10.

#10.

[redacted]



The American Public Works Association

has conferred upon

Kenneth Manera, CPII

the designation of Certified Public Infrastructure Inspector (CPII)

Certified May 13, 2008

for demonstrating a high level of competence for infrastructure inspection by successfully completing an examination, documenting education and work experience, and fulfilling prescribed standards of conduct and performance required for CPII.

Darwin K. Durnie
Chair, Certification Commission

Kenneth P. Buccilli, CPII
Chair, CPII Council



PROFESSIONAL DEVELOPMENT CERTIFICATION

ASPHALT INSTITUTE

LEXINGTON, KENTUCKY

CERTIFIES THAT

Kenneth F. Manera

HAS PARTICIPATED IN 20 HOURS OF FORMAL PROFESSIONAL DEVELOPMENT CONFORMING TO THE INSTITUTE'S PRECEPTS OF ENGINEERING, RESEARCH AND EDUCATION

Airport Pavement Workshop
Asphalt Pavement Design, Construction, and Maintenance
October 7 - 9, 2008

President

Instructor

#10.

#10.

NETConnect Connecting you to Government Bids throughout Southern California

Certified Small Business Enterprise

Vendor Account Number: 168078

Fred Alamolhoda
Local Agency Engineering Associates, Inc
3224 East Yorba Linda Blvd., # 498
Fullerton, CA 92831

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition with the Coalition of Southern California Public Agencies. Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following organizations:

Metropolitan Water District of Southern California
Port of Long Beach
San Diego County Water Authority
Los Angeles Unified School District
Port of Los Angeles
Los Angeles Community College District

Metropolitan is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 541330,541618
SBE Certificate Effective Date: 03/26/14
SBE Certificate Expiration Date: 03/26/17

Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into your Vendor Profile, and visiting the Small Business Certification tab.

Sincerely,
John J. Arena
Metropolitan Water District of Southern California
Business Outreach Program Manager

700 N. Alameda Street, Los Angeles, California 90012 Mailing Address: Box 54153, Los Angeles, CA 90054-0153 Telephone (213) 217-7444

CITY OF MONTCLAIR

INTERSECTION OF CENTRAL AVENUE AND SAN BERNARDINO STREET
FEDERAL PROJECT NO. HSIPL-5326 (017)

CONTRACTOR: PTM GENERAL ENGINEERING, INC.

REQUESTS FOR INFORMATION (RFI)

RFI No.	Date Received	Description	Reviewed By	Action	Date Returned	Comments
1	09/29/15	Type 1 Pole Standards	City	Construct per plan	10/04/15	
2	09/29/15	Pedestrian Push Button Placement Pole # 03	City	Marked proposed foundation location	10/06/15	
3	09/29/15	Controller Cabinet Location	City	Construct per approved plan	10/04/15	
4	09/29/15	Foundation Locations	City	Marked the pole locations and provided illustrations for the City's review.	10/04/15	
5	10/19/15	ADA Tiles and ADA-1 Style	City	Approved the use of ADA tiles manufactured by Tectura and use of new style ADA-2	10/19/15	

SUBMITTALS

Submittal No.	Date Requested	Description	Reviewed By	Date Reviewed	Comments
1.0E	09/15/15	Signal Equipment	Project Designer	09/17/15	
2.0C	09/15/15	Robertson's GC520B31	City	09/17/15	For use on sidewalk and curb and gutter
3.0C	09/15/15	Robertson's GC560B31	City	09/17/15	For use on sidewalk and curb and gutter
4.0E	09/15/15	Service Pedestal	Project Designer	09/17/15	
5.0E	09/15/15	Pole Standards	Project Designer	09/17/15	Poles are anticipated to be shipped the week of Oct. 23, 2015
6.0E	09/15/15	Luminaires	Project Designer	09/17/15	LED color temp needs to be 4000k
7.0E	09/15/15	Robertson's SC590B32	City	09/17/15	Traffic signal foundations, sidewalk, curb and gutter
1.0E-7.0E	10/28/15	Review for Federal Compliance	FA	10/04/15	Email City PM to request contractor to comply

CONTRACT CHANGE ORDERS (CCOs)

CCO No.	Item No.	Description	Amount	Reviewed By	Date Requested	Date Approved	Comments

#10.

CITY OF AZUSA
DAILY INSPECTION REPORT

Report No.: 046

Date: 09/13/10
Day of Week: Monday
Start Time: 7:00 AM
Finish Time: 3:30 PM
Hours Worked: 8.0
Weather: 84° Partly Cloudy
SAA Job No.: 1013.008

Project: Citrus Avenue Reconstruction: Resurfacing of Citrus Ave. from Alosta Ave. North to Northerly City Limits
Project Numbers: CIP No. 66110A, Federal No. ESPL-5112 (012)
Contractor: Sully-Miller Contracting Company
Location of Work:

Descriptionof Operation/ Work Done:	The contractor continued punch list work removing and replacing damaged sidewalk, curb and gutter. The cracked bus pad on the south end of Citrus Ave on the west side of the street had 2 panels removed and replaced. Concrete was poured today as well as completing concrete work. 17 yards of concrete was used. The striping crew installed stop bars and legends on Citrus Ave. Red curb was refreshed to match newly painted red cub at University Dr.

Personnel on Job		Bid Item No./Hours Worked							Classification (i.e. Laborer/ Operator/Foreman)
Prime/Sub	Name								
Prime	Jim Williamson	11.50							Foreman
Prime	Kyle Williamson	10.50							Laborer
Prime	Charlie Ojeda	9.00							Laborer
Prime	David Garcia	9.00							Laborer
Prime	Rick Oliva	9.00							Foreman
Prime	Axilio Rengal	8.00							Mason
Prime	Jaime Munoz	9.50							Mason
Prime	Cruz Sanchez	9.00							Mason
Prime	Hector Mendez	11.00							Mason

Equipment on Job (List):	3 F250 pick up (8 hrs each), Case Backhoe (4 hrs), Breaker for backhoe (2 hrs), Super 10 (8.5 hrs), compressor (8 hrs), F450 crew truck (8 hrs), 3.5 ton form truck (8 hrs)

Bid Item No.	Qty.	Unit	Installed/ Removed	Description/Special Notes

Traffic Control:	Delineators and an arrow board
Miscellaneous:	
Follow-Up Required:	

Signature: Mordecai Nickerson Name/Title: Construction Inspector

CITY OF BELLFLOWER
DAILY INSPECTION REPORT

Report No.: 026
No. of Pages: 1 of 1
Date: 09/17/13
Day of Week: Tuesday
Start Time: 7:30 a.m.
Finish Time: 4:00 p.m. +
Hours Worked: 8.5 hrs. regular

Weather: Clear 81
SAA Job No.: 1108.001

Project: Palo Verde Avenue Pavement Rehabilitation Project
City Specification No.: 11/12-07
Federal Project No.: STPL-5348(026)
Contractor: All American Asphalt (AAA)
Subcontractor: Superior Pavement Markings
Location of Work: Palo Verde Avenue

Personnel on Job/Equipment Description		Bid Item No./ Hours Worked			Equipment
AAA/Sub	Name/Classification	Reg	OT		
AAA	Ronnie Williams, Foreman	8.0			Ford F-250 Pick Up #270887
SPM	Manuel Umana, Foreman	4.5			Hino RPM Truck, no number
SPM	Angel Aguilar, Laborer	4.5			

Description of Operation/Work Done:

7:30 a.m. All changeable message boards signs in place and functioning properly.

8:00 a.m. R. Williams and I met and discussed that Superior Pavement Markings and the manhole adjusting crew are not on site. R. Williams found out that Superior Pavement Markings is enroute and that the manhole adjusting crew is not coming out today.

9:00 a.m. R. Williams continues to work on correcting punch list items. I completed as-builts and R. Williams and I agree that the as-builts are complete and ready to be given to Construction Manager S. Ahmad. I monitored RPM placement.

11:00 a.m. I attended and participated in the 5th Progress Meeting. Action items for me are to contact GEI and get compaction results for the ARHM forward to SA Associates. I am also to contact Santa Fe Springs Signal Maintenance and have them contact J. Stock regarding the signals/loop issue at the Palo Verde Ave. and Allington St. intersection. I left a voice mail for GEI Soils Tech Parviz and Santa Fe Springs Signal Tech Jose on these issues.

12:00 p.m. I drove the entire length of Palo Verde Ave. in all lanes with Shahnawaz Ahmad, Phil West, and Fred Alamolhoda to determine if a profileograph was necessary. We also drove Clark Avenue for a comparison. We all agreed that Clark was a smoother ride, but Palo Verde Ave. did not warrant a profileograph. S. Ahmad to notify J. Stock of our thoughts. I interviewed the laborer with Superior Pavement Markings.

3:00 p.m. S. Ahmad and I discussed the pedestrian push button issue. I read the response from D. Sloan and told R. Williams that his contractor has removed 2 ADA approved push buttons from the poles at Palo Verde Ave. & Artesia Blvd. I told R. Williams that if his contractor had completed this work when he and I were on site, this would not have happened. He agreed. He contacted CP Engineering and was told they still had the buttons. He directed them to return to the site and place the buttons on the poles on Palo Verde Ave. at Allington St.

4:00 p.m. Left job site

6:00 p.m. I read and responded to several e-mails from P.West and F. Alamolhoda. I also spoke with S. Ahmad on the phone regarding the pedestrian push button resolution.

Signature _____ Name/Title: Rocky L. Hale, Construction Inspector

#10.

Los Angeles World Airports

INSPECTION DIVISION

Robert R. Loya - Chief Construction nspector

Jeffrey C. Smith, Chief Airports Engineer, Engineering & Project Management (310) 646-3254
INSPECTION OFFICE: 7051 WEST IMPERIAL HIGHWAY, LOS ANGELES, CA. 90045 (310) 646-2268

FORM DIR

DAILY INSPECTION REPORT

DATE: 10/26/2009

PROJECT TITLE: GCC Continental RON #3

CONTRACT DAY:

PROJECT W.O. #: 1.08.11C.TI02-700

PRIME CONTRACTOR: Griffith Construction

WORK LOCATION: Los Angeles International Airport

BID ITEM OR ACTIVITY #						
QUANTITY						

WORK SHIFT						
FROM: 6:00 AM TO: 2:30 PM						
	X					
SUN	MON	TUES	WED	THUR	Fri	SAT

DESCRIPTION OF THE WORK: 06 00 am Office

6:30am.No work in progress,concrete crew scheduled to come in and form up the work.

7:30am- 08:30am,American Maintenance Hangar.

8:30am,Concrete crew and steel forms not on site. 08:30am-11:00am American Maintenance Hangar Emergency Exit.11:00am

Griffith's Concrete arrived on site with steel forms.contractor in the process of unloading the material and setting up controls for

the concrete paver.12:20pm work continues.

2:30pm - 1:00pm American Maintenance Hangar Emergency Exit.

:00pm,Concrete crew still setting up forms.2:00pm work continues

Was work found unacceptable and rejected?		yes	X no	If (A) is YES, Attach a signed copy of the NON-COMPLIANCE.
Was this work "Time & Materials"?		yes	X no	If (B) is YES, Attach a signed "T & M" sheet (FORM TM).
Was this Deputy Work?		yes	X no	If (C) is YES, Attach a signed B-94 and note on "FORM SIR-1".
Were any tests performed or samples taken?		yes	X no	If (D) is YES, list the tests/samples taken on "FORM SIR-1"
Was any "unsafe" work observed?		yes	X no	If (E) is YES, List conditions, time and who reported to in box below.
Was there a WORK SHUT DOWN during work shift(s)?		yes	X no	If (F) is YES, Fill in the information below.

WORK SHUT DOWN LOCATION:

CONDITIONS:

DOWN TIME		TOTAL TIME DOWN		*** CAUSE OF SHUT DOWN ***				
STOP TIME	START TIME	DAYS	HOURS	WEATHER	CONTRACTOR	OWNER	B & S	OTHER (DESCRIBE):
A.M.	A.M.							
P.M.	P.M.							

UNSAFE CONDITIONS:

DESCRIBE:

REPORTED TO: TIME:

REPORTING INSPECTOR'S SIGNATURE

Ken Manera

INSPECTOR'S NAME PRINTED

M DIR (03/04)

MONTCLAIR
CALIFORNIA

City of Montclair
Intersection of Central Ave. at San Bernardino St.
Federal Project No. HSIPL-5326 (017)

WEEKLY STATEMENT OF WORKING DAYS

REPORT No. 14

Contractor: **PTM General Engineering Services, Inc.**
The following statement shows the number of working days charged to your contract for the **week ending November 27, 2015.**

Date	Day	Weather, Weather Conditions, or Other Conditions	Working Day	Non-Working Days Caused by		Working Days No Work Done on Controlling Operation
				Weather	Other	
November 23, 2015	Mon.				1	
November 24, 2015	Tue.				1	
November 25, 2015	Wed.				1	
November 26, 2015	Thurs.		City Holiday			
November 27, 2015	Fri.		City Holiday			
Days this week			**0**	0	3	
Days previously reported			62	0	0	
Total days to date			62	0	3	

TIME EXTENSIONS	CCO Numbers	Days Approved	
		CCO	Other
Days This Report		0	0
Days Previously Reported		0	0
Total days to date		0	0

COMPUTATION OF EXTENDED DATE FOR COMPLETION	Number of Days	Numbered Day	Date
1. Date Contract approved by the City Council		155	August 3, 2015
2. First Working Days		176	August 24, 2015
3. Working days specified in contract **(90 Working Days)**	90		
4. COMPUTED DATE FOR COMPLETION (if all days specified are workable)		310	January 5, 2016
5. Total time extension days approved to date (CCO plus other)	0		
6. Total non-working days to date	3		
7. Sub Total (Line 5 Plus Line 6)	3		
8. EXTENDED DATE FOR COMPLETION (Line 4 Plus Line 7)		313	January 8, 2016
9. Revised working days for contract (Line 3 Plus Line 5)	90		
10. Total working days to date	62		
11. WORKING DAYS REMAINING (line 9 minus line 10)	**28**		

Controlling Operation(s):	No work was done during this week - City and Contractor were waiting for direction from the Engineer of Record (EOR). As a result, Line No. 8, Extended Date For Completion is now January 8, 2016.

REMARKS:

Issued By: _____
Project Manager

_____
Date

The Contractor will be allowed fifteen (15) days in which to protest in writing the correctness of the statement; otherwise the statement shall be deemed to have been accepted by the Contractor as correct.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
LAE ASSOCIATES, INC.

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 **LAE ASSOCIATES, INC.** (hereinafter referred to as **"CONSULTANT"**), located at 650 North Rose Drive, Suite 182, Placentia, California 92870.

RECITALS:

WHEREAS, the City will be implementing the Central Avenue Pavement Rehabilitation Project (Capital Improvement Project 15-03); and

WHEREAS, the City has identified a need for a qualified and experienced engineering consulting firm to provide construction management and construction inspection services for the Central Avenue Pavement Rehabilitation Project; and

WHEREAS, Consultant (LAE Associates, Inc.) represents that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, by Resolution No. _____, adopted on the ___ of _____ 2016, the City Council authorized the City Manager to accept the proposal of the Consultant and enter into a contract to provide the necessary services; and

WHEREAS, Consultant warrants that it is specifically trained, experienced, competent, and has the resources to provide construction management services on CIP# 15-03; 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 construction management and construction inspection services relative to the Central Pavement Rehabilitation Project (CIP# 15-03). This includes delivering management, construction management, contract administration, construction engineering and inspection, material quality assurance and post construction services. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

- Pre-construction Conference
- Management Information System (MIS)

- Review Traffic Control Plans
- Meetings
- Issues Management
- Schedule
- Cost Control
- Labor Compliance
- Change Orders
- Dispute Resolution
- Quality Control/Inspection
- Public relations
- Permit/Environmental Compliance
- Progress Payments
- Monthly Status Reports
- Site Safety
- "As-Built" Drawings
- Final Walkthrough
- Project Completion Report

As more fully described in the City's **"Proposals to Provide Construction Management & Inspection Services – Central Avenue Pavement Rehabilitation Project (CIP 15 -03)"** and in Consultant's **"Proposal to Provide Construction Management and Inspection Services for the Central Avenue Pavement Rehabilitation Project CIP# 15-03"** dated December 9, 2015, both of which are incorporated herein by this reference.

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

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

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

Jay Shah, P.E., Vice President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the services to be rendered are complete, unless terminated earlier. Based on the progression of the construction, the parties anticipate that Consultant's services will be completed within seventy five (75) working days after commencement of the services by Consultant.

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

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis as specified within Consultant's **"Proposed Fee & Schedule"** dated November 20, 2014 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**.**

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

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **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 performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **One Hundred Fifty Six Thousand Four Hundred Ninety Dollars ($156,490.00).**

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

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

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

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

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

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

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

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

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

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

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

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal

fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will

make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

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

Either Party, upon tendering fifteen (15) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act,

applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Fred Alamolhoda, P.E., President **(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:
LAE Associates, Inc.
650 North Rose Drive, Suite 182
Placentia, California 92870
Attn: Fred Alamolhoda, P.E., President
(714) 993-2840
fredA@LAEassociates.com

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

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

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

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

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

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

LAE ASSOCIATES, INC.
CONSULTANT

Dated: _____ **By _____**
Fred Alamolhoda, P.E., President

CITY OF COMPTON
Recommended for Approval:

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

Approved by:

Dated: _____ **By _____**
Roger L. Haley, City Manager

Approved as to form:

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

ATTEST:

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LAE ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CENTRAL AVENUE PAVEMENT REHABILITATION PROJECT (CIP#15-03) AND ESTABLISHMENT OF A PURCHASE ORDER IN THE AMOUNT OF $156,490**

Glen Kau	**2/3/2016 2:58:04 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**2/17/2016 11:24:04 AM**
CITY ATTORNEY	DATE
Regina Tercero	**2/11/2016 1:32:26 PM**
CITY CONTROLLER	DATE
Roger Haley	**2/11/2016 9:49:13 AM**
CITY MANAGER	DATE

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

February 23, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ROBERT DELGADILLO, SENIOR PLANNER
PLANNING & ECONOMIC DEVELOPMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S INCORPORATED AREA IN CALIFORNIA HOME FINANCE AUTHORITY PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND AUTHORIZING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY

BACKGROUND

The California Home Finance Authority ("CHF" or "Authority"), which is in the process of formally changing its name to the "Golden State Finance Authority," is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Sections 6500 et seq.) (the "Act") and the Joint Exercise of Powers Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA").

CHF has established two Property Assessed Clean Energy ("PACE") financing programs for residential, commercial, industrial and agricultural properties to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use. By offering low cost financing, CHF's PACE programs allow construction of these projects to proceed and, in the process, stimulate building activity and the overall local economy, reduce peak energy demand, increase property values, and generate savings on utility bills for property owners.

CHF contracts with Ygrene Energy Fund CA LLC ("Ygrene") to serve as the program administrator and to operate the Ygrene Works for California PACE financing program.

In May of 2015, the City Council adopted a similar PACE program under the administrator HERO. Ygrene will operate very similar to HERO but has a few important distinctions which are discussed below.

STATEMENT OF ISSUE

I. PACE Financing Programs:

CHF has established two PACE programs under the legislative authority of two separate California PACE laws:

SB 555 PACE Community Facilities District: Senate Bill 555 amended the Mello-Roos Community Facilities Act, set forth in Sections 53311 through 53368.3 of the California Government Code and particularly in accordance with Sections 53313.5(l) and 53328.1(a) ("Mello-Roos Act"), to allow for the creation of Community Facilities Districts ("CFDs") for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property.

Individual properties can be annexed into the district and be subject to the special tax that is imposed to repay project financing only if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the CFD and (ii) each participating owner provides its unanimous written approval for annexation of its property into the PACE CFD.

AB 811 PACE Contractual Assessment Program: By the passage of Assembly Bill 811, the California State Legislature added Chapter 29 to the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code. This legislation authorized cities and counties to establish voluntary contractual assessment programs for the purpose financing private property improvements that promote renewable energy generation, energy and water efficiency and electric vehicle charging infrastructure.

As with the SB 555 CFD, properties can be annexed into the AB 811 PACE program and be subject to the property tax assessment that is imposed to repay project financing only if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the program and (ii) each participating owner consents in writing to the annexation of its property into the PACE program.

The City of Compton has previously approved participation in HERO PACE program. Adding the CHF PACE programs, to be administered by Ygrene, provides more options for City property owners. It will not add to or require any additional responsibilities for the City.

II. JPA ASSOCIATE MEMBERSHIP

To participate in the PACE programs, the City must become an Associate Member of CHF (JPA Agreement attached). Associate membership requires no dues or other costs to the City, but permits participation in all CHF programs including the PACE program. The attached resolution will authorize joining the JPA as an Associate Member. Pursuant to the JPA Agreement and CHF Board Resolution 15-01, the Executive Director has the authority to approve the addition of new Associate Members to the JPA.

III. PROGRAM AUTHORIZATION

CHF sought and has completed the process of judical validation for both the SB 555 and the AB 811 Programs in the Superior Court for the County of Sacramento. As of August 25, 2015, the CHF SB 555 PACE Program is fully operational. Although CHF is implementing the SB 555 PACE Program at this time, CHF has chosen to form, validate and maintain both the SB 555 and AB 811 Programs offerings to ensure that the "Ygrene Works for California" program remains the most innovative, cost effective and most secure PACE program in the state.

Should market conditions, consumer demand and/or legislative changes affect one PACE program more that another, CHF has the flexibility to offer the program that best supports CHF's vision of service without any interruption to participating counties and cities and their property owners. CHF intends to maximize the benefits of both program offerings.

Ygrene provides energy efficiency, water conservation and solar financing using the SB 555 Community Facilities District Program. The JPA's SB 555 program provides the greatest consumer protections and the opportunity for lower costs because the issuance of bonds for financing is not required. The JPA's AB 811 PACE is available and used for seismic strengthening improvements because the legislature specifically added that type of improvement to the scope of AB 811 PACE programming.

Following are additional PACE program considerations:

- Supports development of renewable energy sources, installation of energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment.

- Only property owners who voluntary choose to participate in the program will be subject either to assessments or special taxes, depending on which program CHF decides to implement.

- Program financing provides for an affordable method for many property owners to reduce their energy costs and improve their properties.

- Because program financing can be readily transferred upon sale, even owners who are planning to sell have the ability to make responsible and beneficial improvements to their property.

- While early payment premiums apply in some circumstances, property owners can choose to pay off the program financing at any time.

- The City incurs no financial obligations as a result of program participation.

- Once the Council adopts the attached and companion resolutions, the City will incur no costs, and no staff time is required for administration or funding of the PACE program.

IV. COUNCIL ACTION

In support of CHF's approach, the Council is being asked to adopt two (2) resolutions that would approve the following actions:

a. Adopt the attached resolution which will authorize the City to join the Joint Exercise of Powers Authority as an Associate Member and permits property owners within the incorporated areas of the City to participate in the California Home Finance Authority AB 811 PACE Program; and

b. Adopt the companion resolution presented to the Council authorizing the City to join the Joint Exercise of Powers Authority as an Associate Member and permits property owners within the incorporated areas of the City to participate in the California Home Finance Authority Community Facilities District No. 2014-1 Program (SB 555 PACE Community Facilities District).

Each resolution also authorizes CHF (1) to accept applications from property owners within the City's incorporated area to finance authorized improvements;

and (2) to conduct proceedings and levy special taxes or contractual assessments, as applicable, on the property of participating owners.

FISCAL IMPACT

There are no negative fiscal impacts to the City's general fund associated with the recommended actions. There is no cost to the City to become an Associate Member of the JPA or by opting into the PACE programs described in this report. The City will have no administrative costs.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution.

ROBERT DELGADILLO, SENIOR PLANNER
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S INCORPORATED AREA IN CALIFORNIA HOME FINANCE AUTHORITY PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND AUTHORIZING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY

WHEREAS, the California Home Finance Authority ("CHF" or "Authority") is a Joint Exercise of Powers Authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Sections 6500 et seq.) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time ("Authority JPA"); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, the Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, the City of Compton (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, the Authority has established the Authority PACE Program, which is a voluntary contractual assessment program, as permitted by the Act, and the City desires to become an Associate Member of the Joint Exercise of Powers Authority to participate in the programs of the Joint Exercise of Powers Authority and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City of Compton will not be responsible for the conduct of any assessment proceedings, the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments, or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

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

Section 1. That the City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California Home Finance Authority PACE Program to finance or refinance the acquisition, installation and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements.

Section 2. That the City Council consents to inclusion in the California Home Finance Authority PACE Program of all of the properties in the incorporated area within the City and to the Improvements, upon the request of and voluntary agreement of owners to such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction there-over by the Authority for the purposes thereof.

Section 3. That the consent of the City Council constitutes assent to the assumption of jurisdiction by the Authority for all purposes of the Authority PACE Program and authorizes the Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

Section 4. That the City Council hereby approves joining the Joint Exercise of Powers Authority as an Associate Member and authorizes the execution by the City Manager of any necessary documents to effectuate such membership.

Section 5. That City staff is hereby authorized to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City and report back periodically to the City Council on the success of such program.

Section 6. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney, the Planning and Economic Development and Building and Safety Departments. The City Clerk also is instructed to send a certified copy of this Resolution to the Secretary of the California Home Finance Authority Joint Powers Authority.

Section 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2016.

_____
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 _____, 2016.

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

Exhibit A

CALIFORNIA HOME FINANCE AUTHORITY
JOINT POWERS AUTHORITY AGREEMENT

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

(1) executing contracts,
(2) employing agents, consultants and employees,
(3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
(4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
(5) incurring debts, liabilities or obligations,
(6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
(7) suing and being sued in its own name, and litigating or settling any suits or claims,
(8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
(9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars ($100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. <u>Composition</u>

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars ($5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals**. Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue**. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014

[*SIGNATURES ON FOLLOWING PAGES*]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

_____ Dated:_____

By:_____

Name:_____

Title:_____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

AFTER EXECUTION, PLEASE SEND TO:

Golden State Finance Authority
(formerly California Home Finance Authority)
1215 K Street, Suite 1650
Sacramento, CA 95814

ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

Ygrene WORKS™



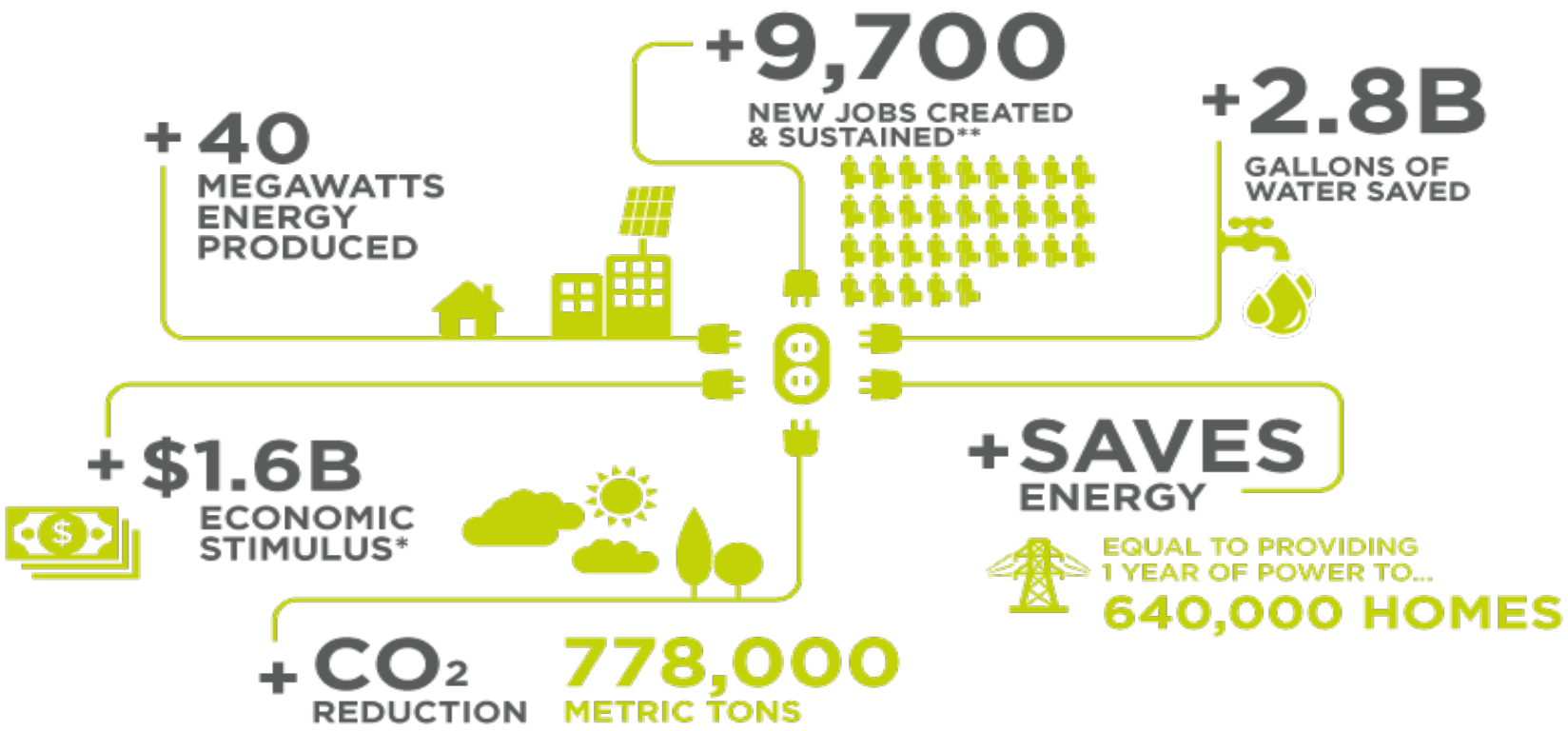
OFFERED IN PARTNERSHIP BETWEEN

GOLDEN STATE FINANCE AUTHORITY (GSFA) + YGRENE ENERGY FUND (YE

Ygrene + Golden State Finance Authority™

Results and Impact To-Date

What does $648,000,000 in water and energy efficient upgrades look like?



* Estimated annual Economic Impact/Stimulus includes both local impact (e.g., labor costs) as well as manufacturing, distribution, materials, etc., that may occur outside the local economy but that are a part of the national economy.

** Depending on the improvement, CO2 reduction and annual job creation may vary.

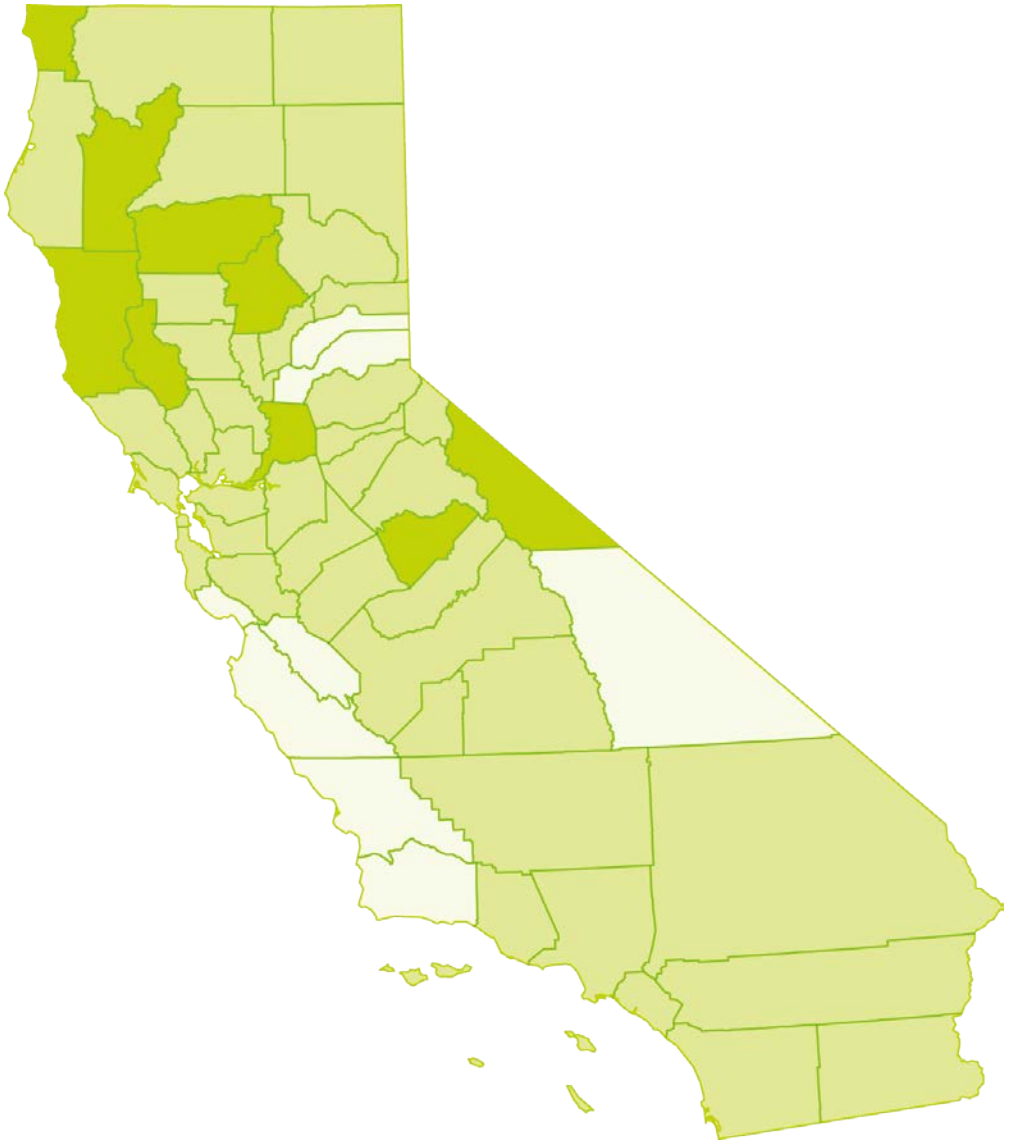
All figures are current as of October 2015.

Results and Impact To-Date

CURRENTLY AVAILABLE TO NEARLY…



Current Service Area and Expansion



ACTIVE IN…

+121

JURISDICTIONS

14 M POP.

RECENTLY LAUNCHED / PENDING

+71

COUNTIES & CITIES

10 M POP.

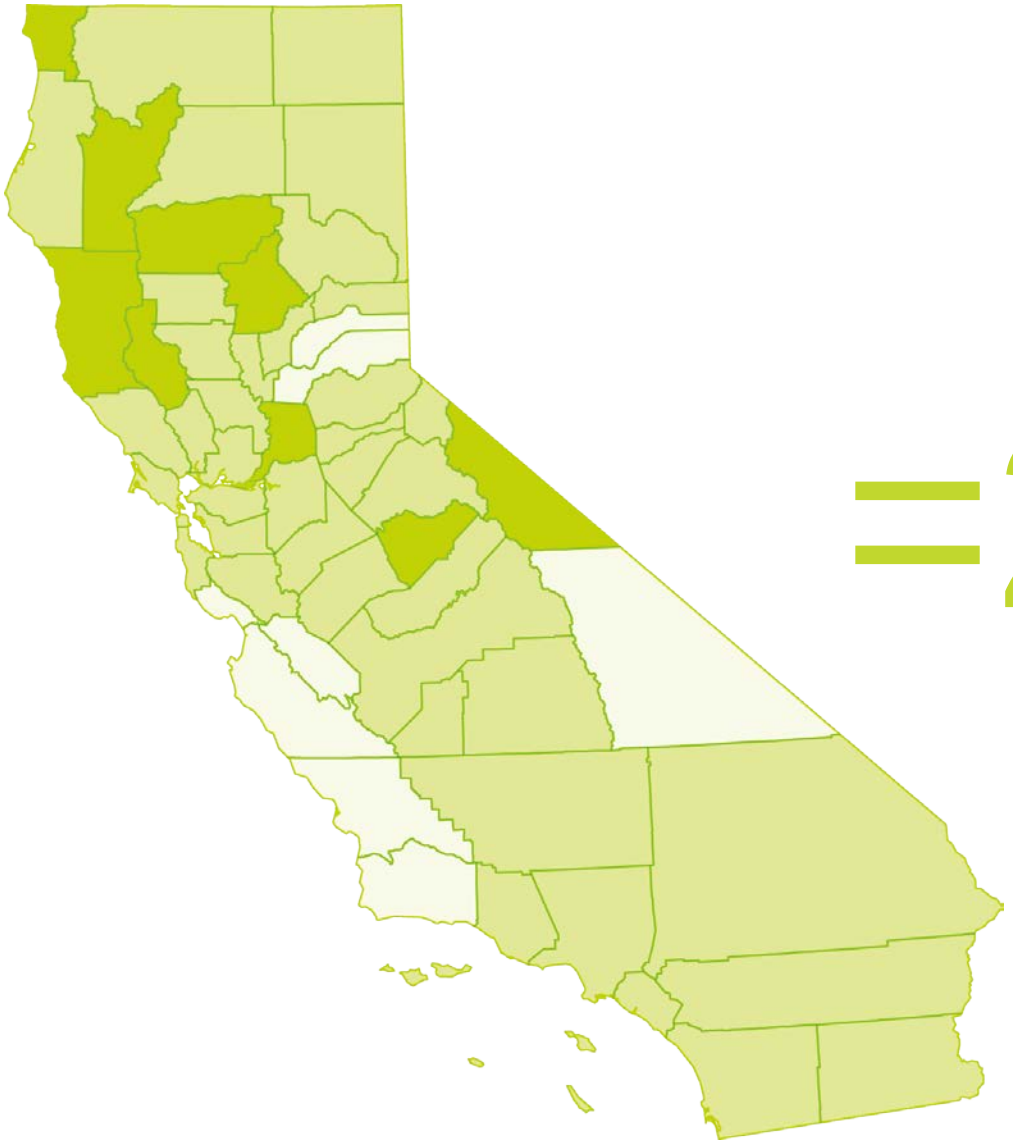
ACTIVELY UNDER REVIEW

+45

COUNTIES & CITIES

2.7 M P

Current Service Area and Expansio



TOTAL
COUNTIES
& CITIES

=237

26.7 M POP.

Comprehensive Program

RESIDENTIAL MULTI-Family & COMMERCIAL

Use Financing to Pay for Upgrades



Consumer Protection

Certified Contractors, Local Permits and Customer Approval are Required

CERTIFIED CONTRACTORS

Utilize Financing to Market Building Upgrades

JPA

Form PACE Program

LOCAL GOVERNMENT

Authorize Program

Fully Staffed and Supported by Ygrene

#1.

WE PROVIDE…



LOCAL
Government Relations & Community Representative



LOCAL
Contractor Training & Certification



REGIONAL
Account Managers



CALL CENTER
Expansion to Serve Statewide Communities

GOLDEN STATE
Finance Authority™

JPA INTEGRATED
GSFA staff providing expertise & oversight

Consumer Protection



Contractor Training & Certification

Consumer Disclosures

Property & Financial Underwriting

Eligibility & Project Cost Review

Quality Assurance Control

Dispute Resolution

Post-Close Audit

Consumer Protection #11.

CONTRACTOR TRAINING + CERTIFICATION

- Recruiting
- Training +Registration
- Initial Certification
- Trial Period
- Contractor Agreement
- Annual Re-Cert

CONSUMER DISCLOSURES



- Lender Notification
- P.O. SRDL
- NJTL
- FA/UAA
- Closing Statement
- SRRP

QUALITY ASSURANCE + CONTROL



- Contract Eligibility Review
- Energy Efficient Product Verification
- Permit Verification + Building Department Review
- Consumer ID Confirmation
- Privacy and Protection for Seniors and ESL

FINANCIAL PROTECTIONS



- Safe, Flexible Financing Platform
- 3-day Right to Cancel
- Pricing Controls
- Dispute Resolution

Lowest Cost PACE Financing Available Today

100%

FINANCING

Projects include


Solar Panels



Heating & AC


Windows & Doors


Lighting


Roofing


Insulation


Water Saving


Hurricane


Landscaping
and many more!

FAQs

1. What types of properties qualify?
2. Which improvements are eligible?
3. Do PACE liens transfer upon sale or refinance?
4. What are some advantages to Ygrene's financing?
5. Can my community have more than one PACE program?

CONTACT US TODAY

(707) 236.6608

To Speak With A
Program Representative

February 23, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER FOR PREVENTIVE MAINTENANCE AND REPAIRS FOR FIRE APPARATUSES WITH THE CITY OF SANTA FE SPRINGS

SUMMARY

This resolution authorizes the City Manager to establish a purchase order in the amount of $40,000 with the City of Santa Fe Springs to repair and provide replacement parts for our City fire apparatus.

BACKGROUND

Repair and replacement of worn and inoperable parts is essential to everyday response of fire apparatus. The purchase order will allow fire department personnel to perform their daily duties.

STATEMENT OF ISSUE

Compton Fire Department's emergency apparatus are manufactured by Pierce Fire apparatus. The City of Santa Fe Springs is the area's local service representative for the Pierce Fire Apparatus Manufacturer. City of Santa Fe Springs Fire Department Mechanics specialize in the repair and maintenance of fire apparatus and is certified by the Pierce Manufacturer.

The City of Santa Fe Springs serviced our apparatus for two previous fiscal years. We found their services to be effective and efficient in terms of the quality of their work and the timeliness in returning our apparatus back to us for use. However, three service proposals were collected from Diesel Truck service centers. They were City of Santa Fe Springs, Emergency Vehicle Group and Carmenita Ford. We found that Santa Fe Springs was the most responsive and competitive in terms of meeting our needs. Santa Fe Springs will service the majority of our needs for our fire apparatus repair. Consequently, we will also use Carmenita Truck Center as a back-up when necessary.

The City of Compton does not have a diesel mechanic service center specializing in providing service and repair to Fire Department Apparatus. As of the latter part of the 2009- 2010 fiscal year, the Compton Fire Department entered into its initial maintenance and repair agreement with the City of Santa Fe Springs. At

this point, we are appreciative and satisfied with the level of service that has been afforded to the fire department by the City of Santa Fe Springs. City Council approval is needed because the expenditure is in excess of $25,000.

ALTERNATIVE

The alternative would be to create a Purchase Order to one of the other vendors who submitted proposals that were not as responsive or competitive in pricing.

FISCAL IMPACT

There is no further impact to the budget. Funds for this purchase are allocated in account 10016900004229 of the fiscal year's 2015-16 budgets.

RECOMMENDATION

Staff recommends that Council approve the attached resolution.

BRYAN BATISTE
INTERIM FIRE CHIEF

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER FOR PREVENTIVE MAINTENANCE AND REPAIRS FOR FIRE APPARATUSES WITH THE CITY OF SANTA FE SPRINGS

WHEREAS, the Fire Department needs its apparatus to be maintained in a constant state of readiness to respond to emergent situations; and

WHEREAS, City of Santa Fe Springs is a local vendor and has provided the fire department with this service at a responsible price and in a professional manner in the past; and

WHEREAS, adequate funds for the purchase order is allocated in account 10016900004229 of the Fire Department's 2015-16 Fiscal Year Budget; and

WHEREAS, three proposals were collected (City of Santa Fe Springs, Emergency Vehicle Groups, Carmenita Ford) for apparatus repair and maintenance; and

WHEREAS, the City of Santa Fe Springs provided the most responsive and competitive proposal; and

WHEREAS, the City of Compton does not have a diesel service center that provides specialized service and repair for fire apparatus; and

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

Section 1. That the City Manager is authorized to execute a purchase order to the City of Santa Fe Springs in an amount not to exceed **Forty Thousand Dollars and No Cents ($40,000.00).**

Section 2. That the funds for said purchase order shall come from the Fire Department's 2015 - 16 Fiscal Year Budget, **Account No. 10016900004229.**

Section 3. That a copy of this resolution shall be filed in the offices of the City Manager, City Controller and the Fire Department.

Section 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2016

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

#12.

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2016.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Fire**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER FOR PREVENTIVE MAINTENANCE AND REPAIRS FOR FIRE APPARATUSES WITH THE CITY OF SANTA FE SPRINGS**

Bryan Batiste — **2/17/2016 5:48:08 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **2/18/2016 3:04:39 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **2/18/2016 2:27:37 PM**
CITY CONTROLLER — DATE

Roger Haley — **2/17/2016 5:49:19 PM**
CITY MANAGER — DATE

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

February 23, 2016

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING SENATE BILL (SB) 1063 THE WAGE AND EQUALITY ACT OF 2016**

SUMMARY

Councilman Issac Galvan has requested Council support of Senate Bill (SB) 1063 initiated by Senator Isadore Hall III. Sponsored by the California Organization for Women, this Bill would prohibit employers from paying employees a wage rate less than the rate paid to employees of a different race or ethnicity for substantially similar work. Included in this report you will find a Fact Sheet regarding SB 1063.

FINANCIAL IMPACT

There is no financial impact associated with supporting this Bill.

RECOMMENDATION

Staff recommends the Mayor and City Council provide direction in regards to this request.

Roger L. Haley
City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING SENATE BILL (SB) 1063 THE WAGE AND EQUALITY ACT OF 2016

WHEREAS, despite being the most diverse and prosperous State in the nation, many California workers continue to suffer from chronic racial and ethnic wage gap: and

WHEREAS, a 2013 study revealed that Asian American women make 90 cents, African American women make 64 cents and Hispanic or Latina women make just 54 cents for every dollar a Caucasian man earns; and

WHEREAS, the wage gap is not only between men and women, as African American men earn just 75% of the average salary of a Caucasian male worker; and

WHEREAS, last year Senate Bill (SB) 358 (Jackson) began to address wage inequality by prohibiting employers from paying employees a wage rate less than the rates paid to employees of the opposite sex for substantially similar work; and

WHEREAS, despite the progress of SB 358 gaps in the law still persists in that the 65 year old California Equal Pay Act fails to include one of the largest factors for wage inequity – race and ethnicity

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

Section 1. That the City of Compton supports the adoption of California Assembly Bill (SB) 1063 - The Wage Equality Act of 2016.

Section 2. That the City Council encourages its businesses and citizens to communicate its support of SB 1063 to the Governor and our State's legislature.

Section 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

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

ADOPTED this _____ day of _____, 2016.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2016.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

SENATOR ISADORE HALL, III

35TH SENATE DISTRICT

STATE CAPITOL, ROOM 4085 ★ SACRAMENTO, CA 95814

222 WEST 6TH STREET, SUITE 320 ★ SAN PEDRO, CA90731

WWW.SENATE.CA.GOV/HALL

SB 1063 (Hall) Wage Equality Act of 2016
FACT SHEET

Sponsor: California National Organization for Women, Jerilyn Stapleton, (323) 543-1732
Staff Contact: Tara McGee, (916) 651-4035

ISSUE

Despite being the most diverse and prosperous state in the nation, many California workers continue to suffer from a chronic racial and ethnic wage gap. A 2013 study revealed that Asian American women make 90 cents, African American women make 64 cents, and Hispanic or Latina women make just 54 cents for every dollar that a Caucasian man earns. The wage gap isn't only between men and women, as African American men earn just 75% of the average salary of a Caucasian male worker.

Last year, SB 358 (Jackson) began to address wage inequality by prohibiting employers from paying employees a wage rate less than the rates paid to employees of the opposite sex for substantially similar work. However, gaps in the law still persist. The 65 year old California Equal Pay Act fails to include one of the largest factors for wage inequity – race and ethnicity.

SOLUTION

SB 1063 (Hall) would prohibit employers from paying employees a wage rate less than the rate paid to employees of a different race or ethnicity for substantially similar work.

As California continues to grow and diversify, large segments of our state's minority population are facing devastating economic inequality. No employee should be denied an equal wage for an equal day of work. SB 1063 builds upon the important steps California has taken to address wage inequality and will set a national standard to ensure that every worker is paid a fair and equitable wage.

SUPPORT

California National Organization for Women (Sponsor)

(As introduced 2/16/16)