

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, June 07, 2016 5:30 PM

HEARING(S)

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. MAY 17, 2016

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. INVESTMENT REPORT (APRIL 30, 2016) - Receive/File

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

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO GRANT A FRANCHISE TO TORRANCE PIPELINE COMPANY LLC TO OPERATE, INSTALL, MAINTAIN, REPLACE, REMOVE AND/OR REPAIR PIPELINES AND APPURTENANCES FOR THE TRANSPORTATION OF OIL, HYDROCARBON SUBSTANCES, REFINED PETROLEUM PRODUCTS INCLUDING CATHODIC PROTECTION FACILITIES, NECESSARY OR CONVENIENT FOR THE GRANTEE'S BUSINESS AND PUBLISHING NOTICE OF A PUBLIC HEARING THEREON
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENT WITH JMDIAZ, INC. FOR CONSTRUCTION SUPPORT AND INSPECTION SERVICES FOR THE METRO BLUE LINE PEDESTRIAN SWING AND GATES CONSTRUCTION PROJECT AND ESTABLISHMENT OF A PURCHASE ORDER IN AMOUNT OF \$10,337.75

APPROVAL OF WARRANTS

5. **WARRANT** - 233970 - **DATE** - 5/25/16 - **NAME** - TOTAL CORPORATE SOLUTIONS - **SERVICE** - PAYMENT FOR RELOCATION OF COPIERS AND PRINTERS TO NEW HOUSING AUTHORITY LOCATION
AMOUNT - \$300.00 - **REQUESTED BY:** HOUSING AUTHORITY

WARRANT - 233974 - **DATE** - 5/25/16 - **NAME** - WALTERS WHOLESALE ELECTRIC CO. - **SERVICE** - PAYMENT FOR ELECTRICAL SUPPLIES NEEDED AT FLEET YARD
AMOUNT - \$1054.76 - **REQUESTED BY:** GENERAL SERVICES

Total Amount \$1,054.76

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, June 14, 2016 @ 5:30 PM.

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MAY 17, 2016

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

ROLL CALL

Council Members Present: **Zurita, Galvan, McCoy, Sharif, Brown**
Council Members Absent: **None**

Other Officials Present: **R. Rugley, A. Godwin, R. Haley**

5:45 PUBLIC HEARING - TO RECEIVE COMMENTS ON THE PROPOSED ANNUAL ACTION PLAN FOR FISCAL YEAR 2016-2017 (Item #8)

On motion by Zurita, seconded by Sharif, the public hearing was opened at 5:46 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**

Renea Ferrell, Grants Manager, offered an oral report on the Proposed Annual Action Plan for Fiscal Year 2016-2017. Ms. Ferrell notified the public that this information is available in the lobby. Staff requests that City Council, subsequent to the public hearing, adopt and authorize the City Manager to submit the HUD-mandated 2016-2017 Annual Action Plan to the United States Department of Housing and Urban Development (“HUD”), to execute contracts and to implement programs by allocating \$1,491,641 in Community Development Block Grant (“CDBG”) funds and \$453,284 in Home Investment Partnership funds into the City’s 2016-17 Fiscal Year budget for a total of \$1,949,925.

<u>CDBG Program Activities</u>	<u>2016-17 Recommended Allocation</u>
CDBG Administration (20% cap) -	
CDBG Program Administration	\$288,328
Fair Housing Services	\$10,000
CDBG Administration Sub-Total	\$298,328

<u>CDBG Public Service Activities as recommended by the City of Compton’s Federal Grants</u>	
<u>Advisory Board (FGAB) (15% cap)</u>	
Volunteers of America- CDBG Program	\$30,000
Champions of Caring- Literacy Program	\$10,000
El Nido Family Centers – Youth Development	\$16,746
GRID Alternatives- Solar Power	\$20,000
Legal Aid Society of OC – Domestic Violence Prevention	\$18,000
Queue Up, Inc. - Therapeutic Horseback Riding	\$15,000
Soledad Enrichment Action, Inc.	\$30,000
St. Francis Center- Outreach	\$15,000
St. Francis Medical Centers of Lynwood Foundation	\$9,000
The Children’s Clinic – Medical Care Service	\$40,000
The Compton Initiative	\$20,000
CDBG Public Service Sub-Total	\$223,746

<u>CDBG Non-Public Activities</u>	
Public Works - Residential Street Reconstruction 2016	\$427,467
Section 108 Loan Repayment	\$542,100
CDBG Non-Public Service Sub-Total	\$969,567
CDBG Total	\$1,491,641

HOME Program: The fundamental purpose of the HOME Program is to preserve and increase the supply of decent, safe, and sanitary affordable rental and owner-occupied housing for persons at 80% or below the Los Angeles County area median household income.

2016-2017 HOME Investment Partnership (HOME)
Activities and Budget

<u>HOME Program Activity</u>	<u>2016-2017</u>
HOME Administration 10% -	
HOME Program Administration	\$45,328
HOME Administration Sub-Total	\$45,328
CHDO Activity (15% cap) -	
CHDO Project	\$67,992
CHDO Activity Sub-Total	\$67,992
HOME Activities First-Time Homebuyer Program	\$189,964
Residential Rehabilitation Program	\$150,000
HOME Sub-Total	\$339,964
HOME TOTAL	\$453,284

PUBLIC COMMENTS ON THE PUBLIC HEARING

Ms. Candida, Queue Up, Inc., acknowledged the members of the Federal Grants Advisory Board (FGAB) for their efforts to recommend financial support to Queue Up, Inc.

Lynn Boone, Compton resident, asked the members of FGAB to confirm or deny whether or not they proposed all of these recommendations; citing that none of the organizations are from the City of Compton and seem not to serve the community. She went on to question why the local organizations previously approved for funding are no longer requesting funding, and why the people of Compton are not being served. She cited a conflict of interest with regard to the relationships that some of these organizations have with elected officials - when in the past - elected officials would excuse themselves from voting on conflicting items. Lastly, she inquired about monies that were issued to organizations last year, i.e., the \$100,000 allotment to Pressed Juicery.

Brenda Postelle, Compton resident and FGAB Chairperson, assured Ms. Boone that FGAB is 100% responsible for all recommendations. She also clarified that all agencies are required to serve the citizens of Compton - otherwise they are ineligible for funding.

Joyce Kelly, Compton resident, inquired about why the federal government will not allocate funding directly to the City of Compton and secondly, she questioned how this funding allocation was advertised to the local community. Ms. Kelly also made comments about the decrease in the total amount to be disbursed and the advertisement of the HOME program.

Sal Figueroa, El Nido Family Centers, re-introduced the El Nido Family Center located at 4323 East Rosecrans Avenue, Compton, California. He thanked FGAB for their recommendation and acknowledged their volunteer work as committed citizens of Compton.

On motion by Zurita, seconded by McCoy, the public hearing was closed at 6:00 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 Zurita inquired about the Old Timers participation in the Meals On Wheels Senior food program. Ms. Ferrell answered that staff is awaiting a response from the County of Los Angeles regarding their funding to the Old Timers foundation to service the citizens of Compton.

Councilperson Zurita inquired about funding set aside for the Old Timers organization. Ms. Ferrell stated that she is unaware of the amount of money set aside for the Old Timers organization or how many seniors will be assisted - and that, coincidentally, FGAB selected a company to provide a food pantry for the citizens of Compton.

Councilperson Zurita asked the City Manager to make certain the Meals On Wheels program continues in the City of Compton.

Councilperson Zurita asked if everyone who requested funding, received funding. Ms. Ferrell replied affirmatively.

Councilperson Zurita stated that this is another example of why the City of Compton needs a newspaper; and requested additional information regarding the City's Section 108 Loan Repayment program.

Mayor Brown thanked FGAB for their time and efforts to review the applications and make recommendations for funding. Ms. Brown added that she has never contacted any member of FGAB to influence their decision-making abilities for funding.

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE HUD-MANDATED 2016-2017 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLAN AND AUTHORIZING THE SUBMISSION OF THE PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (\$1,949,925)

On motion by Zurita, seconded by Galvan, **Resolution # 24,344** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE HUD-MANDATED 2016-2017 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLAN AND AUTHORIZING THE SUBMISSION OF THE PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (\$1,949,925)**" 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 AUTHORIZING THE ADOPTION OF SUBSTANTIAL AMENDMENTS TO THE CITY OF COMPTON'S FISCAL YEARS 2010-2011, 2011-2012, 2012-2013 AND 2015-2016 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLANS BY REALLOCATING UNUSED CDBG AND ESG FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AMENDMENT WITH VOLUNTEERS OF AMERICA TO PROVIDE HOMELESS PREVENTION SERVICES.

Councilperson Zurita inquired about the person responsible for overseeing this program.

Renea Ferrell, Grants Manager, answered that she receives quarterly reports from HUD and that she can give that information to the City Manager for council review.

Mayor Brown instructed the City Manager to present those reports as agendaized items.

On motion by Zurita, seconded by Galvan, **Resolution # 24,345** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ADOPTION OF SUBSTANTIAL AMENDMENTS TO THE CITY OF COMPTON'S FISCAL YEARS 2010-2011, 2011-2012, 2012-2013 AND 2015-2016 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLANS BY REALLOCATING UNUSED CDBG AND ESG FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AMENDMENT WITH VOLUNTEERS OF AMERICA TO PROVIDE HOMELESS PREVENTION SERVICES**" 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

5:35 P.M. - PUBLIC HEARING - 2016-2017 FISCAL YEAR BUDGET

On motion by Zurita, seconded by Sharif, the public hearing was opened at 6:08 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

City Manager Haley announced that this is the first of several budget hearings scheduled to be presented to the City Council and members of the public. Today, staff will be presenting a brief overview of revenues and expenditures by department in regards to their respective budgets.

CITY OF COMPTON - PROPOSED FY 2016-2017 BUDGET

2016-17 SUMMARY OF REVENUES

General Fund	\$55,362,784
Special Revenues	\$52,653,787
Debt Service Funds	\$13,926,494
Enterprise Funds	\$61,955,628
Internal Service Funds	\$8,943,032
Total	\$192,841,725

2016-2017 SUMMARY OF EXPENDITURES BY DEPARTMENTS

City Council	\$1,177,759
City Attorney	\$8,320,119
City Attorney-Code Enforcement	\$2,683,058
City Clerk	\$2,046,209
City Treasurer	\$859,948
City Manager -Parking & Security	\$8,687,200
City Controller	\$2,605,851
Human Resources	\$1,374,585
Non-Departmental	\$23,792,811
Local Housing Authority	\$11,276,097
Parks & Recreation	\$5,843,951
Planning	\$1,534,464
CareerLink	\$499,639
LA County Sheriff	\$19,500,000
Fire	\$16,702,682
Building and Safety	\$2,269,984
Public Works -Streets Division	\$9,321,341
Public Works -Eng. Division	\$16,269,114
General Services	\$7,082,490
Public Works-Water Division	\$50,994,423
Total Expenses	\$192,841,725

OFFICE OF THE CITY MANAGER - Roger Haley, City Manager

DIVISIONS

Grants Administration
Parking Enforcement Services
Budget Administration
Public Access

STAFFING ALLOCATION

	<u>2015-2016 Approved Budget</u>	<u>2016-17 Proposed Budget</u>
City Manager	1	1
Assistant City Manager	2	2
Budget Officer	1	1
Grants Manager	1	1
Security Supervisor	1	1
Program Development Specialist	1	1
Secretary to the City Manager	1	1
Administrative Analyst I	1	1
Administrative Assistant	1	1
Administrative Specialist	2	2
Parking Control Officer	6	6
Security Officers	9	9
Video Production Specialist	2	2
Production Aide I	1	1
Office Aide	1	0
Community Services Workers	0	11
Total	31	42

FY 2016-2017 BUDGET SUMMARY

	<u>Adopted 2015-2016</u>	<u>Proposed 2016-2017</u>	<u>Change</u>
General Fund	\$2,680,318	\$3,299,194	\$618,876
Personnel	\$2,666,940	\$3,730,981	\$1,064,041
Operations & Maintenance	\$4,750,645	\$4,151,152	-\$599,493
Capital	\$632,317	\$755,067	\$122,750
Total	\$8,049,902	\$8,637,200	\$587,298

HUMAN RESOURCES DEPARTMENT - Shawna Holmquist, Interim Director

STAFFING ALLOCATION

	<u>2015-2016 Approved Budget</u>	<u>2016-17 Proposed Budget</u>
Human Resources Director	1	1
Human Resources Analyst	1	1
Human Resources Specialist	2	2
Administrative Analyst I	1	1
Office Assistant III	1	1
PBX Operator/Clerk I	1	1
Total	7	7

FY 2016-2017 BUDGET SUMMARY

	<u>Adopted 2015-2016</u>	<u>Proposed 2016-2017</u>	<u>Change</u>
General Fund	\$938,336	\$642,711	-\$295,625
Personnel	\$947,639	\$898,855	-\$48,784
Operations & Maintenance	\$580,200	\$475,730	-\$104,470
Capital	\$0	\$0	\$0
Total	\$1,527,839	\$1,374,585	-\$153,254

Councilperson Sharif inquired about the \$295,625 reduction in the General Fund budget from the 2015-2016 fiscal year to the 2016-2017 fiscal year. Ms. Holmquist cited a reduction in actual training and convention costs from last year and decrease in unnecessary expenses.

GENERAL SERVICES DEPARTMENT - Van Wilson, Director

DIVISIONS

Facility Maintenance
Custodial Services
Information Technology (IT)
Real Property Management
Central Utility Bill Management
Fleet Services

STAFFING ALLOCATION

	<u>2015-2016 Approved Budget</u>	<u>2016-17 Proposed Budget</u>
General Services Director	1	1
Information Systems Engineer	1	1
Systems Coordinator	2	2
Building Maintenance Supervisor	1	1
Computer Technician	1	1
Administrative Analyst II	1	1
Plumber	1	1
Administrative Analyst I	1	1
Facility Maintenance Worker III	3	3
Mechanic Lead Worker	1	1
Custodian Lead Worker	1	1
Accounting Specialist	1	1
Facility Maintenance Worker II	2	2
Small Engine Mechanic	1	1
Custodian	11.5	13
Total	29.5	31

FY 2016-2017 BUDGET SUMMARY

	<u>Adopted 2015-2016</u>	<u>Proposed 2016-2017</u>	<u>Change</u>
General Fund	\$4,133,531	\$4,133,531	\$0
Personnel	\$2,855,231	\$3,245,087	\$389,856
Operations & Maintenance	\$3,902,446	\$3,837,403	-\$65,043
Capital	\$0	\$0	\$0
Total	\$6,757,677	\$7,082,490	\$324,813

CITY CONTROLLER'S OFFICE - Roel Briones, Acting Deputy City Controller

DIVISIONS

General Ledger and Accounting
Financial Reporting and Auditing
Payroll
Accounts Payable
Accounts Receivable

STAFFING ALLOCATION

	<u>2015-2016 Approved Budget</u>	<u>2016-17 Proposed Budget</u>
City Controller	1	1
Deputy City Controller	1	1
Internal Auditor	1	1
Accountant II	2	2
Payroll Services Supervisor	1	1
Accountant I	4	4
Administrative Specialist	2	2

Accounting Specialist	6	6
Total	18	18

FY 2016-2017 BUDGET SUMMARY

	<u>Adopted 2015-2016</u>	<u>Proposed 2016-2017</u>	<u>Change</u>
General Fund	\$1,722,177	\$1,804,003	\$81,826
Personnel	\$1,984,822	\$2,134,646	\$149,824
Operations & Maintenance	\$467,005	\$471,205	\$4200
Capital	\$0	\$0	\$0
Total	\$2,451,827	\$2,605,851	\$154,024

FIRE DEPARTMENT - Bryan Batiste, Fire Chief

DIVISIONS

Administrative

Fire Prevention/ Hazmat

Emergency Preparedness

Fire Operations

STAFFING ALLOCATION

	<u>2015-2016 Approved Budget</u>	<u>2016-17 Proposed Budget</u>
Fire Chief	1	1
Deputy Fire Chief	1	1
Battalion Chief	3	4
Fire Captain	16	16
Fire Engineer	15	15
Emergency Management Coordinator	1	1
Firefighter	18	18
Firefighter/Paramedic	18	18
Fire Protection Specialist II	1	1
Administrative Analyst II	1	1
Fire Protection Specialist I	2	2
Administrative Specialist	1	1
Total	91	92

FY 2016-2017 BUDGET SUMMARY

	<u>Adopted 2015-2016</u>	<u>Proposed 2016-2017</u>	<u>Change</u>
General Fund	\$11,284,412	\$12,634,997	\$1,350,585
Personnel	\$12,888,094	\$14,585,196	\$1,697,102
Operations & Maintenance	\$2,115,681	\$2,117,486	\$1,805
Capital	\$348,000	\$0	-\$348,000
Total	\$15,351,755	\$16,702,682	\$1,350,927

Councilperson Zurita questioned whether or not the Battalion Chief position has been in the budget for years; and if the doctor position is included in the budget. Mr. Batiste informed Councilperson Zurita that the Battalion Chief position is a new position and that the doctor's position is funded under contract services.

Mayor Brown asked Mr. Batiste if the proposed budget is congruent with last year's impact to the General Fund relative to overtime costs. **City Manager Haley** replied affirmatively noting that their budget also includes an additional \$400,000.

PUBLIC WORKS ENGINEERING DIVISION - Glen Kau, Director

DIVISIONS

Engineering Division

Administration

STAFFING ALLOCATION

	<u>2015-2016 Approved Budget</u>	<u>2016-17 Proposed Budget</u>
Director	1	1
Assistant City Engineer	1	1
Civil Engineer, Senior	1	1
Project Manager	.5	.5
Civil Engineer, Assistant	1	0
Public Works Inspector	1	1
Engineering Clerk	1	0
Total	6.5	4.5

FY 2016-2017 BUDGET SUMMARY

	<u>Adopted 2015-2016</u>	<u>Proposed 2016-2017</u>	<u>Change</u>
General Fund	\$0	\$0	\$0
Personnel	\$1,002,043	\$874,474	-\$127,569
Operations & Maintenance	\$11,630,948	\$13,179,946	\$1,548,998
Capital	\$2,214,694	\$2,214,694	\$0
Total	\$14,847,685	\$16,269,114	\$1,421,429

Mayor Brown requested a report on all existing projects, remaining grant funds, and capital improvement projects.

Mayor Brown also requested the date for construction to begin on the Central Avenue Street Improvement Project. Mr. Kau indicated that staff will be issuing a notice to proceed on Thursday, May 19, 2016 with activities to begin in a couple of weeks.

Mayor Brown instructed the City Manager to notify Council about any delayed project construction dates. Furthermore, Mayor Brown asked the City Manager if more workshops will be held so that her more detailed operational questions for Public Works can be answered.

City Manager Haley answered that he could schedule a budget workshop if Council so desires. Mayor Brown conceded to scheduling a budget workshop to see where staff is operationally, as it relates to performance-based budgeting, staffing and service levels.

Mayor Brown asked that the budget workshop include detailed performance outputs for Public Works, Street Maintenance, Parks and Recreation, General Services, Code and Parking Enforcement divisions.

Councilperson Sharif asked that the budget workshop include a section for input from the constituents.

Councilperson Zurita asked the City Manager if funds are available for special projects.

City Manager Haley asked that those inquires and requests be made during the budget workshop which can include cost estimates for those items.

Councilperson Zurita formally requested that the budget workshop include estimates on the cost to clean up the public right-of-way areas on El Segundo, Rosecrans, Central and Palmer Lee, and Central and Slater on El Segundo Boulevard.

PUBLIC WORKS STREET DIVISION - Glen Kau, Director

DIVISIONS
Street Maintenance

STAFFING ALLOCATION

	<u>2015-2016 Approved Budget</u>	<u>2016-17 Proposed Budget</u>
Street Superintendent	1	1
Project Manager	.5	.5
Senior Administrative Analyst	1	1

Traffic and Lighting Foreman	1	1
Traffic and Lighting Electrician	1	1
Maintenance Supervisor	2	1
Traffic Signal Technician	2	2
Wastewater Technician	4	1
Maintenance Lead Worker	6	6
Customer Service Representative	1	0
Maintenance Worker II	7	7
Accounting Specialist	1	1
Maintenance Worker I	12	12
Storekeeper	1	1
Office Assistant I	1	1
Total	41.5	36.5

FY 2016-2017 BUDGET SUMMARY

	<u>Adopted 2015-2016</u>	<u>Proposed 2016-2017</u>	<u>Change</u>
General Fund	\$0	\$0	\$0
Personnel	\$3,750,285	\$4,024,264	\$273,979
Operations & Maintenance	\$5,100,576	\$5,297,078	\$196,502
Capital	\$0	\$0	\$0
Total	\$8,850,861	\$9,321,342	\$470,481

BUILDING & SAFETY DEPARTMENT - David Dent, Director

DIVISIONS

Building and Safety
Business Licensing

STAFFING ALLOCATION

	<u>2015-2016 Approved Budget</u>	<u>2016-17 Proposed Budget</u>
Chief Building Official	1	1
Building Inspector, Senior	1	1
Building and Permit Technician	1	1
Building Inspector II	1	1
Building Inspector I	3	3
Administrative Analyst, Senior	1	1
Administrative Specialist	1	1
Office Assistant III	2	2
Business Licensing Supervisor	1	1
Office Assistant I	1	1
Code Enforcement Officer I	2	2
Total	15	15

FY 2016-2017 BUDGET SUMMARY

	<u>Adopted 2015-2016</u>	<u>Proposed 2016-2017</u>	<u>Change</u>
General Fund	\$1,437,572	\$1,583,956	\$146,384
Personnel	\$1,650,977	\$1,791,876	\$140,899
Operations & Maintenance	\$415,582	\$478,108	\$62,526
Capital	\$0	\$0	\$0
Total	\$2,066,559	\$2,269,984	\$203,425

Mayor Brown requested a presentation on the number of people served by the Building & Safety Department at the next budget workshop, and a monthly presentation on the new expansion.

Councilperson McCoy requested the proposed target date to begin the automated service. Mr. Dent remarked that the automated services should be up and running by May 31, 2016.

PLANNING DEPARTMENT - Robert Delgadillo, Senior Planner

DIVISIONS
Planning
Economic Development

STAFFING ALLOCATION

	<u>2015-2016 Approved Budget</u>	<u>2016-17 Proposed Budget</u>
Community Development Director	1	1
Senior Planner	1	1
Senior Economic Dev Specialist	1	1
Associate Planner	1	1
Assistant Planner	1	1
Administrative Analyst II	1	1
Planning Technician	1	1
Total	7	7

FY 2016-2017 BUDGET SUMMARY

	<u>Adopted 2015-2016</u>	<u>Proposed 2016-2017</u>	<u>Change</u>
General Fund	\$1,201,825	\$1,152,431	-\$49,394
Personnel	\$922,968	\$1,041,164	\$118,196
Operations & Maintenance	\$181,200	\$493,200	\$312,000
Capital	\$0	\$0	\$0
Total	\$1,104,168	\$1,534,364	\$430,196

HOUSING DEPARTMENT - Delmonsha Green, Director

STAFFING ALLOCATION

	<u>2015-2016 Approved Budget</u>	<u>2016-17 Proposed Budget</u>
Housing Director	1	1
Accountant I	0	1
Family Self-Sufficiency Coordinator	1	1
Housing Specialist	4	5
Housing Rehabilitation Specialist	0	1
Property Inspector	2	2
Housing Aide	2	1
Tenant Relations Assistant	0	1
Accounting Technician	1	1
Total	11	14

FY 2016-2017 BUDGET SUMMARY

	<u>Adopted 2015-2016</u>	<u>Proposed 2016-2017</u>	<u>Change</u>
General Fund	\$0	\$0	\$0
Personnel	\$1,231,285	\$1,631,044	\$399,759
Operations & Maintenance	\$9,512,081	\$9,691,611	\$179,530
Capital	\$0	\$0	\$0
Total	\$10,743,366	\$11,322,655	\$579,289

CAREERLINK - Kimberly McKenzie, Director

DIVISIONS
Local Hire Program
Youth Vocational Skills Program
Job Search Assistance
Job Placement Assistance

Business Partnerships for conducting
Job training and job fairs

STAFFING ALLOCATION

	<u>2015-2016 Approved Budget</u>	<u>2016-17 Proposed Budget</u>
Director	1	1
Training and Services Coordinator	1	1
Case Manager	1	1
Office Aide	1	1
Total	4	4

FY 2016-2017 BUDGET SUMMARY

	<u>Adopted 2015-2016</u>	<u>Proposed 2016-2017</u>	<u>Change</u>
General Fund	\$325,274	\$325,464	\$190
Personnel	\$394,791	\$438,476	\$43,685
Operations & Maintenance	\$79,763	\$61,163	-\$18,600
Capital	\$0	\$0	\$0
Total	\$474,554	\$499,639	\$25,085

Councilperson Zurita asked if there were any grant funds available to purchase computer equipment.

Ms. McKenzie answered that there were budgeted funds available to purchase computer equipment.

Councilperson Galvan complimented Careerlink on a job well done with the youth considering their limited resources.

Mayor Brown stated that she is hoping for a plan to aggressively seek grant funding for Careerlink activities and opportunities to partner with local community colleges.

PARKS AND RECREATION DEPARTMENT - Marvin Hunt, Director

DIVISIONS

Youth and Adult Recreational Services
Senior Recreation Services
Landscape Maintenance
Median Maintenance
Special Events
Facility Rentals
Senior Transportation

STAFFING ALLOCATION

	<u>2015-2016 Approved Budget</u>	<u>2016-17 Proposed Budget</u>
Parks & Recreation Director	1	1
Deputy Director	1	1
Maintenance Supervisor	1	1
Recreation Supervisor	1	1
Maintenance Worker	22	22
Center Director	5	5
Recreation Leader	2	2
Office Assistant III	1	1
Office Assistant I Bilingual	1	1
Para Transit Driver	3	3
Recreation Aides	8	8
Seasonal Pool Staff	30	30
Total	76	76

FY 2016-2017 BUDGET SUMMARY

	<u>Adopted 2015-2016</u>	<u>Proposed 2016-2017</u>	<u>Change</u>
General Fund	\$2,618,602	\$2,655,588	\$36,986
Personnel	\$4,052,234	\$4,077,179	\$24,945
Operations & Maintenance	\$1,866,683	\$646,440	-\$1,220,243
Capital	\$0	\$1,120,332	\$1,120,332
Total	\$5,918,917	\$5,843,951	-\$74,966

Mayor Brown inquired about answers to her request for a thorough report on the number of rentals and fees charged for the Dollarhide Community Center and other city-owned facilities. Mayor Brown also mentioned her previous request for a fee schedule for residents, seniors, and local non-profit organizations before the budget is passed.

Councilperson Galvan recognized the Parks and Recreation Department for their efforts to keep the youth busy with recreational sports, summer camps, and trips at little to no charge to parents.

Mayor Brown stated that she would like to make certain that all youth field trips are publicly noticed.

PUBLIC WORKS & MUNICIPAL UTILITY - WATER DIVISION - Glen Kau, Director

DIVISIONS

Administration
Production and Distribution
Customer Service
Waste Management

STAFFING ALLOCATION

	<u>2015-2016 Approved Budget</u>	<u>2016-17 Proposed Budget</u>
Dep. Director PW& Municipal Utilities	1	1
Senior Civil Engineer	1	1
Project Manager	1	1
Production & Distribution Supervisor	1	1
Water Operation Supervisor	1	1
Senior Administrative Analyst	1	1
Water Serviceworker III	2	2
Administrative Analyst II	2	1
Accountant	1	1
Customer Service Supervisor	1	1
Water Serviceworker II	8	8
Water Serviceworker I	7	7
Customer Service Representative	6	6
Utility Billing Specialist	2	2
Pump Operator	3	3
Accounting Specialist	2	1
Meter Reader II	4	4
Storekeeper	1	1
Total	45	43

FY 2016-2017 BUDGET SUMMARY

	<u>Adopted 2015-2016</u>	<u>Proposed 2016-2017</u>	<u>Change</u>
General Fund	\$0	\$0	\$0
Personnel	\$5,163,863	\$5,131,469	-\$32,394
Operations & Maintenance	\$29,328,124	\$27,799,254	-\$1,528,870
Capital	\$6,617,000	\$16,063,700	\$9,446,700
Total	\$41,408,987	\$50,994,423	\$7,585,436

Mayor Brown made note that the proposed budget is available in the City Clerk's Office.

PUBLIC COMMENTS ON THE PUBLIC HEARING

Robert Ray, Compton resident, expressed a concern for the total amount of the Sheriff's contract versus the number of deputies actually patrolling the City. He contended that a city with the size, population, and problems of Compton should have no less 100 sworn officers on duty on a full-time basis.

Benjamin Holifield, Compton resident, expressed a concern for the condition of the trees in the City, job training programs for the youth, and an increase in code enforcement officers.

Alvin "Alabama" Lovett, Carson Car Pros Kia, inquired about an opportunity to partner with the City Council to implement a youth scholarship program in the City of Compton.

Emil Auguson, Thorpe Development West representative, petitioned the City Council to consider Thorpe Development West's proposal to acquire several acres of land for development.

Lynn Boone, Compton resident, asked the City Manager to address the City's \$4.3M shortfall in this year's budget with regard to the department's claims that they will be reducing their budgets for the upcoming 2016-2017 fiscal year. She went on to state that there is no mention of any additional revenue source cultivated to cover the shortfall; and as it relates to the proposed Building & Safety online service capabilities, she indicated that there was no mention of any fee increases or inspectors going out. Ms. Boone also inquired about Proposition A, Proposition C, and Measure R monies to be used on street repair.

David Irons, Compton resident, questioned why the residents are being penalized with a rise in water rates for complying with the government's mandate to reduce water consumption. He maintained that because Compton has its own water supply, they should be able to control their water rates.

Barbara Calhoun, Compton resident, requested copies of the proposed budget for Fiscal Year 2016-2017.

Joyce Kelly, Compton resident, thanked the City Manager for acknowledging the smallness of font used for the budget presentation. She went on to state that she should not be surprised that none of the elected officials asked the department heads questions regarding the City's infrastructure. She indicated that two code enforcement officers are not enough for a city that's 10.5 miles. She maintained that there are so many things the City can do to generate revenue but instead the City is using this as a ploy to make certain the penny sales tax passes. She inquired about the location of the water main construction project and when last year's overpayment on the water bills will be reflected in the budget.

Damian Herd, Compton resident, alerted the City Council about the rust water coming from his faucet every time the fire hydrants are flushed. He professed that it was unfair that the residents were being held fiscally responsible for high water bills when they were instructed to run their water until the rust no longer appeared in their water supply.

On motion by Zurita, seconded by Sharif, the public hearing was closed at 7:45 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

#1.

Mayor Brown instructed the City Manager to clearly indicate during the budget workshop, the current number and recommended number of deputies the City of Compton should have. Mayor Brown also noted that additional copies of the budget are available in the City Clerk's Office. In regards to the fee schedule, Mayor Brown indicated that staff is awaiting the proposed fee schedule from certain departments. As it relates to water conservation and fire hydrant flushing, Mayor Brown asked the Fire Chief to present the process at the next budget workshop.

Mayor Brown also asked the City Manager to clearly indicate the amount of Prop C, Prop A, and Measure R funds that are currently available - what is available on an annual basis - a comparison or the total cost of improving the City's streets - and the number of years it will take to pave every street in the City of Compton.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, articulated his support for Item No. 11 and proposed a one-time only limit. He went on to state that his new home overlooks 18 acres of weeds formerly known as Alondra Regional Park; and indicated that five years ago that property was valued at \$8.5M and \$5M was set aside to develop it. Additionally, Mr. Ray stated that on April 26, 2011, MIG was paid \$65,000 to create designs for the park but it was never developed.

Emil Auguson, Thorpe Development West, Inc., petitioned the City Council and Successor Agency to consider Jeffrey Thorpe's proposal to acquire parcels of land on Compton Boulevard for a mixed-use development.

Sandra Moss, President of the Washington Avenue Block Club, solicited the City Council to address the illegal dumping in the Fourth District with signage so that people will be less likely to dump there. She also asked that City Council members consider making the City a place where people can pick up trash as part of their community service.

Penny Eldrige, Washington Avenue Block Club and long-time resident, stated that after speaking with the Sheriff's Department watch commander, Mayor Brown, and Councilperson Sharif regarding the recent increase in gang-related shootings, she requested a public response. She stated that she is extremely concerned about the effects of gang-shootings and asked what the special gang-related unit is doing to help the residents curtail this horrible situation.

Mayor Brown stated that she has had conversations with the City Manager suggesting that he work with Captain Thatcher to discuss what the actions will be to address the increase in gang-related activity over the weekend.

David Irons, Compton resident, complained about the recent closing of his local marijuana dispensary which supplies the medicine that eases his arthritis.

Brenda Postelle, Compton resident, stated that she was very disappointed with the City Council for authorizing the City to host a Cinco De Mayo Celebration over the Memorial Day weekend. She expressed a concern for ramifications in light of what happened last weekend. She also asked if anyone verified the promotion company's insurance and licensing due to potential alcohol-related accidents and damage to the golf course.

Lori Ray-Fordsher, former Compton resident, petitioned the City Council to support and help them promote their first literary production project entitled "The Bluest Eye" by award-winning author Toni Morrison. She asked that any fees required to utilize the Dollarhide Community Center for performances be waived; and made note that over half of the cast members are from the City of Compton.

Jacquelyn Ray-Phillips, former Compton resident and published author, shared her dreams to bring theater to the City of Compton as a continuum of care for the youth. She further urged the citizens and City Council to go see the "The Bluest Eye" stage play on June 17-19, 2016 at the Dollarhide Community Center.

Mayor Brown asked this Body to consider contributing some of their special event funds for "The Bluest Eye" production.

Councilperson Zurita stated that she has had the opportunity to observe some of the rehearsals for the stage-play and was impressed by what she saw. Ms. Zurita made note that she was also impressed with Jacquelyn's desire to give the residents an opportunity to participate in and see a stage play in their own city.

Mayor Brown stated that residents can purchase tickets by calling (800) 838-3006 or go to www.blueye.brownpapertickets.com.

City Manager Haley stated that he will work with the Parks and Recreation director to determine what the facility costs will be.

Leticia Hicks, Compton resident and Bluest Eyes cast member "Darlene", commented on the life-changing impact that acting in this stage play has had on her life, as a mother of 9 children and 13 grand-children.

Tanye Smith, Bluest Eyes cast member "Mrs. Breedlove", commented on the significance of giving back to the community she was raised in.

Mary Edwards, Compton resident, introduced the Academic Champions program- an after school and summer enrichment program held at Tucker Park. The summer enrichment program will begin June 21, 2016 and end August 10, 2016. The program will include: free breakfast and lunch, arts and crafts, performing arts, golf, self-defense, mentoring, field trips and cricket lessons for the youth ages 6 to 12. Parents are asked to go to Tucker Park for more information.

Kyron Campanos, Compton resident, solicited the community to vote yes on Measure P.

Barbara Calhoun, Compton resident, spoke in opposition to Measure P due to the data presented within its informational materials. Ms. Calhoun expressed a concern for the following words used inside the materials, i.e., Measure P funds "may be" used and Measure P funds "can be" used. She went on to state that on November 13, 2015, Trammel Crow distributed letters to known email addresses indicating that they were proud to announce that they had contributed nearly \$1M to Compton, including \$463,573 to C..U.S.D. and Compton Community College, \$225,000 to improve Central Avenue, \$250,000 towards a Careerlink job training program, and \$45,000 for Jackie Robinson stadium. She inquired about where all of this money went and maintained that she will be voting "no" on Measure P because the information is not saying that Measure P funds will be used for any specific purposes. She recommended that Council make Measure P a line item and made note that the item failed when the California Democratic Party considered it on Tuesday.

Mayor Brown stated that she understands that some of the seniors are on a fixed income; and that Measure P will not tax prescription medicines and other things that are of concern for residents and seniors. Mayor Brown also added that Measure P will not increase property taxes like some of the more recent measures that were passed in Compton.

Mayor Brown made note of the City Attorney's report last week that in order for information to be shared with the public, promises cannot be made for what Measure P will be used for until the City Council makes the actual approval.

Mayor Brown maintained that this current City Council is tasked with having to provide services with a limited budget because former council members have spent the City into a \$43M deficit.

Mayor Brown asked the City Manager to provide cost estimates on how much it will cost the City to restore Jackie Robinson stadium and stated that Measure P will give the citizens an opportunity to make the condition of the City's streets, public safety, and the need for brighter lighting a priority.

Maria Villa Real, Compton resident, contended that, regardless of how long someone has known a person they do not have the right to discriminate against them or make racial statements about them. She affirmed that she will not stop speaking her language - she is proud of being Mexican - and encouraged people to treat others the way they want to be treated.

#1.

Damian Herd, Compton resident, articulated concerns for the street sweeping citation writing process on Magnolia Street, which has a high population of apartment homes. Mr. Herd stated that he remembers Mayor Brown instructing staff "to have some type of consideration" when citing vehicles when there is no parking on either side of the street.

Councilperson Galvan agreed that code enforcement should be more respectful towards the residents as it relates to parking issues, i.e., auto body shops, inoperable vehicles parked on the street, minimal parking spaces.

City Manager Haley stated that he would be happy to instruct staff on reviewing multiple Citations written for the same offense on the same day once the street sweeper has done his/her job. Additionally, Mr. Haley stated that it is his opinion that once the street sweeper has done his/her job the resident should be able to park. Furthermore, Mr. Haley stated that he would try to address the issue by assigning part-time personnel to follow the street sweeper, and that way residents will be able park after it passes.

Councilperson Zurita asked that the City Manager and City Attorney work together to formulate a solution in 30 days.

Tomas Carlos, Compton resident, articulated several concerns for the recent shootings and the one that took place just 200 yards from his home. He made note of the prayer groups that formed in the area and the community's efforts to come together. He also noted that he was disappointed with the City's camera system and its inability to capture images of the recent shootings. He commented on the potential impact of allowing marijuana dispensaries to operate in the City of Compton and the low turnout at the Measure P workshop held at the park.

Joyce Kelly, Compton resident, solicited the voting community to vote no on Measure P. She also inquired about the monies that were allocated towards the rehabilitation of Alondra Regional Park. She made comments about the property at 950 West Alondra, the cost of lunch (\$13.00) at the Dollarhide Community Center, the Juneteenth Festival, Cinco De Mayo Festival, and the reasons why elected officials want to host community events in their City.

Lynn Boone, Compton resident, petitioned the citizens to pay close attention to the promises made in Measure P. She asked why Measure P was not brought forward in 2013 if it is a legitimate proposal. Ms. Boone claims that Measure P addresses twelve items with no dollar amounts, and says that it may or might address each one of those items but does not commit to any one item. She alleged that Measure P will be used as a bond so that this administration can fulfill all of those items for the citizens by any means possible. Ms. Boone stated that once the line items are calculated, the total will be so insurmountable that it will put people out of their homes and allow Mayor Brown to get her commission and leave. Lastly, Ms. Boone explained how a committee was formed for "Yes on Measure P" and that its members consist of: Los Angeles County Board of Supervisors Mark Riddley Thomas (\$1,500), Vision For Compton (\$1,000), a consultant from the finance company (\$1,000), and the Union (\$5,000).

CONSENT AGENDA

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

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

APPROVAL OF MINUTES - There were no minutes to be approved.

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

1. INVESTMENT REPORT (March 2016) **(Received/Filed)**
2. REPORT OF LICENSE FEE REVENUES (BASED ON THE GROSS REVENUES

COMPUTATION) RECEIVED FROM CELEBRITY CASINOS, INC.FOR THE FISCAL YEAR 2015/2016 **(Received/Filed)**

3. AN UPDATE REPORT OF THE PUBLIC FINANCE AUTHORITY LEASE REVENUE BONDS SERIES 2008 **(Received/Filed)**
4. REPORT OF THE SALES TAX REVENUES **(Received/Filed)**

Total Amount Received for Fiscal Year 2015/2016 - \$2,990,239.00

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

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER REPORTS

6. A REQUEST TO SCHEDULE THE 2016 FIREWORKS HEARING (June 14, 2016 at 6:00 PM)

On motion by Zurita, seconded by Galvan, a public hearing was scheduled for June 14, 2016 at 6:00 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

7. ORAL PRESENTATION - Overview of El Nido Family Centers, First 5 LA/Best Start Compton - East Compton and Building Stronger Families Initiative - Saul Figueroa, Presenter

Saul Figueroa, El Nido Family Centers representative, introduced El Nido Family Center's newest program "Building Stronger Families" a parent-driven program developed for children ages 0-5.

Alex, Best Start L.A. representative, reported that there are 14 Best Start L.A. communities and they are funded by First Five L.A. Alex encouraged everyone to visit their Facebook page "Best Start Compton-East Compton" for more information about the great things that are happening in the Compton community.

CITY ATTORNEY REPORTS - There were no City Attorney Reports.

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF CIVIL SOURCE FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE COMPTON BOULEVARD/WILMINGTON AVENUE SEWER REPLACEMENT PROJECT (CIP #10-18) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$ 108,302

On motion by Sharif, seconded by Zurita, **Resolution # 24,344** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF CIVIL SOURCE FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE COMPTON BOULEVARD/WILMINGTON AVENUE SEWER REPLACEMENT PROJECT (CIP #10-18) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND**

#1.

ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$ 108,302" 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

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVISING THE CITY’S POLICIES AND PROCEDURES FOR THE APPROVAL OF PURCHASE ORDERS, CONTRACTS, WORK CHANGE ORDERS, AND BUDGETARY TRANSFERS TO REDUCE THE CITY MANAGER’S MAXIMUM APPROVAL LEVEL OF EXPENDITURES TO \$5,000 AND RESCINDING RESOLUTION NO. 24,336

On motion by Zurita, seconded by Sharif, **Resolution # 24,345** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVISING THE CITY'S POLICIES AND PROCEDURES FOR THE APPROVAL OF PURCHASE ORDERS, CONTRACTS, WORK CHANGE ORDERS, AND BUDGETARY TRANSFERS TO REDUCE THE CITY MANAGER'S MAXIMUM APPROVAL LEVEL OF EXPENDITURES TO \$5,000 AND RESCINDING RESOLUTION NO. 24,336**" was approved, by the following vote on roll call:

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

SUBSEQUENT NEED ITEM - CINCO DE MAYO CELEBRATION (CHANGE VENUE FROM COMPTON PAR 3 GOLF COURSE TO WILSON PARK)

Councilperson Galvan cited a change in the location of the Cinco De Mayo Celebration due to unforeseen circumstances.

A discussion ensued regarding the timeline in which Councilperson Galvan was notified about the change in location.

Ruth Rugley, Deputy City Attorney, acknowledged the time sensitive nature of this item, and qualified it as a subsequent need item.

On motion by Galvan, seconded by Zurita, 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 Galvan, seconded by Zurita, the location of the venue was changed from the Compton Par 3 Golf Course to Wilson Park, by the following vote on roll call:

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

Councilperson Sharif inquired about parking for the event.

City Manager Haley proposed that participants of the event utilize both the Wilson Park and Dollarhide Community Center parking.

Marvin Hunt, Director of Parks & Recreation, stated that staff is also proposing the use of shuttle buses from the Dollarhide Community Center to Wilson Park, as well as parking on Alameda Street on the north and south, and a proposal for the Y.A.L. parking lot.

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

SPECIAL PRIVILEGE - Captain Thatcher, Compton Sheriff's Station, sent his condolences to the families of the victims involved in the shootings that occurred over the weekend. Captain Thatcher made the following comments and updates:

- The shootings were not gang-related.
- The suspects are unknown.
- There is no indication that the victims were gang-members.
- The cameras on Wilmington and Caldwell captured the event in its entirety.

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- "3rd Annual Autism Adventure Swim Club" will be starting June 11, 2016 through August 13, 2016 at the Gonzales Park Aquatics Center from 9 a.m. to 10:30 a.m. For more information contact the Parks and Recreation Department.
- Requested a written response from the City Manager regarding the whereabouts of the \$45,000 that was given to Gonzales Parks from Trammel Crow Company for the rehabilitation of Jackie Robinson stadium.
- Asked the Sheriff's Department to do something about the illegal dirt bike riders near Sebbie Park, Compton Avenue, and Grandee.
- Asked that staff look for grant funds allocated specifically for bus stop conversions.
- A "Parks & Recreation Father's Day" event will be held on Friday, June 10, 2016 at the Dollarhide Community Center.
- Commended Pastor Fisher for his quick-thinking skills and actions at the scene of the one of the recent shootings.

Councilperson McCoy offered the following communications/announcements:

- Attended the California Contract Cities Conference last weekend where she was able to attend the Ethics Training.
- Asked the City Manager to look into addressing the property at 950 West Alondra Boulevard.

Councilperson Sharif offered the following communications/announcements:

- Sent her condolences to the families who were affected by the shootings over the weekend.
- Acknowledged the staff members and citizens that participated in last week's townhall meeting.

***Councilperson Zurita exited the meeting at 9:36 p.m.**

- "4th District Townhall Meeting" will be held Wednesday, July 13, 2016 at Kelly Park beginning at 6 p.m.
- Made comments in regards to the power of partnerships - a concept she learned about during the California Contract Cities Conference last weekend.

#1.

- Requested an update on the development of signage for illegal dumping sites in Compton.

***Councilperson Galvan exited the meeting at 9:43 p.m.**

- **City Manager Haley** answered that staff is currently cleaning up illegal dumping sites; and a contractor has been hired who specializes in cleaning up dumping sites, alleyways, and right-of-ways. Staff has ordered signs to be posted by the end of the week in high traffic areas.
- Inquired about the availability of portable cameras that can be used in high traffic illegal dumping areas.
 - City Manager Haley stated that he would have to check with General Services.
- Acknowledged the staff and their budget report presentations.

Mayor Brown offered the following communications/announcements:

- Pastor Fisher will be hosting a "100 Days of Prayer" event on Saturday, May 21, 2016 at Greater Zion Family church beginning at 6 p.m.
- "Senior Health Fair" will be held Wednesday, May 25, 2016 from 11 a.m. to 2 p.m. at the Dollarhide Community Center.
- Sacred Heart Church will be hosting their "Annual 5K & Health Fair" event from June 3-5, 2016 at 1720 Culver Avenue, Compton. For more information call (310) 635-5436.
- Residents can attend a free screening of the documentary "Vaxxed" on Thursday, May 19, 2016 at the Dollarhide Community Center beginning at 6 p.m. To RSVP go to www.eventbrite.com.
- "Measure P Townhall Meeting" will be held Saturday, May 21, 2016 at the Dollarhide Community Center beginning at 10 a.m.
- Celebrated Pastor Fisher's 11th Pastoral Anniversary with Assembly-member Mike Gipson.

City Clerk Alita Godwin offered the following communications/announcements:

- Christian Clergy United Network Action Team (CCUNAT) will be hosting a "Community Communion" on Friday, May 20, 2016 at Holy Chapel Missionary Baptist Church beginning at 7 p.m. This event will be centered around the recent violence in the community.
- Reassured the voting community that sample ballots containing Measure P information were mailed out this week.

Meeting Adjournments

Individuals who lost their lives over the weekend.

ADJOURNMENT

On motion by Sharif, seconded by McCoy, the meeting was adjourned at 9:52 p.m. in memory of the individuals who lost their lives over the weekend, by the following vote on roll call:

AYES: Council Members - McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Galvan

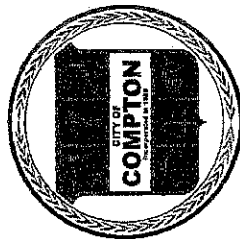
Clerk of the City of Compton

Mayor of the City of Compton

DATE: JUNE 07, 2016
TO: MAYOR AND COUNCIL MEMBERS
FROM: CITY TREASURER
SUBJECT: INVESTMENT REPORT

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORT ACCURATELY REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND SUCCESSOR AGENCY AS OF APRIL 30, 2016.

DOUGLAS SANDERS
CITY TREASURER



CITY OF COMPTON
Portfolio Management
Portfolio Summary
April 30, 2016

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Passbook/Checking Accounts -2	603,876.97	603,876.97	603,876.97	3.64	1	1	0.114	0.115
Local Agency Investment Funds	15,858,586.64	15,858,586.64	15,858,586.64	95.61	1	1	0.457	0.463
Managed Pool & Money Market Account	124,486.48	124,486.48	124,486.48	0.75	1	1	0.148	0.150
Investments	16,586,950.09	16,586,950.09	16,586,950.09	100.00%	1	1	0.442	0.448

Total Earnings	April 30	Month Ending	Fiscal Year To Date
Current Year		5,968.26	68,859.44
Average Daily Balance		18,063,615.57	21,938,488.79
Effective Rate of Return		0.40%	0.38%

This report reflects all pooled investments in conformity with the Investment Policy adopted by the City Council Gov Code 53646(b) (3)). The monthly investment report must state the ability of the agency to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient cash funds may or may not be available. The investment program should provide sufficient cash to meet six months of estimated expenditures; there should be sufficient cash available. In August 2015, the City completed a TRAN's transaction of approximately \$10 million with the advance due in June 2016. As of April 30, 2016, the tenth month of the 2015/2016 Fiscal Year, the City had an estimated total in the General City Bank account plus LAIF account of \$16.1 million. At the time of this report period, approximately \$4.4 million in payroll funding and outstanding warrants to be paid to vendors. Our PERS balance is approximately \$7.3 million as of the date of this report period. PERS allocation from the April property tax revenue was approximately \$4.8 million, and approximately \$960,647 went to US BANK TRUSTEE towards the TRAN's balance. The City will receive more tax proceeds in the May 2016 distribution. The Federal Reserve has not increased rates since December of 2015. However there may be an increase in June and 2 or 3 more times after that, due to possible inflation. The City made its major Bond payments in August and September 2015. The City also made bond payments for the CRA/SUCCESSOR AGENCY in February 2016 and Sewer and Water Bond payments for March 2016. The next major Bond payment is in September 2016. Over the last 5 years, our City has continued to meet its obligations to the vendors on payments, due to the combined efforts of Management, The City Controller's office, as well as The Treasurer's office, contributing to the success of our City. The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.

Treasury Rates as of 4/29/16
3 month T-Bill @ 0.2030%
6 month T-Bill @ 0.3810%
1 year T-Bill @ 0.5500%

DOUGLAS SANDERS, CITY TREASURER

Reporting period 04/01/2016-04/30/2016

Run Date: 06/01/2016 - 09:58

Portfolio COMP
AC
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.3b

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
April 30, 2016

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 380	YTM 365	Days to Maturity	Maturity Date
Passbook/Checking Accounts -2												
5007	5007	Family Self Sufficiency			297,707.83	297,707.83	297,707.83	0.080	0.079	0.080	1	
4000	4000	Neighborhood Improvement			306,169.14	306,169.14	306,169.14	0.150	0.148	0.150	1	
		Subtotal and Average	672,890.88		603,876.97	603,876.97	603,876.97		0.114	0.115	1	
Local Agency Investment Funds												
6000	6000	General City			5,003,908.56	5,003,908.56	5,003,908.56	0.463	0.457	0.463	1	
6011	6011	SA Low Cost Housing			0.00	0.00	0.00	0.463	0.457	0.463	1	
6029	6029	Measure R			266,212.61	266,212.61	266,212.61	0.463	0.457	0.463	1	
6019	6019	EDA Revolving Loan			68,147.87	68,147.87	68,147.87	0.463	0.457	0.463	1	
6002	6002	Prop C			2,263,760.43	2,263,760.43	2,263,760.43	0.463	0.457	0.463	1	
6030	6030	PROP A			1,351,358.73	1,351,358.73	1,351,358.73	0.463	0.457	0.463	1	
6027	6027	River Mountain Conservancy			11,817.51	11,817.51	11,817.51	0.463	0.457	0.463	1	
6007	6007	Successor Agency General			9,693.00	9,693.00	9,693.00	0.463	0.457	0.463	1	
6003	6003	Sewer Bond Proceeds			832,799.20	832,799.20	832,799.20	0.463	0.457	0.463	1	
6022	6022	Regional Park			2,754,856.44	2,754,856.44	2,754,856.44	0.463	0.457	0.463	1	
6021	6021	Retirement Fund			3,296,032.29	3,296,032.29	3,296,032.29	0.463	0.457	0.463	1	
		Subtotal and Average	17,268,552.45		15,858,586.64	15,858,586.64	15,858,586.64		0.457	0.463	1	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			123,953.26	123,953.26	123,953.26	0.150	0.148	0.150	1	
5005	5005	Rental Rehab Prg Money Market			203.12	203.12	203.12	0.060	0.059	0.060	1	
5003	5003	Residential Rehab Money Market			330.10	330.10	330.10	0.040	0.039	0.040	1	
		Subtotal and Average	124,472.24		124,486.48	124,486.48	124,486.48		0.148	0.150	1	
		Total and Average	18,063,615.57		16,586,950.09	16,586,950.09	16,586,950.09		0.442	0.448	1	

Portfolio COMP
AC
PM (PRF_PM2) 7.3.0

Report Ver. 7.3.3b

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
APRIL 30, 2016

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	1,443,890.14
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	10,158,578.15
1520	MEASURE R	BANK OF THE WEST	156,743.45
2000	PROP A	BANK OF THE WEST	161,414.17
4000	SA GENERAL	BANK OF THE WEST	5,904,234.50
1203	SA LOW COST HOUSING	BANK OF THE WEST	2,645,128.70
2100	PERS	BANK OF THE WEST	4,790,025.38
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,145.40
1001	COC - REGIONAL PARK	BANK OF THE WEST	963.80
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	297,707.83
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	2,585.17
2805	HOME LOAN PROGRAM	BANK OF THE WEST	455,213.60
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,422,687.38
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	8,805.90
5116	BOND SEWER CONSTRUCTION FUND	BANK OF THE WEST	8,328.40
6400	LIABILITY	BANK OF THE WEST	51,933.76

#2.

**CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
APRIL 30, 2016**

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1001	COC - CHANGE FUND	BANK OF THE WEST	164.00
1900	PROP C	BANK OF THE WEST	226,358.48
6300	WORKERS COMP	BANK OF THE WEST	132,540.28
2820	HOUSING AUTHORITY	BANK OF THE WEST	1,434,874.18
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	707,810.02
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	175,220.39
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	450,299.88
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	1,528,819.47

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Treasurer
RESOLUTION TITLE: City Treasurer's investment report for April 2016 to the City Council

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

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

June 7, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO GRANT A FRANCHISE TO TORRANCE PIPELINE COMPANY, LLC TO OPERATE, INSTALL, MAINTAIN, REPLACE, REMOVE AND/OR REPAIR PIPELINES AND APPURTENANCES FOR THE TRANSPORTATION OF OIL, HYDROCARBON SUBSTANCES, REFINED PETROLEUM PRODUCTS INCLUDING CATHODIC PROTECTION FACILITIES, NECESSARY OR CONVENIENT FOR THE GRANTEE'S BUSINESS AND PUBLISHING NOTICE OF A PUBLIC HEARING THEREON.

[Proposed Hearing Date: June 28, 2016 @5:45 p.m.]

SUMMARY

Adoption of this resolution will declare the City Council's intentions to grant a twenty-five (25) year franchise (July 28, 2016 through July 27, 2041), to Torrance Pipeline Company, LLC to operate, install, maintain, replace, remove and/or repair pipelines and appurtenances for the transportation of oil, hydrocarbon substances, refined petroleum products including cathodic protection facilities necessary or convenient for the Grantee's business situated within the jurisdiction of the City of Compton and set a public hearing date and time thereon to receive public comments on the proposed granting of the franchise for **Tuesday, June 28, 2016 at 5:45 p.m.** in the City Council Chambers, located at 205 South Willowbrook Avenue, Compton.

BACKGROUND

A primary method of transporting petroleum, both in its crude and refined varieties is via pipelines that traverse beneath various roadways. Section 1501 of the Compton City Charter provides that any person, firm or corporation furnishing the City or its inhabitants with any public utility or service, or using the public streets, ways, alleys or places for the operation of plants, works or equipment for the furnishing thereof or traversing any portion of the City for the transmitting or conveying of any such service elsewhere may be required by ordinance to have a valid and existing franchise.

On April 24, 1979, the City Council adopted Ordinance No. 1,581, which granted a twenty-five (25) year (April 24, 1979 through April 23,

#3.

**Staff Report – Resolution Declaring Intention to
Grant Franchise/Set Public Hearing Thereon
Torrance Pipeline Company, LLC (Petroleum Products)
June 7, 2016, Page 2**

2004), petroleum pipeline franchise to Mobil Oil Corporation (currently known as ExxonMobil Oil Corporation – “ExxonMobil”). Presently, this franchise has been recognized as being in hold-over status.

A second petroleum pipeline franchise was granted to Mobil Oil Corporation by Ordinance No. 1,903, adopted by the City Council on July 20, 1993. This Ordinance granted a franchise retroactively effective as of July 7, 1991, with an initial term of five (5) years and an option for Mobil Oil Corporation and the City to extend the franchise for four (4) additional five (5) year terms. The City Council has adopted the extension resolutions as follows:

1. Initial Term: 07/07/1991 thru 07/06/1996 Ordinance No. 1,903
2. Extension #1: 07/07/1996 thru 07/06/2001 Resolution No. 18,347
3. Extension #2 07/07/2001 thru 07/06/2006 Resolution No. 20,272
4. Extension #3 07/07/2006 thru 07/06/2011 Resolution No. 22,838
5. Extension #4 07/07/2011 thru 07/06/2016 Resolution No. 23,341

STATEMENT OF ISSUE

ExxonMobil entered into a Sale and Purchase Agreement with PBF Holding Company, LLC (“PBF”) to purchase the assets covered by both Franchise Ordinance No. 1581 and Franchise Ordinance No. 1903. The pipelines will be owned by Torrance Pipeline Company, LLC (“Torrance Pipeline”) and Torrance Logistics Company, LLC (“Torrance Logistics”) will be the operator. PBF is the parent company of Torrance Pipeline and Torrance Logistics.

City staff recommends and Torrance Pipeline desires to combine both pre-existing franchise Ordinances – Nos. 1,581 and 1,903 – into one (1) franchising ordinance for a term of twenty-five (25) years; effective July 28, 2016 through July 27, 2041; to eliminate confusion, maximize efficiencies and minimize administrative costs.

Key provisions of the proposed franchise ordinance are as follows:

Term: The new franchise shall be effective July 28, 2016 and expire on July 27, 2041.

**Staff Report – Resolution Declaring Intention to
Grant Franchise/Set Public Hearing Thereon
Torrance Pipeline Company, LLC (Petroleum Products)
June 7, 2016, Page 3**

Franchise Fees: The base annual fee shall be approximately Seventy Nine Thousand One Hundred Fifteen Dollars and Fifty-Two Cents, (\$79,115.52). The fees shall vary based on adjustments with the Annual Consumer Price Index (“CPI”), but in no case shall a year’s payment be less than the preceding one.

The pipeline routes and facilities are listed on “Exhibit A,” attached hereto and incorporated herein.

In accordance with Section 1502 of the Compton City Charter, prior to the granting of any franchise, the City Council shall pass a resolution declaring its intention to grant the franchise and fixing a date, time and place when any persons having any interest therein or objection to the granting of the franchise may appear before the City Council and be heard thereon.

FISCAL IMPACT

Torrance Pipeline has indicated its willingness to abide by all terms and conditions of the proposed Franchise Ordinance. This recommended ordinance includes an updated franchise combining both of the existing Ordinances. The proposed fee schedule is consistent with the Franchise Ordinance provisions currently held with the City.

The proposed annual compensation base will result in revenue to the General Fund in the amount of \$79,115.52 for Fiscal Year 2015-2016 and will be adjusted annually by the CPI. The Ordinance provides that annual payments will be due and payable on July 1st of every year.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

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

APPROVED FOR FORWARDING:

**ROGER L. HALEY
CITY MANAGER**

RLH:GK:JS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO GRANT A FRANCHISE TO TORRANCE PIPELINE COMPANY, LLC TO OPERATE, INSTALL, MAINTAIN, REPLACE, REMOVE AND/OR REPAIR PIPELINES AND APPURTENANCES FOR THE TRANSPORTATION OF OIL, HYDROCARBON SUBSTANCES, REFINED PETROLEUM PRODUCTS INCLUDING CATHODIC PROTECTION FACILITIES, NECESSARY OR CONVENIENT FOR THE GRANTEE'S BUSINESS AND PUBLISHING NOTICE OF A PUBLIC HEARING THEREON

WHEREAS, Section 1501 of the Compton City Charter authorizes the City to grant franchises to any person, firm or corporation furnishing the City or its inhabitants with transportation, communication, terminal facilities, water, light, heat, power, refrigeration, storage or any other public utility or service, or using the public streets, ways, alleys, or places for the operation of plants, works, or equipment for the furnishing thereof or traversing any portion of the City for the transmitting or conveying of any such service elsewhere may be required by ordinance to have a valid and existing franchise; and

WHEREAS, the use of public streets and ways for the transport of refined petroleum products in pipelines within the jurisdiction of the City requires a franchise as contemplated by Section 1501 of the Compton City Charter; and

WHEREAS, Ordinance No. 1,581, adopted April 24, 1979, granted a twenty-five (25) year franchise to Mobil Oil Corporation (now known as ExxonMobil Oil Corporation) to operate, maintain, replace and repair certain pipelines and appurtenances for the transportation of refined petroleum oil in the City of Compton; and

WHEREAS, the term of the franchise granted by Ordinance No. 1,581 expired on April 23, 2004; and

WHEREAS, a second franchise was granted to ExxonMobil Oil Corporation pursuant to Ordinance No. 1,903, adopted on July 20, 1993, which also granted a petroleum pipeline franchise effective July 7, 1991 for a term of five (5) years with an option to extend the franchise for four (4) five (5) year terms; and

WHEREAS, the term of the franchise granted by Ordinance No. 1,903 shall expire on July 6, 2016; and

WHEREAS, ExxonMobil Oil Corporation entered into a Sale and Purchase Agreement with PBF Holding Company, LLC to purchase the assets covered by Franchise Ordinance No.'s 1581 and 1903 and these pipeline assets shall be transferred into the name of Torrance Pipeline Company, LLC; and

WHEREAS, the City and Torrance Pipeline Company, LLC desire to combine both franchises into one franchising ordinance for a term of twenty-five (25) years (July 28, 2016 through July 27, 2041), to eliminate confusion, maximize efficiencies and minimize administrative costs; and

WHEREAS, the City desires to hold a public hearing pursuant to Section 1502 of the Compton City Charter on **Tuesday, June 28, 2016 at 5:45 p.m.** to receive public comments on the proposed granting of a twenty-five (25) year petroleum pipeline franchise to Torrance Pipeline Company, LLC.

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

Section 1. That the City Council of the City of Compton declares its intention to grant a twenty-five (25) year franchise (July 28, 2016 through July 27, 2041) to Torrance Pipeline Company, LLC to operate, install, maintain, replace, remove and/or repair pipelines and appurtenances for the transportation of oil, hydrocarbon substances, refined petroleum products including cathodic protection facilities necessary or convenient for the Grantee’s business situated within the jurisdiction of the City of Compton.

Section 2. That a public hearing regarding the granting of a pipeline franchise to Torrance Pipeline Company, LLC is set for **Tuesday, June 28, 2016 at 5:45 p.m.** in the City Council Chambers at 205 South Willowbrook Avenue, Compton, California.

Section 3. That persons having interest in or any objections to the granting thereof may appear before the City Council and be heard thereon.

Section 4. That it is the intention of said City Council to grant said Torrance Pipeline Company, LLC said franchise for the purpose aforesaid and said franchise to be upon the following terms, provisions and conditions.

Item 1. Nature and Extent of Grant:

The **CITY OF COMPTON** hereinafter also referred to as “**CITY**,” herewith grants to **TORRANCE PIPELINE COMPANY, LLC**, its successors and assigns, hereinafter referred to as “**GRANTEE**,” subject to the terms and conditions herein contained, the right, privilege and franchise to install, operate, maintain, replace, change the size of, abandon in place, remove and/or repair the existing pipeline for the purpose of transporting refined petroleum products, oil, hydrocarbon substances, together with all appurtenances and service connections necessary or convenient to properly maintain and operate said pipelines, including cathodic protection facilities, necessary or convenient for the Grantee’s business, hereinafter collectively called “franchise property”. The pipeline is currently located in certain public streets, highways or public property now existing or hereafter dedicated, hereinafter collectively called “streets”, located in the **CITY**, described in “Exhibit A,” which is attached hereto and incorporated herein.

Item 2. Duration of Franchise:

The franchise shall be effective on July 28, 2016. The term of this franchise shall be for twenty-five (25) years, terminating on July 27, 2041. The **CITY** reserves the right to limit this franchise prior to its expiration in the event:

A. GRANTEE fails to comply with any of the provisions hereof; provided, however, that if such failure to comply shall be due to a cause beyond the control of the **GRANTEE**, the franchise shall not be so terminated; and provided further that this franchise shall not be so terminated unless the **GRANTEE** is given written notice of such noncompliance and fails within ninety (90) days of the date of such notice to commence and thereafter diligently prosecute to completion the corrective action necessary to cure such noncompliance. Notwithstanding the foregoing, if **GRANTEE’S** noncompliance is of such kind or nature as to cause a hazard to the public or endanger the public peace, health safety or general welfare, the **CITY’S** Director of Public Works may so notify the **GRANTEE** and reduce the period during which **GRANTEE** shall commence the work necessary to correct such noncompliance. In the event the **GRANTEE** fails to commence the corrective action

within the time specified, as an alternative to terminating this franchise, the **CITY** may do the corrective work at the **GRANTEE'S** expense.

B. Any provision herein becomes invalid or unenforceable and the **CITY** expressly finds that such provisions constitute a consideration material to the granting of this franchise, then this franchise may be terminated by the **CITY** on ten (10) days written notice.

Item 3. Pipeline Operations:

A. Applicable Rules: The **GRANTEE** agrees to operate, install, maintain, replace and repair the pipelines and appurtenances in a good workmanlike manner, and in conformity with all regulations now or hereafter adopted by the State Fire Marshal.

B. Repairs and Street Excavations:

1. The work of maintaining or repairing all pipelines and appurtenances covered by this franchise shall be conducted with the least possible hindrance to the use of the streets.

2. The **GRANTEE** shall have the right to make all necessary street excavations for the purpose of exercising the rights granted by this franchise, but nothing herein contained shall relieve the **GRANTEE** from the provisions of any **CITY** ordinance or law that may be in force at the time requiring that permits be obtained for street excavations before such work is commenced.

All excavations shall be made and back-filled in strict compliance with all **CITY** ordinances that may be in effect at the time of the performance of the work and shall be made as not to interfere unreasonably with the free use of the streets by the public.

Upon completion of the work for which street excavations are made, all portions of the streets which have been excavated or otherwise damaged by such excavation work shall be restored to their original condition or equivalent to the satisfaction of the Director of Public Works.

C. Cleanup of Breaks and Leaks: If any portion of any street shall be damaged by reason of breaks or leaks in any pipeline or appurtenance maintained or repaired under this franchise, or if any street, sidewalk, sewer, storm drain, waterline, or other facility be contaminated by any substance transported in said pipelines, the **GRANTEE** shall at its own expense immediately repair or clean up or cause to be repaired or cleaned up, any such damage or contamination and put such street, sidewalk, sewer, storm drain, waterline or other facility in **as** good condition as it was before such break or leak to the satisfaction of the Director of Public Works. Such cleanups shall be accomplished in a timely manner, with as little public disruption as possible. Emergency repairs of franchise property may be commenced without prior permit; provided however, that the **GRANTEE** no later than the next normal working day shall notify by telephone, the Director of Public Works of any such work and shall within the next seven (7) calendar days apply for an excavation permit authorizing such emergency work.

D. Emergency Crews and Equipment: At all times during the term of this franchise, the **GRANTEE** shall maintain, on a twenty-four (24) hour basis, personnel to operate the pipeline system, including monitoring the leak detection system and the communications equipment. In addition, during the term of this

franchise, the **GRANTEE** shall maintain on a twenty-four (24) hour basis, adequate standby equipment and properly trained emergency standby crews, within a radius of twenty-five (25) miles from any facilities maintained pursuant hereto, for the purpose of implementing emergency response, such as, shutting off the pressure and the flow of contents of such facilities, repairs, oil-spill cleanup, preventing or minimizing damage or the threat of any damage to people or the environment in the event of an emergency resulting from an earthquake, act of war, civil disturbance, flood, fire, leakage or other cause whatsoever.

E. Changes Required by Public Improvements: Whenever, during the existence of this franchise, the **CITY** shall change the grade, width, or location of any street in any manner, including the laying of sewer, storm drain, conduits, gas, water or other pipes owned or operated by the **CITY** or any other public agency, under the jurisdiction of the **CITY**, or construct any pedestrian tunnels, or other work of the **CITY** (the right to do all of which is specifically reserved to the **CITY** without any admission on its part that it would not otherwise have such rights) and such work shall, in the opinion of the Director of Public Works, render necessary any change in the position or location of any facilities of the **GRANTEE** in the street, the **GRANTEE** shall, at its sole cost and expense begin and thereafter diligently perform the necessary work to completion, in conformity with the written notice of the Director of Public Works as provided hereinafter. However, the **CITY** shall not require any relocation or modification which will have the effect of depriving the **GRANTEE** of a continuous and contiguous pipeline right-of-way. Except as provided herein before in this section, when such rearrangement is done for the accommodation of any person, firm or corporation, the cost of such rearrangement shall be borne by the accommodated party. Such accommodated party in advance of such arrangement, shall: (1) deposit with the **GRANTEE** in cash an amount, as in the reasonable discretion of the **GRANTEE** shall be required to pay the costs of such rearrangement; and (2) shall execute an instrument agreeing to indemnify and hold harmless the **GRANTEE** from any and all damages caused by such rearrangement.

Nothing contained in this franchise shall be construed to require the **CITY** to move, alter or relocate any of its facilities upon said streets, at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation, or to require the **CITY** or any person, firm or corporation now or hereafter owning a public utility system of any type or nature, to move, alter or relocate any part of its system upon said streets for the convenience, accommodation or necessity of the **GRANTEE**.

The **GRANTEE** shall be given not less than one hundred twenty (120) days written notice of any rearrangement of facilities which the **GRANTEE** is required to make hereunder. Such notice shall specify in reasonable detail the work to be done by the **GRANTEE** and shall specify the time that such work is to be accomplished. In the event that the **CITY** shall change the provisions of any such notice given to the **GRANTEE**, **GRANTEE** shall be given an additional period of not less than ninety (90) days to accomplish work.

F. Abandoned or Removal of Franchise Property: At the expiration, renovation or termination of this franchise or of the permanent discontinuance of the use of its facilities or any portion thereof, the **GRANTEE** shall, within ninety (90) days thereafter, make a written application to the Director of Public Works for authority (as determined by the **GRANTEE**) either: (1) to abandon all, or a portion, of such facilities in place; or (2) to remove all, or a portion of such facilities. Such application shall describe the facilities desired to be abandoned or removed by reference to the map or maps required hereinafter and shall also describe with

reasonable accuracy the relative physical condition of such facilities. The Director of Public Works shall determine whether such abandonment or removal which is thereby proposed may be effected without detriment to the public interest or under what conditions such proposed abandonment or removal may be safely effected. He/She shall then notify the **GRANTEE**, and according to such requirements as shall be specified in the Public Works Director's order, the **GRANTEE** shall, within ninety (90) days thereafter, either:

1. Remove all or a portion of such facilities; or
2. Abandon in place all or a portion of such facilities, as set forth in the Public Director's order.

If any facilities to be abandoned in place, subject to prescribed Conditions, shall not be abandoned in accordance with all such conditions, then the Director of Public Works may take additional appropriate steps, including, if he/she deems desirable, issuance of an order that the **GRANTEE** shall remove all such facilities in accordance with applicable requirements. In the event the **GRANTEE** shall fail to remove any facilities which it is obligated to remove in accordance with such applicable requirements within such time as may be prescribed by the Director of Public Works, then the **CITY** may remove or cause to be removed such facilities at the **GRANTEE'S** expense and the **GRANTEE** shall pay to the **CITY** the actual cost thereof, plus the current rate of overhead being charged by the **CITY** for reimbursable work.

G. Suspension of Operations: If, for any reason, the **GRANTEE** suspends operations of any pipeline contained in the franchise for a period in excess of ninety (90) days, the **GRANTEE** shall notify the Director of Public Works. During this period of suspended operations, the **GRANTEE** shall maintain its normal pipeline surveillance and all cathodic protection systems to insure pipeline integrity. This shall continue until such a time as the line is returned to service or abandoned in accordance with provisions mentioned hereinbefore.

Item 4. Maps and Records:

Within ninety (90) days following the date on which the pipeline has been relocated under this franchise, **GRANTEE** shall file as-built drawings and maps in such form as may be required by the City Engineer, the location, length and size of all of its facilities then in place; and shall, upon installation of any additional facilities, or upon removal, change or abandonment of all or any portion thereof, file revised as-built drawings and maps showing the location, length and size of all such additional, removed or abandoned facilities as of that date.

Item 5. Compensation to the City:

Upon the adoption of this franchise ordinance, the **GRANTEE** shall pay to the **CITY** annually in advance for the term of this franchise, a base annual fee calculated as follows:

<u>Pipe Internal Diameter</u>	<u>Rate (per lineal foot)</u>
Four (4) inches	\$.229
Six (6) inches	\$.449
Eight (8) inches	\$.742
Twelve (12) inches	\$1.549

Compensation provided for above shall be due and payable on July 1st of each year. Commencing with the first payment due, the base annual fee shall be multiplied by the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange County, CA, "All Items" prepared by the United States Bureau of Labor Statistics, Department of Labor, for the month of April, and divided by the base index of April 1991, with said index having a value set at 140.70. However, in no event shall any annual Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange County, CA be less than the preceding annual index, and in no event shall the multiplying factor be less than one. If said Bureau discontinues the preparation and publication of the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange County, CA, "All Items", and if no transposition table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the Base Index, then the City Council shall prescribe a rate of payment which shall, in its judgment, vary from rates specified in this subsection in approximate proportion as commodity consumer prices, then current. Upon this point, the determination by the City Council shall be final and conclusive. Notwithstanding the provision of this Item 5, the **GRANTEE** shall be liable to pay the **CITY** the annual fee for the period to and including the date of either actual removal of the facilities or the effective date of a properly approved abandonment "in place" authorized by the **CITY**, and until the **GRANTEE** shall have fully complied with all the provisions of the law or ordinances relative to such abandonments.

In the event of partial abandonment of facilities with the approval of the **CITY** as elsewhere herein provided, or in the event of partial removal of such facilities by the **GRANTEE**, the payment otherwise due the **CITY** for occupancy of the streets by such facilities shall be prorated beginning the first day of the next succeeding franchise year; and for each franchise year thereafter, at the prorated amount per each linear foot of pipeline abandoned or removed; provided, however, that the said base rate shall be modified to reflect the Price Index adjustment (as provided hereinbefore) applicable to such abandoned or removed pipeline at the beginning of the next succeeding franchise year following abandonment or removal.

All annual payments shall be paid, without deduction or offset to the office of the City Controller at 205 South Willowbrook Avenue, Compton, California, 90220, or at such place as the **CITY** shall from time to time designate in writing. In the event any payment required hereunder is late, the following schedule of late charges shall be applicable to that portion which is overdue.

a. Late ten (10) days but under thirty (30) days - 2% of the amount due; plus

b. For each additional thirty (30) days or fraction thereof over thirty (30) days - an additional 2% for each thirty (30) days or fraction thereof; however in no event shall such penalty exceed twenty-five percent (25%).

Item 6. Responsibility:

A. Indemnification: The **GRANTEE**, by the acceptance or use of the franchise hereby granted, agrees to indemnify, defend and hold harmless, to the maximum extent permitted by law, the **CITY**, its elected officials, officers, agents, employees and representatives, from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage and regardless of whether the allegations are false, fraudulent or groundless), costs and expenses (including reasonable attorney's fees, litigation, arbitration, mediation,

appeal expenses) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the **GRANTEE's** use of the **CITY** streets hereunder or arising out of any of the operations and/or activities of the **GRANTEE** pursuant to this franchise, excepting any claim, demand or cause of action arising out of the negligent or willful conduct of the **CITY**, its officials, officers, agents and/or employees.

CITY may, in its sole and absolute discretion, select counsel of its choosing to defend against any asserted liability, suit, action, proceeding, judgment, claim, loss, lien, damage, injury, cost or expense which is subject to indemnification obligations set forth herein. **GRANTEE** shall be required to fully reimburse the **CITY** for the legal fees and all related litigation and expert costs of such defense.

B. Insurance: On or before any commencement of any franchise operations, the **GRANTEE** shall obtain, pay for and maintain in full force and effect throughout the term of this franchise, an insurance policy or policies that fully protects the **CITY** from claims and suits for bodily injury and property damage. The insurance shall be issued by an insurance carrier or carriers which is duly authorized and qualified to engage in such insurance business under the laws of the State of California, insuring the **CITY** against any liability for loss resulting from or arising out of any operations and/or activities of the **GRANTEE** pursuant to this franchise. The policy or policies must include a signed endorsement naming the **CITY**, its officials, officers, agents and employees, as additionally insured's; provide that the **GRANTEE's** insurance is primary and that no other insurance available to the **CITY** will be called on to contribute to a loss covered under the policy or policies; provide that **GRANTEE's** insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought; and, provide at least thirty (30) days' advance written notice of cancellation, termination or reduction of coverage. The insurance must afford coverage for the **GRANTEE's** use, operation and activities, vehicles, equipment, facility representatives, agents and employees as follows:

1. Commercial General Liability Insurance with combined single limit liability coverage for bodily injury and property damage, and including coverage for contractual liability; personal injury; explosion, collapse and underground damage hazards; products; and completed operations in an amount equivalent to not less than Ten Million Dollars (\$10,000,000.00) per occurrence.

2. Workers' Compensation Insurance in compliance with the laws of the State of California and Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claimant.

3. Business Automobile Liability Insurance with separate per occurrence limits for bodily injury and property damage, including rented, leased, hired, scheduled, owned and non-owned auto and/or equipment coverage, as applicable, or in a combined single limit in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

Notwithstanding the above, and subject to approval by **CITY**, **GRANTEE** may provide a program of self-insurance. Any self-insurance program maintained by **GRANTEE** shall comply with the provisions and the specified limits contained herein. **GRANTEE** shall provide each year for the duration of the franchise, written notification to the **CITY** of its intent to self-insure.

Such insurance policies shall be maintained by the **GRANTEE** for the life of this franchise, and on the first anniversary of this franchise, and on every one thereafter, **GRANTEE** will provide updated evidence that such insurance is in force. The **CITY** has the right during the terms of this franchise to increase the amount and scope of coverage. The **CITY** covenants that it will not exercise such right in an unreasonable manner.

Item 7. Assignment:

GRANTEE shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or in part sold, transferred, leased, assigned, or disposed of except to a corporation acquiring or owning a portion of the assets of the **GRANTEE** without the consent of the **CITY** expressed by ordinance or resolution, as may be required.

Item 8. Faithful Performance Bond:

On or before the effective date of the ordinance granting the franchise, **GRANTEE** shall file and thereafter at all times during the life of the franchise keep on file with the City Clerk, a corporate surety bond approved by the City Attorney payable to the **CITY** in the penal sum of One Hundred Thousand Dollars (\$100,000.00), with a surety to be approved by the City Attorney, conditioned that **GRANTEE** shall well and truly observe, fulfill and perform each condition of the franchise and that in case of any breach of condition of the bond, the whole amount of the penal sum shall be deemed to be liquidated damages and shall be recoverable from the principal and sureties of the bond. If said bond is filed prior to the effective date of the ordinance granting the franchise, the award of the franchise may be set aside and the ordinance granting the franchise repealed at any time prior to filing of said bond and any money paid in consideration for said award of the franchise shall be forfeited. In the event that said bond, after it has been so filed, shall at any time during the life of the franchise become insufficient, **GRANTEE** agrees to renew said bond, subject to the approval of the City Attorney within ten (10) days written notice to do so from the Director of Public Works.

Item 9. Acceptance:

This franchise is granted and shall be held and enjoyed only upon the terms and conditions herein contained, and the **GRANTEE** shall, within ten (10) days after the adoption of the ordinance granting said franchise, file with the City Clerk of the City of Compton, a written acceptance of such terms and conditions.

This franchise is granted upon each and every condition contained herein and shall ever be strictly construed against the **GRANTEE**. Each of said condition is a material and essential condition to the granting of this franchise.

Item 10. Affirmative Action:

Throughout the term of the franchise, the **GRANTEE** shall maintain an acceptable Affirmative Action Program, which assures that job applicants are sought and employed and that employees are treated during their employment without regard to their race, color, or national origin or ancestry, sex or religion and shall file documentary evidence thereof within thirty (30) days on written demand thereof by the City Manager.

Item 11. Eminent Domain:

No franchise granted by the **CITY** shall in any way impair or affect the right of the **CITY** or of any successor in authority to acquire the property of the **GRANTEE** by purchase or condemnation, and nothing contained in such a franchise shall be construed to contract away, modify or abridge either for a term or in perpetuity the **CITY’S** right of eminent domain in respect to any public utility.

Item 12. Cancellation of Prior Ordinance(s):

That this Franchise Ordinance shall entirely supersede and replace both Franchise Ordinance 1,581 and Franchise Ordinance 1,903. The parties agree that the aforementioned franchises shall terminate on the date and time this Franchise Ordinance becomes effective.

Item 13. Said franchise is not and shall not be exclusive.

Section 5. That if any section, subsection, sentence, clause or phrase hereof us for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this legislation and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that anyone or more sections, subsections, sentences, clauses or phrased be declared invalid or unconstitutional.

Section 6. That copies of this resolution shall be forwarded to the offices of the City Manager, City Controller, City Attorney and the Department of Public Works/Municipal Utilities.

Section 7. That the City Clerk shall publish this Resolution pursuant to Section 1502 of the Compton City Charter. That the City Clerk of the City of Compton be and is hereby authorized and directed to advertise the fact that said application for franchise has been made to said City Council together with a statement that it is proposed to grant said franchise upon terms, provisions and conditions, set forth in this Resolution by publishing within fifteen (15) days of the passage of said Resolution and at least ten (10) days prior to the date of hearing.

Section 8. 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) ss
CITY OF COMPTON)

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was duly 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 Resolution was adopted by the following vote, to wit:

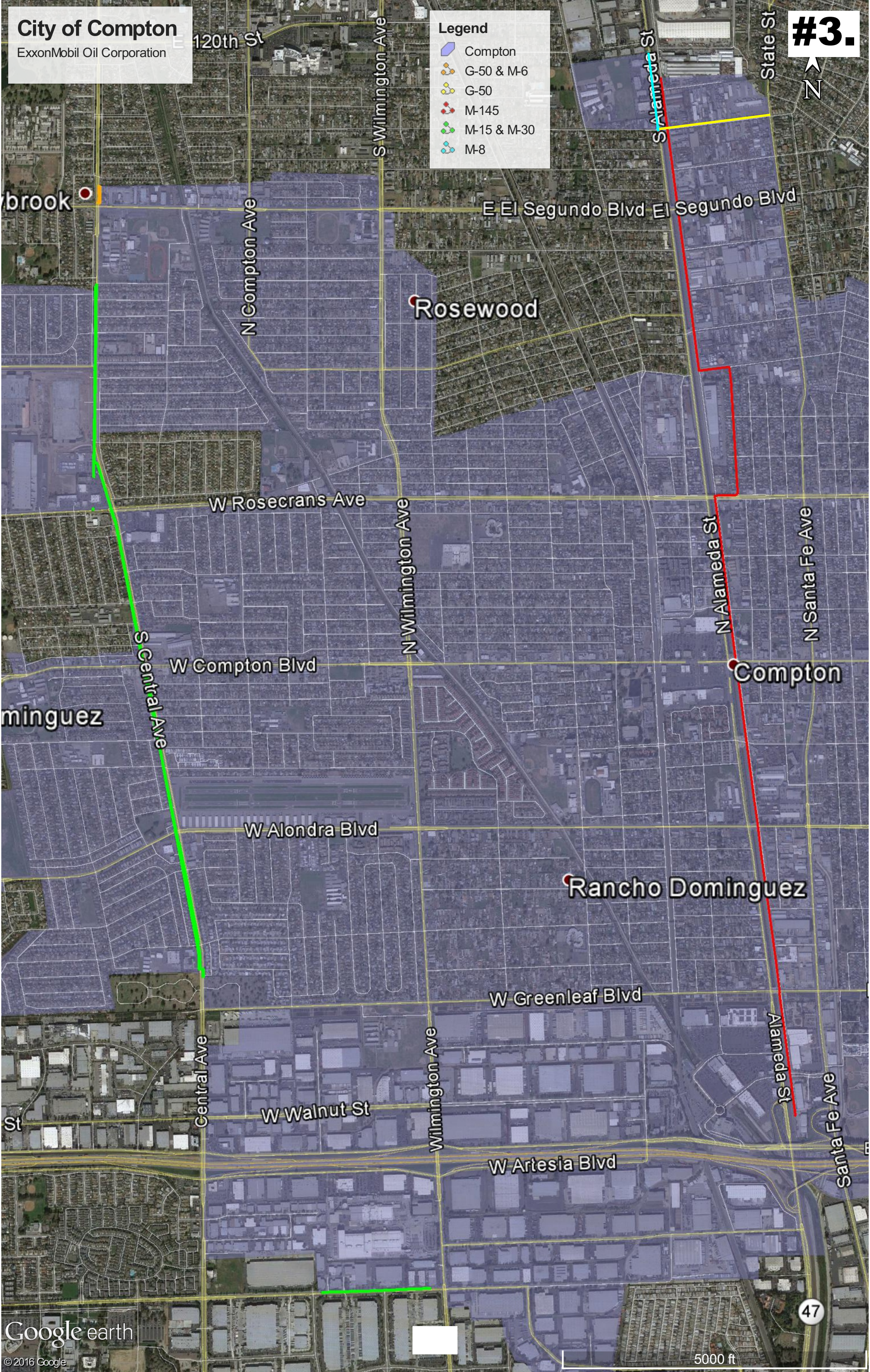
AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

Legend

- Compton
- G-50 & M-6
- G-50
- M-145
- M-15 & M-30
- M-8

#3.



RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO GRANT A FRANCHISE TO TORRANCE PIPELINE COMPANY LLC TO OPERATE, INSTALL, MAINTAIN, REPLACE, REMOVE AND/OR REPAIR PIPELINES AND APPURTENANCES FOR THE TRANSPORTATION OF OIL, HYDROCARBON SUBSTANCES, REFINED PETROLEUM PRODUCTS INCLUDING CATHODIC PROTECTION FACILITIES, NECESSARY OR CONVENIENT FOR THE GRANTEE’S BUSINESS AND PUBLISHING NOTICE OF A PUBLIC HEARING THEREON

Glen Kau 5/19/2016 5:57:38 PM
DEPARTMENT MANAGER’S SIGNATURE DATE

REVIEW / APPROVAL

Ruth Rugley 5/23/2016 6:55:59 PM
CITY ATTORNEY DATE

Austin Okonta 5/23/2016 12:39:20 PM
CITY CONTROLLER DATE

Roger Haley 5/23/2016 11:38:12 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.

June 7, 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 PROFESSIONAL SERVICES AGREEMENT WITH JMDIAZ, INC. FOR CONSTRUCTION SUPPORT AND INSPECTION SERVICES FOR THE METRO BLUE LINE PEDESTRIAN SWING AND GATES CONSTRUCTION PROJECT AND ESTABLISHMENT OF A PURCHASE ORDER IN AMOUNT OF \$10,337.75

SUMMARY

Adoption of this resolution by the City Council will authorize the City Manager to enter into a professional service agreement with JMDiaz, Inc. for provision of construction support and inspection services for the Los Angeles County Metropolitan Transportation Authority ("LACMTA") Metro Blue Line Pedestrian Swing and Gates Construction Project within the City of Compton and authorize the issuance of a purchase order in the amount of \$10,337.75.

BACKGROUND

The LACMTA is constructing pedestrian swings and gates at all six (6) rail crossing along the Metro blue Line corridor within the City of Compton. The six (6) rail crossing locations are as follows: (1) Elm Street/Willowbrook Avenue; (2) Compton Boulevard/Willowbrook Avenue; (3) Myrrh Street/Willowbrook Avenue; (4) Alondra Boulevard/Willowbrook Avenue; (5) Greenleaf Boulevard/Willowbrook Avenue; and, (6) Manville Street/Willowbrook Avenue.

On October 20, 2015, pursuant to Resolution No. 24,246, the Council authorized the City Manager to issue purchase orders to vendors who are commonly used by the Public Works/Municipal Utilities Department, including a \$5,864.77 purchase order to JMDiaz, Inc. for provision of "one-time" plan check services of the Metro Blue Line Pedestrian Swing and Gates Construction Project. Those services were satisfactorily completed and the City was reimbursed by LACMTA for the fees paid to JMDiaz, Inc.

STATEMENT OF ISSUE

Essential to this project is to retain the services of a qualified and experienced engineering firm to provide construction support and inspection services for the project. For the construction phase, LACMTA has approved the proposal of JMDiaz, Inc. to provide construction support and inspection services and has authorized a work order in the amount of \$10,337.75.

#4.

Staff Report – Resolution Authorizing Agreement with JMDiaz, Inc.
Construction Support/Inspection Services
Metro Blue Line Pedestrian Swing & Gates Construction Project
June 7, 2016, Page 2 of 2

ALTERNATIVE

LACMTA has selected and approved the use of JMDiaz, Inc. to provide the construction support and inspection services on the Metro blue Line Pedestrian Swing and Gates Construction Project – JMDiaz is intimately familiar with the project based on its plan review services on this project and its ability to provide continuity and expediency in progressing forward with the project. Therefore, is no other alternative is being proposed.

FISCAL IMPACT

There is no impact to the City for these services.

Funds in the amount of \$10,337.75 are available in the Public Works/Municipal Utilities Department's 2015-2016 Fiscal Year budget in Account No. 1012 720 000 4269. As of this writing, the balance in this account is \$28,399.00.

These construction management/inspection services are eligible for reimbursement from LACMTA and they are in agreement to reimburse the City for retaining the professional services for this phase of the project.

To acquire reimbursement for the services provided by JMDiaz, Inc., LACMTA requires that all of the City's invoices be charged to the Metro purchase order No. 930000000CCF16MBLSG.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

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

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 ENTER INTO PROFESSIONAL
SERVICES AGREEMENT WITH JMDIAZ, INC. FOR CONSTRUCTION
SUPPORT AND INSPECTION SERVICES FOR THE METRO BLUE LINE
PEDESTRIAN SWING AND GATES CONSTRUCTION PROJECT AND
ESTABLISHMENT OF A PURCHASE ORDER IN AMOUNT OF \$10,337.75**

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) is constructing pedestrian swings and gates at all six (6) rail crossing along the Metro Blue Line corridor within the City of Compton, which locations are as follows: (1) Elm Street/Willowbrook Avenue; (2) Compton Boulevard/Willowbrook Avenue; (3) Myrrh Street/Willowbrook Avenue; (4) Alondra Boulevard/Willowbrook Avenue; (5) Greenleaf Boulevard/Willowbrook Avenue; and, (6) Manville Street/Willowbrook Avenue; and

WHEREAS, on October 20, 2015, pursuant to Resolution No. 24,246, the Council authorized the City Manager to issue purchase orders to vendors who are commonly used by the Public Works/Municipal Utilities Department, including a \$5,864.77 purchase order to JMDiaz, Inc. for provision of “one-time” plan check services of the Metro Blue Line Pedestrian Swing and Gates Construction Project; and

WHEREAS, for the construction phase of the pedestrian swings and gates LACMTA has selected and approved the use of JMDiaz, Inc. to provide the construction support and inspection services on the Metro blue Line Pedestrian Swing and Gates Construction Project – JMDiaz is intimately familiar with the project based on its plan review services on this project and its ability to provide continuity and expediency in progressing forward with the project; and

WHEREAS, LACMTA has authorized a work order in the amount of \$10,337.75 to reimburse the City for retaining the professional services of JMDiaz, Inc. for this phase of the project; and

WHEREAS, funds in the amount of \$10,337.75 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 City Manager, upon approval of the City Attorney is authorized to enter into a professional services agreement with JMDiaz, Inc. for provision of construction support and inspection services for the Metro Blue Line Pedestrian Swing and Gates Construction Project within the City of Compton.

SECTION 2. That a purchase order in the amount of \$10,337.75 is authorized to be established for JMDiaz, Inc. for services performed for the Metro Blue Line Pedestrian Swing and Gates Construction Project.

SECTION 3. That funds in the amount of \$10,337.75 are available in the Public Works/Municipal Utilities Department’s 2015-2016 Fiscal Year budget in Account No. 1012 720 000 4269.

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

SECTION 5. 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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
JMDIAZ, 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 **JMDIAZ, INC.** (hereinafter referred to as "**CONSULTANT**"), located at 18645 East Gale Avenue, Suite 212, Industry, California 91748.

RECITALS:

WHEREAS, the Los Angeles County Metropolitan Transportation Authority ("LACMTA") is constructing pedestrian swings and gates at all six (6) rail crossing along the Metro Blue Line corridor within the City of Compton, which locations are as follows: (1) Elm Street/Willowbrook Avenue; (2) Compton Boulevard/Willowbrook Avenue; (3) Myrrh Street/Willowbrook Avenue; (4) Alondra Boulevard/Willowbrook Avenue; (5) Greenleaf Boulevard/Willowbrook Avenue; and, (6) Manville Street/Willowbrook Avenue; and

WHEREAS, the LACMTA and the City has identified a need for a qualified and experienced engineering consulting firm to provide construction support and inspection services for the Metro Blue Line Pedestrian Swing and Gates Construction Project within the City of Compton; and

WHEREAS, by **Resolution No. _____**, adopted on the _____th day of **June 2016**, the City Council authorized the City Manager to enter into a professional services agreement with the Consultant (JMDiaz, Inc.) to provide construction support and inspection management services for the Metro Blue Line Pedestrian Swing and Gates Construction Project within the City of Compton; and

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

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

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional construction support and construction inspection services relative to the Metro Blue Line Pedestrian Swing and Gates Construction Project within the City of Compton. The scope of work for this Project includes providing services as more fully described in the following LACMTA Metro-provided documents:

1. Brown Book (January 2, 2011 version), also known as “Additions and Amendments to the 2009 Edition of the Standard Specifications for Public Works Construction”
2. 2.1 C1086 Conformed Drawings – Keynotes
3. 3.4 C1086 Conformed Drawings – Civil Improvement, Elm Street through Manville
4. Work Schedule (dated 4.19.2016)

All 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 to be provided pursuant to this Agreement.

Juan Diaz, P.E., President/CEO 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 approximately thirty-five (35) working days after commencement of the services by Consultant.

Consultant will generally adhere to the schedule set forth within the Work Schedule (dated 4.19.2016), which is incorporated herein provided, that City and LACMTA may grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis as specified within the **Work Order #F202-205104-16-00** dated April 4, 2016 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 and LACMTA. 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 **Ten Thousand Three Hundred Thirty Seven Dollars and Seventy-Five Cents (\$10,337.75).**

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. 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.

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.

Juan Diaz, P.E., President /CEO

(Date)

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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:

**JMDiaz, Inc.
18645 East Gale Avenue, Suite 212
Industry, California 91748
Attn: Juan Diaz, P.E., President/CEO
(626) 820-1137**

TO CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Department
(310) 605-5505
(310) 605-6326 – fax.**

With Copy to:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager**

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

29. 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.

JMDIAZ, INC./CONSULTANT

Dated: _____

By _____
Juan Diaz, P.E., President/CEO

**CITY OF COMPTON
Recommended for Approval:**

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

Dated: _____

Approved by:

Dated: _____

By _____
Roger L. Haley, City Manager

#4.

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENT WITH JMDIAZ, INC. FOR CONSTRUCTION SUPPORT AND INSPECTION SERVICES FOR THE METRO BLUE LINE PEDESTRIAN SWING AND GATES CONSTRUCTION PROJECT AND ESTABLISHMENT OF A PURCHASE ORDER IN AMOUNT OF \$10,337.75

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

5/25/2016 06:33:02 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

5/26/2016 6:34:07 PM
DATE

Austin Okonta
CITY CONTROLLER

5/26/2016 2:24:47 PM
DATE

Roger Haley
CITY MANAGER

5/26/2016 10:10:53 AM
DATE

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

WARRANTS APPROVED BY COUNCIL

<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Services Provided</u>	<u>Amount</u>	<u>Amount Paid Year to Date</u>
233970	5/25/16	Total Corporate Solutions	Relocation of copiers and printers to new Housing Authority location	\$300.00	\$191,496.00
Requested by Housing					
233974	5/25/16	Walters Wholesale Electric Co.	Electrical supplies needed at fleet yard	\$1,054.76	\$39,500.00

Requested by General Services

I hereby certify that the above demands in the amount of **\$1,354.76** were approved at a regular meeting of the City Council and reject _____ as of June 7, 2016.

Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on June 7, 2016 allowed the above demands.

Alita Godwin
City Clerk

#

TOTAL CORPORATE SOLUTIONS

20335 S Western Ave Torrance, CA 90501
P: 310-436-8600 F: 310-436-1594

INVOICE

Invoice No: 114215

Date: 6/26/2015

Account No: C001

Paid By *AN*
 10006462
 P.O. # *JD/1653*
 A/C # *2820-79-0000-4218*
 A/C #

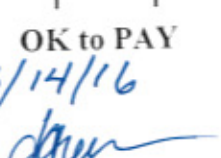
Bill To: City Of Compton
 Attn: Del Green
 700 N Bullis Rd
 Compton, CA 90221
 US

Ship To: (F) City Of Compton
 Attn: Del Green
 700 N Bullis Rd
 Compton, CA 90221
 US

Sales Order No	P. O. Number	Ship Method	Payment Terms	Payment Due					
25908		UPS - Ground	Net 30	7/26/2015					
Remarks			Sales Person						
			Richard Gomez						
Item No	Description	Serial No	Order	Ship	BkO	UM	Price	Disc	Amount
Del&Rem	Delivery and or Removal		1.0	1.0	0.0	EA	\$300.00		\$300.00
	Relocate (2) Copiers and (1) printer MX-623N - From Building & Safety to Housing MX-365N & HP 9500 - From Housing to Building & Safety								

OK to PAY

Date: 3/14/16

D. Green: 

Controller's Office

2016 MAY 24 PM 5:23

DATE NO
 5/23/16
 2820-79-0000-4218

2016 MAY 24 PM 5:23
 Controller's Office

OK to PAY
 Date: 3/14/16
 D. Green: *dg*

A Finance charge of 1.5% per month (18% per annum) will be charged on past due balances.

If you have any billing questions feel free to contact The Accounting Department, AR@teamtcs.com, or your sales rep listed above.
 Thank you.

Subtotal	\$300.00
Discount	\$0.00
Freight	\$0.00
Sales Tax	\$0.00
Invoice Total	\$300.00
Balance Due	\$300.00

20335 S Western Ave Torrance, CA 90501 310-436-8600

Walters

WHOLESALE ELECTRIC CO.
(562) 988-3100

PLEASE REMIT TO:
P.O. Box 91929
Long Beach, CA 90809-1929

INVOICE	INVOICE DATE
213537-01	02/10/16
CUSTOMER NUMBER	INVOICE TOTAL
121078	745.26
CASH DISCOUNT	
Deduct 0.18 if paid before 03/10/16	

SOLD TO:

744 1 AB 0.416 E0132 I0302 D1631510609 P3112498 0002:0002



CITY OF COMPTON GENERAL SERV
205 S WILLOWBROOK AVE
COMPTON CA 90220-3134

SHIP TO:

CITY OF COMPTON GENERAL SERV
205 S WILLOWBROOK
COMPTON CA 90220-3134

PACKING LIST		CUSTOMER PO.		GIVEN BY:		OUTSIDE SALES REPRESENTATIVE		PAGE			
213537-01		B02581		ROBERTO ROBERTO		COMPTON BRANCH		1 of 1			
LINE	PART/NUMBER DESCRIPTION	QTY ORDERED	QTY SHIPPED	QTY BACKORD	UNIT PRICE	U/M	EXTENDED AMOUNT				
3	3M33PLUS 3M 33+SUPER-3/4X66FT PLSTC T	2.0	1	1	4.610	E	4.61				
2	3M35WHI 3M 35-WHITE-3/4X66FT CODING	2.0	1	1	4.270	E	4.27				
1	MEDDCL400 MED DCL400 54W 4000 PH DM FL (27PCS/2WATT) PHILIPS LUMILE LED CHIP 4800LM		2	2	337.419	E	674.84				
		Paid By <i>AN</i>									
		V# <i>00930000</i>									
		P.O.# <i>101573</i>									
		A/C# <i>6000-100-5000 4236</i>									
		A/C#									
TERMS: VENDOR TERMS						SUB TOTAL		683.72			
A 1% per month service charge will be added to all delinquent						SHIPPING		00			
balances at the close of our monthly billing cycle.						TOTAL TAX		61.54			
T = Taxable Tool Items						TC/RATE		407 9.00			
YOUR ORDER WAS PROCESSED BY: DAN COULTRUP						TOTAL DUE:		745.26			
IF PAID ON OR BEFORE:		03/10/16		YOU SAVE:		0.18		AND PAY ONLY:		745.08	

Walters

Okay to Pay Invoice
OK

General Services Director

Please return this portion
with your remittance.
THANK YOU!

INVOICE	INVOICE DATE
213537-01	02/10/16
CUSTOMER NUMBER	INVOICE TOTAL
121078	745.26
CASH DISCOUNT	
Deduct 0.18 if paid before 03/10/16	

PLEASE REMIT TO:

CITY OF COMPTON GENERAL SERV
205 S WILLOWBROOK AVE
COMPTON CA 90220-3134

Walters Wholesale Electric Co.
P.O. Box 91929
Long Beach, CA 90809-1929

#

REC'D MAR 07 2016
Walters

WHOLESALE ELECTRIC CO.
 (562) 988-3100

PLEASE REMIT TO:
 P.O. Box 91929
 Long Beach, CA 90809-1929

INVOICE	INVOICE DATE
214891-00	02/29/16
CUSTOMER NUMBER	INVOICE TOTAL
121078	309.50
CASH DISCOUNT	
Deduct 5.68 if paid before 04/10/16	

SOLD TO:

2916 1 AB 0.416 E0015X I0028 D1650280594 P3140737 0001:0001



CITY OF COMPTON GENERAL SERV
 205 S WILLOWBROOK AVE
 COMPTON CA 90220-3134

SHIP TO:

CITY OF COMPTON GENERAL SERV
 205 S WILLOWBROOK
 COMPTON CA 90220-3134

PACKING LIST		CUSTOMER PO.		GIVEN BY:		OUTSIDE SALES REPRESENTATIVE		PAGE	
214891-00		KELLY PARK		ROBERTO ROBERTO		COMPTON BRANCH		1 of 1	
LINE	PART/NUMBER DESCRIPTION	QTY ORDERED	QTY SHIPPED	QTY ON HAND	UNIT PRICE	U/M	EXTENDED AMOUNT		
1	UNIM1000ML5AC5M500 ULT M1000ML5AC5M500K 1000 MH	2.0	2		141.971	E	283.94		
Paid By <i>AN</i> # <i>00930000</i> P.O. # <i>501573</i> A/C # <i>LISTED</i> A/C # <i>(F)</i>									
TERMS: VENDOR TERMS					SUB TOTAL			283.94	
1% per month service charge will be added to all delinquent					SHIPPING			00	
balances at the close of our monthly billing cycle.					TOTAL TAX			25.56	
T = Taxable Tool Items					TC/RATE			407 9.00	
IF PAID ON OR BEFORE:		04/10/16	YOU SAVE:		5.68	AND PAY ONLY:		303.82	TOTAL DUE:
									309.50

Walters

OK
 General Services Director

Please return this portion
 with your remittance.
 THANK YOU!

INVOICE	INVOICE DATE
214891-00	02/29/16
CUSTOMER NUMBER	INVOICE TOTAL
121078	309.50
CASH DISCOUNT	
Deduct 5.68 if paid before 04/10/16	

PLEASE REMIT TO:

CITY OF COMPTON GENERAL SERV
 205 S WILLOWBROOK AVE
 COMPTON CA 90220-3134

Walters Wholesale Electric Co.
 P.O. Box 91929
 Long Beach, CA 90809-1929