# NOTICE

## COMPTON CITY COUNCIL
## AGENDA
## Tuesday, July 26, 2016
## 5:30 PM

## HEARING

**5:35 P.M. - PUBLIC HEARING - MASTER FEE SCHEDULE**

## 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. JULY 19, 2016

**REPORTS OF OFFICERS AND COMMISSIONS**

**COMPTON CAREERLINK**

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LONG BEACH CITY COLLEGE TO CONDUCT A COMPTON JOB TRAINING PROGRAM FOR THE BRICKYARD PROJECT SITE ($50,000)

## CITY ATTORNEY

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATION FOR THE POSITION OF CLAIMS TECHNICIAN

## CITY MANAGER

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO CITYWIDE VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF SUPPLIES AND SERVICES FOR FISCAL YEAR 2016-2017 ($708,806)

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MISSION TRAIL ADVISORS, LLC FOR FINANCIAL CONSULTING AND FINANCIAL ADVISORY SERVICES

## CITY TREASURER

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING DEDICATED BANK ACCOUNTS FOR THE LOW AND MODERATE INCOME HOUSING ASSET FUND AND THE BUILDING AND SAFETY DEPARTMENT, RESCINDING ALL PRIOR RESOLUTIONS DESIGNATING AUTHORIZED SIGANTURES ON CERTAIN ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON THOSE ACCOUNT

## PUBLIC WORKS MUNICIPAL UTILITIES DEPARTMENT

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE MUNICIPAL WATER DEPARTMENT'S URBAN WATER MANAGEMENT PLAN

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF ARMORCAST PRODUCTS COMPANY FOR THE FURNISHING AND DELIVERY OF RPM POLYMER CONSTRUCTION METER BOXES AND COVERS AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $30,715.38

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF DANGELO COMPANY INC. FOR THE FURNISHING AND DELIVERY OF STORE SUPPLIES AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $89,740

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF WESTERLY METER SERVICE COMPANY FOR THE REPAIR, MAINTENANCE, TESTING AND CALIBRATION OF LARGE WATER METERS AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $12,000

11. A RESOULTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF C. WELLS PIPELINE FOR THE FURNISHING AND DELIVERY OF FIRE HYDRANTS AND GATE VALVES AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $64,390.62

12. A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF CLINICAL LABORATORY OF SAN BERNARDINO AND ISSUE A PURCHASE ORDER FOR THE TESTING AND ANALYSIS OF WATER SAMPLES FOR FISCAL YEAR 2016-2017 ($19,985.00)

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO DION AND SONS IN THE AMOUNT OF $150,000 AND TO VOYAGER IN THE AMOUNT OF $45,000 FOR THE PROVISION OF GASOLINE AND DIESEL FUEL FOR THE CITY'S FLEET AND EQUIPMENT

# END CONSENT AGENDA

# REGULAR AGENDA

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

## CITY MANAGER'S REPORT

14. DOLLARHIDE FEE WAIVER REQUEST FOR LOS ANGELES COUNTY RECORDER'S OFFICE POLL WORKERS TRAINING (October 23, 2016 & November 6, 2016 from 9am-7pm)

15. REQUEST FOR DOLLARHIDE FACILITY FEE WAIVER FOR REPAST SERVICES FOR JESSE DURON SMITH

16. CITY COUNCIL CONSULTANT (DISCUSSION)

17. MEASURE P SALES TAX SPENDING PRIORITIES AND POTENTIAL FUNDING PLAN **(DISCUSSION)**

18. A REQUEST TO SCHEDULE A WORKSHOP ON THE MARIJUANA ADULT USE INITIATIVE AND THE IMPACT ON LOCAL CONTROL **(September 13, 2016 at 5:45 p.m.)**

## CITY ATTORNEY'S REPORTS

## CLOSED SESSION

19. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager
Pursuant to California Government Code Section 54957

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Pursuant to California Government Code Section 54957

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

## UNFINISHED BUSINESS

20. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON GRANTING 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 WITHIN THE JURISDICTION OF THE CITY OF COMPTON
**(Second Reading)**

## NEW BUSINESS

21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SULLY-MILLER CONTRACTING COMPANY FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE PATH IMPROVEMENTS PROJECT (CIP# 15-01) (1,341,725)

22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR KASA CONSTRUCTION CORPORATION FOR THE LUEDERS PARK IMPROVEMENT PROJECT ($188,800)

23. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO BLUE DIAMOND MATERIALS (DIVISION OF SULLY-MILLER CONSTRUCTION), CALMAT COMPANY (DBA VULCAN MATERIALS COMPANY WESTERN DIVISION), CRAFCO INC., UNIQUE PAVING MATERIALS CORPORATION, ASSOCIATED READY MIX CONCRETE, INC. AND CEMEX FOR ASPHALT AND CONCRETE MATERIALS FOR STREET REPAIRS AND MAINTENANCE ($144,500)

24. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,327 AND AMENDING THE CITY MANAGER'S OFFICE 2016-2017 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE DEPARTMENT OF JUSTICE, JUSTICE ASSISTANCE GRANT 2015 IN THE AMOUNT OF $86,897

25. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR $2,500,000 FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE 2016-2017 FISCAL YEAR

26. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA IN THE AMOUNT OF $400,000 TO PURCHASE IMPORTED WATER FOR THE 2016-2017 FISCAL YEAR

27. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING AND APPROPRIATING $222,600 IN CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) SUSTAINABLE TRANSPORTATION GRANT FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS WITH CALTRANS, EVAN BROOKS AND ASSOCIATES AND THE COMMUNITY HEALTH COUNCILS AND AMENDING THE 2016-2017 FISCAL YEAR BUDGET ($251,440)

28. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENTS AND ESTABLISH PURCHASE ORDERS FOR EVAN BROOKS ASSOCIATES AND AVANTE-GARDE FOR GRANT WRITING SERVICES FOR THE CITY OF COMPTON ($180,000)

29. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2016-2017 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH TRIMMING LAND COMPANY, INC. TO EXTEND THE CONTRACT TERM, EXPAND THE SCOPE OF SERVICES AND PROVIDE ADDITIONAL COMPENSATION ($300,000)

30. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE AMENDMENT OF THE SALARY PLAN BY ADDING AN UNCLASSIFIED POSITION OF CITY COUNCIL ASSISTANT-BILINGUAL

31. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE YEAR $25,000 CONTRACTUAL AGREEMENT WITH JASMYNE CANNICK FOR PUBLIC COMMUNICATION SERVICES

32. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE PROFESSIONAL SERVICES CONTRACT WITH STRATEGIC COUNSEL PLC FOR STATE LEGISLATIVE AND ADVOCACY SERVICES FOR FISCAL YEAR 2016-2017

33. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF A SPECIAL MUNICIPAL ELECTION IN THE CITY OF COMPTON HELD IN THE CITY ON JUNE 7, 2016

34. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE STATE BOARD OF EQUALIZATION FOR IMPLEMENTATION OF A LOCAL TRANSACTION AND USE TAX

**APPROVAL OF WARRANTS**

**COUNCIL COMMENTS**

**ADJOURNMENT**

## NO MEETINGS DURING THE MONTH OF AUGUST

*NEXT REGULAR MEETING: Tuesday, September 06, 2016 @ 5:30 PM.*

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

*View Meetings Live at*
*http://www.comptoncity.org/officials/clerk/agendas/video.asp*

**JULY 19, 2016**

The City Council meeting was called to order at 7:25 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, McCoy, Sharif, Brown**
**Council Members Absent:** **Galvan**

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

**COMMENDATORY RESOLUTIONS/PRESENTATIONS**

1. PRESENTATION - ERIC FRANCIS BOYD ACKNOWLEDGEMENT OF HIS SERVICES TO THE COMPTON COMMUNITY - Mayor Aja Brown **(REMOVED)**

**5:40 P.M. - PUBLIC HEARING - URBAN WATER MANAGEMENT PLAN**

On motion by Zurita, seconded by Sharif, the public hearing was opened at 7:26 p.m., by the following vote on roll call:

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

**Ryan Bray**, Technical Advisor risk management professionals, presented the following Urban Water Management Plan via PowerPoint presentation.

2015 URBAN WATER MANAGEMENT PLAN UPDATE PROJECT OVERVIEW

Background Information

Urban Water Management Planning Act (1983): Requires all urban water suppliers that provide water directly or indirectly to 3,000 or more customers (or more than 3,000 AF annually) to develop, adopt, and implement an Urban Water Management Plan

The plan should include: Accomplished water supply planning over a 20-year period, 5-year increment, Identify and quantifies adequate water supplies for current and projected demands, in normal, dry, and drought years and Implement conservation and efficient water use.

The deadline for the plan is July 1, 2016.

Changes in UWMP Requirements Since 2010

Most basic requirements are the same as 2010, except for…

• Requiring a narrative of Demand Management Measures (DMM) implemented in the past 5 years.

• DMMs reduced from 14 to 7

• Quantify and report water losses for 2014-2015

• Authorizes water conservation measures to be included in water use projections

• Requiring electronic submission to DWR through a series of standardized tables.

#1.

Urban Water Use Targets

The Water Conservation Act of 2009 provides four methods for determining the urban water use target value. Method 1: 80% of Base Daily Per Capita Water Use Value, Method 2: Performance Standards, Method 3: 95% of the Hydrologic Region 2020 Target Value and Method 4: Water Savings (developed by DWR)

• The City's Base Daily Water Use of 89 GPCD meets the minimum requirements so that further reduction is not required. However, in order to maintain the eligibility, the City must continue to achieve Per Capita Water Use of 100 GPCD or less.

Water Supply Projections

• Water supply projections were based on estimated pumping volumes from existing wells, as well as imported water from the Metropolitan Water District.

Water Demand Projections

• Projected water demand was calculated based upon historical water use, 20x2020 water conservation targets, and projected population growth within the City.

Water Use Reduction Methods

• SBx7-7 allows for retail water suppliers whose 5-year Base Daily Per Capita Water Use is equal to or below 100 GPCD to be excluded from further reducing their per capita water demand. The City of Compton, whose 5-year Base Daily Water Use is 89 GPCD which meets this criterion and is not required to further reduce its per capita water use. The City is committed to meeting the twenty percent statewide reduction goal set forth by SBx7-7 and will ensure that water conservation programs and efficient water use continue to be implemented within its service area. As part of this effort, the City will monitor the per capita water use during the upcoming years to verify its per capita water use remains below 100 GPCD.

**PUBLIC COMMENTS ON THE PUBLIC HEARING**

**Robert Ray**, Compton resident, asked that Mr. Bray explain whether or not this water management plan applies to all water companies doing business in the City of Compton. Mr. Bray confirmed that this plan only applies to the Compton Municipal Water Company.

**Lynn Boone**, Compton resident, assured Mr. Bray that all residents using Compton Municipal water will never go over 100 GPCD because their water bills are extremely high and include other charges.

**David Irons**, Compton resident, questioned why the City of Compton is buying water from outside sources when it maintains its own supply. He expressed a concern for tainted water from outside sources and feels the City should issue water filters to all residents.

**Benjamin Holifield**, Compton resident, inquired about the locations of the City's wells and how that impacts the City. He went on to request an explanation on the City's water supply and how the City lost its water rights.

**Joyce Kelly**, Compton resident, asked that Mr. Bray provide an explanation on what "acre foot" means and what happens when Compton sells its water to the surrounding cities. Mr. Bray indicated that an acre foot is about the size of a football field twelve inches high. Additionally, he declared that Compton is not selling its water.

**Billy**, property owner, asked Mr. Bray if it is possible for the citizens to sell their unused portions of water usage to other municipalities to create income for Compton.

**Glen Kau**, Director of Public Works, clarified that Compton does not sell water - Compton leases its ground water.

**Heron Carillo**, Compton resident, contended that water cannot be leased because it cannot be given back after it has been used. He went on to express a concern for the levels of fluoride in the water supply provided by outside sources, as well as the possibility of lead contamination.

**Elizabeth Logan**, Compton resident, contended that Compton has the highest water bills in the world because her water bill is on average $100 a month. She went on to state that on several occasions, she noticed that her meter was not being read while her water bill remained the same. On motion by Zurita, seconded by Sharif, the public hearing was closed at 7:49 p.m., by the following vote on roll call:

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

**COUNCIL COMMENTS ON THE PUBLIC HEARING** - There were no Council Comments.

**6:00 P.M. PUBLIC HEARING - TO RECEIVE PUBLIC COMMENTS REGARDING FIREWORKS PROGRAMS**

On motion by Zurita, seconded by Sharif, the public hearing was opened at 7:50 p.m., by the following vote on roll call:

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

**City Attorney Craig Cornwell** introduced the item and read Section 22-2 of the Compton Municipal Code which outlines the City's fireworks program. Mr. Cornwell stated that it is illegal for anyone to manufacture, possess, or sell dangerous fireworks in the City of Compton; and to discharge any dangerous fireworks is banned and cited in the current ordinance. Furthermore, the City of Compton allows charitable organizations to participate in a random drawing; wherein successful applicants have two years to participate and the number of applicants is determined by the census population which is not to exceed 15 for the sale of Safe "N" Sane fireworks.

**PUBLIC COMMENTS ON THE PUBLIC HEARING**

The following residents spoke in opposition to the sale and use of any fireworks in the City of Compton: Robert Ray, David Irons, Marjorie Shipp, Heron Carillo, and Susan Adams.

The following residents spoke in support of the sale and use of permitted fireworks in the City of Compton on behalf of the local non-profit organizations and recommended the use of additional enforcement to prohibit the use of illegal fireworks: Pastor Alex Leon, Benjamin Holifield, Joyce Kelly, Lynn Boone, Leroy Guillory, Bray Ackerly, Maria Villa Real, and John Kelly (Vice President of TNT fireworks).

**Captain Thatcher**, Sheriff's Department, stated that he supports the use of Safe "N" Sane fireworks as a way for parents to show their children that they can abide by the law and utilize Safe "N" Sane fireworks while maintaining their family safety. Additionally, he affirmed his dedication to following the law and serving the City of Compton.

**Bryan Batiste**, Fire Chief, presented the City Council with manuals that describe the approved fireworks and the parameters for citing citizens.

On motion by Zurita, seconded by McCoy, the public hearing was closed at 7:49 p.m., by the following vote on roll call:

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

#1.

**COUNCIL COMMENTS ON THE PUBLIC COMMENTS**

**Councilperson Zurita** recommended a stream of townhall meetings be held to receive citizen input on this issue and further requested that the City begin to prepare for a city-wide fireworks show and carnival in the sixty days, in the event the City decides to make fireworks illegal in the City of Compton.

**Councilperson Sharif** agreed with the idea of hosting a townhall meeting to receive citizen comments on this issue, in response to the input she received from the residents that participated in last week's townhall meeting.

**Councilperson McCoy** recommended a series of townhall meetings be scheduled to address this issue in an effort to assist the non-profit organizations with monetary funding.

**6:15 P.M. PUBLIC HEARING - MASTER FEE SCHEDULE (Item 5 #) (CONTINUED TO TUESDAY, JULY 26, 2016 AT 5:35 P.M.)**

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

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

**PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS**

**Bishop Leroy Guillory**, Compton resident, recognized 16-year old Isaiah Cooper on his accomplishments in aviation and announced a celebration on his behalf to be held Saturday, August 13, 2016 from 6 p.m. to 9 p.m. at Tomorrow's Aeronautical Museum.

**Juan Reynoso**, graffiti removal service provider, informed the City Council that his company submitted a bid in response to an RFP for graffiti removal services on October 15, 2015; and on January 26, 2016, staff recommended to have the bids rejected in order to release a new RFP that included pro-active monitoring. Mr. Reynoso indicated that their bid included a number of pro-active measures for far less than what the City is paying the current contractor. He questioned why staff is once again recommending to extend this contract when his company offered a substantially more comprehensive and far less costly service to the City.

**Maria Gutierrez**, graffiti removal service provider, asked the City to address why they are willing to pay more money for a less comprehensive graffiti removal service opposed to a more professional approach that offers more items for the City.

**Lucina Lucio**, Latino Lives Matter, solicited the community to come together as one race of people.

**William Arrant**, Compton resident, inquired about the opening of the Transit Center.

**Mayor Brown** stated that there are currently no plans for the site. Mr. Arrant went on to request lighting on the bus stops on Central Avenue and Rosecrans.

**Councilperson Sharif** inquired about Press Juicery at the Transit Center.

Mayor Brown stated that retail is planned for the bottom portion of the Transit Center. Mr. Arrant inquired about parking in the area.

Mayor Brown answered that parking is available at the Transit Center.

**Councilperson McCoy** inquired about a plan to restore the Greyhound bus terminal service at the Transit center. City Manager Haley answered that he is not aware of any plans for Greyhound to lease space at the Transit Center.

**Councilperson Zurita** requested an update on the billboard bus stop project that has been ongoing for ten years or more.

**Clinton Stewart**, Compton resident, demanded that the person in charge of the upkeep and beautification of the City trim the trees, cut the grass, and clean up the trash.

**Rodney Andrews**, Compton resident, commended Councilperson Zurita for her work in the employment, education, and autism communities. He also asked that everyone, regardless of their race or national origin, to make an effort to work together.

**Christy Hong**, International Youth Fellowship, introduced the 2016 International Youth Fellowship World Camp to the youth of Compton.

**Robert Ray**, Compton resident, reported that Paramount Petroleum pays the City by the barrel for using Compton's pipelines as it relates to Item No. 7. He advised the City Council to remove Item No. 12 contending that Measure P is involved in two legal issues - a recount and a declaration for it to be invalidated.

**Benjamin Holifield**, Compton resident, professed ambitions of declaring Compton a safe, clean, and business friendly city.

**Kyron Kopanos**, Compton resident, stated that it is important for everyone to try to work together instead of complaining about what's wrong with the City.

**Lizette**, 1020 West Compton Boulevard, filed a public complaint against Mr. Holifield, alleging continued harassment.

**David Irons**, Compton resident, made comments about voter fraud, gang members, and the need for more youth programs.

**Herbert Arceneaux**, Compton resident, expressed a concern for the construction being built at 716 Rosecrans between Chester and Santa Fe.

**Robert Delgadillo**, Senior Planner, stated that the residential property was approved by the Planning Commission for three units. It is currently zoned commercial. The item went before the Planning Commission for a conditional use permit but it was denied because staff felt the property should primarily be used for a commercial purpose. The item was appealed by Council and they remanded the case back to the Planning Commission with the condition that a Phase I study be performed. The applicant conducted the Phase I study, the Planning Commission reversed its decision and approved the project as a residential project for three townhouse units without variances, to include two car garages and guest parking spaces.

**Muhammad Mubarak**, mural artist, requested an opportunity to showcase his drawing to the City Council. Mr. Mubarak revealed his rendering of Muhammad Ali.

**Barbara Dorsey**, Compton resident, pleaded with the community to work together.

**Mary Edwards**, Compton resident, commented on the success of the USC Southern California Cricket Cub at Gonzales Park and awarded Marvin Hunt, Councilperson Janna Zurita and Councilperson Tana McCoy for their support and participation.

**Maria Villa Real**, Compton resident, announced the grand opening of the Latino Chamber of Commerce to be held Friday, July 22, 2016 from 2 p.m. to 5 p.m. at 204 West Rosecrans Avenue. The “Second Networking Event” will be held at El Petrero's restaurant on Tuesday, July 26, 2016. A First-time Homebuyer's Workshop will be held on Friday, July 29, 2016 at 700 North Bullis Road.

**Joyce Kelly**, Compton resident, stated that in regards to the bond issuance, the information the residents received concerning the resolution said nothing about lease revenue, it said the sale of the series 2016 bonds. She went on to state that the Transit Center was built with Lease Revenue Bonds and that Press Juicery (which costs the City $100,000) is not there either. She further questioned who in the City of Compton has civil rights because Mayor Brown took them away.

She insisted that only two people run the City and that's Aja Brown and Roger Haley. And lastly, she accused Dial-A-Ride taxi services of sub-contracting with another company and mistreating the people.

**Lynn Boone**, Compton resident, addressed Item No. 18 and declared that Mr. Walker be corrected because his report indicates that the mayor is the presiding officer of the City Council and official head of the City. She maintained that the mayor is the head for ceremonial purposes only and that the power of the city is vested in all five members of the City Council - with the city manager as their employee. Ms. Boone inquired about the facilities that will be used as collateral under Item No. 10 and requested the date of the appraisals for City Hall, the Council Chambers, and the fire stations because the amounts are low. And lastly, she questioned how the master fee schedule can be included on page 30 of Item No. 18 if the item has been postponed three times.

## CONSENT AGENDA

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

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

**APPROVAL OF MINUTES**

2. July 5, 2016 **(Approved)**

## END CONSENT AGENDA

## REGULAR AGENDA

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

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

   DESIGNATION OF VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE (October 5-7, 2016)

On motion by Brown, seconded by Zurita, the City Council nominated Councilperson Isaac Galvan to the designee position, Councilperson Tana McCoy to the first alternate position, and Mayor Brown to the second alternate position, by the following vote on roll call:

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

**CITY MANAGER'S REPORT**

4. A REQUEST FOR CONTINUANCE OF HEARING TO DISCUSS AND ADOPT THE MASTER FEE SCHEDULE FOR THE CITY OF COMPTON TO JULY 26, 2016 AT 5:35 P.M. (APPROVED)

5. Ombudsman International Inc. Report on Gang Intervention Program - Bishop Leroy Guillory **(REAGENDAD 7/26/2016)**

**CITY ATTORNEY'S REPORTS**

**CLOSED SESSION**

6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Castillo, et al VS City of Compton, et al, - Case No. 16CV02863 DMG(KS)
Pursuant to California Government Code Section 54956.9(d)(1)

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

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

**UNFINISHED BUSINESS**

7. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON GRANTING 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 WITHIN THE JURISDICTION OF THE CITY OF COMPTON (Second Reading)

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

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

It was moved by Sharif, seconded by Brown (who stepped from the Chair) to approve the ordinance.

**City Clerk Alita Godwin** cited a change on the floor - in the eighth whereas, the date should read August 18, 2016 to August 17, 2041 and section two should also read August 18, 2016 to August 17, 2041.

**City Manager Haley** stated that the City Council wanted additional information on the comparable industry standard fee ($1.68 per cubic foot) used by the surrounding cities as well as the commonplace of granting 25-year franchise agreements.

**Glen Kau**, Director of Public Works, indicated that staff calculated the $1.68 per cubic foot used by the city of Carson and compared the two existing fee ordinances and determined that the fee is the same, and that the difference is in the original ordinances because the pipes were looked at as segmented. In the proposed ordinance, the pipes are looked at by total length of a particular pipe diameter. In regards to the 25-year franchise agreement, staff discovered that Lynwood has a 15-year franchise agreement with a $1.55 rate, Whittier has a 5-year agreement with 4 additional five-year terms, Los Angeles has a 15-year term, and Los Angeles County has a 15 year term.

**Councilperson Sharif** questioned why Compton has a 25-year franchise agreement when neither of the cities mentioned have a 25-year agreement.

Mr. Kau stated that the 25-year agreement guarantees the City gets the highest annual consumer price index rate.

**Councilperson Zurita** stated that she is not comfortable with issuing a 25-year franchise agreement.

**Councilperson McCoy** stated that she too, is not comfortable with issuing a 25-year franchise agreement.

Councilperson Sharif asked Mr. Kau to address whether or not this is a time sensitive item.

Mr. Kau stated that this is not a time sensitive item, although the agreement expired July 6, 2016.

The City Council discussed the feasibility of negotiating a five year franchise agreement and instructed the City Manager to bring the item back.

On motion by Zurita, seconded by McCoy, to extend the meeting past the four-hour mark, by the following vote on roll call:

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

Councilperson McCoy requested additional documentation regarding the franchise agreements with the surrounding cities.

Mr. Kau suggested that City Council consider the 5-year agreement with four (4) five (5) year term extentions.

Councilperson Zurita recommended that Council approve Mr. Kau's suggestion.

On motion by Zurita, seconded by Sharif, to approve a 5-year franchise agreement with four 5-year term extention was approved, by the following vote on roll call:

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

**NEW BUSINESS**

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON IMPLEMENTING A FISCAL TRANSPARENCY AND ACCOUNTABILITY POLICY INCLUDING CITY CONTROLLER DUTIES, CONSISTENT WITH ARTICLE VII AND ARTICLE XIV OF THE CITY CHARTER

**Councilperson Zurita** asked the City Attorney to address the legalities of Council changing the job specifications.

**City Attorney Cornwell** assured Councilperson Zurita that this resolution does not conflict with the responsibilities of the City Controller as stated in the City Charter, this is a supplemental request and is properly before the City Council for a vote.

**Councilperson Sharif** questioned whether or not this resolution is being brought forward to ensure that anyone in the seat of the City Controller does the job in accordance with the City Charter.

**Mayor Brown** stated that the intent of the resolution is to outline and give clarity to the position.

Councilperson Zurita stated that this item seems redundant and questioned its purpose when the job duties are described in the City Charter.

Mayor Brown stated that it is not in the City Charter for the City Controller to provide monthly revenue and expenditure reports and if it were, the City would not have a $42M deficit.

Councilperson Zurita contended that those are additional duties that should be taken to the unions in a meet and confer.

Mayor Brown deferred to the City Attorney.

City Attorney Cornwell stated that he believes the resolution is consistent with the current responsibilities of the position.

On motion by Zurita, seconded by McCoy, **Resolution # 24,381** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON IMPLEMENTING A FISCAL TRANSPARENCY AND ACCOUNTABILITY POLICY INCLUDING CITY CONTROLLER DUTIES, CONSISTENT WITH ARTICLE VII AND ARTICLE XIV OF THE CITY CHARTER"** was approved, by the following vote on roll call:

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

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO MELVINNA SHARP FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2016-2017 ($35,500)

On motion by Sharif, seconded by Brown, **Resolution # 24,382** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO MELVINNA SHARP FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2016-2017 ($35,500)"** was approved, by the following vote on roll call:

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

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH C. H.A.N.G.E. FOUNDATION FOR GRAFFITI REMOVAL SERVICES FOR FISCAL YEAR 2016-2017 ON AN URGENT NEED BASIS

It was moved by McCoy, seconded by Brown (who stepped from the Chair), for discussion.

**Councilperson Sharif** inquired about the RFP process.

**City Manager Haley** stated that Public Works staff are in the process of developing the RFP for graffiti removal services.

Councilperson Sharif requested the timeline for completion.

City Manager Haley estimated a three month period to prepare the RFP, evaluate responses, and bring the item before City Council.

Councilperson Sharif expressed a concern for contracts for this amount of money that have not undergone the RFP process. She recommended a three month contract to this company until the RFP process is completed.

**Councilperson McCoy** suggested a four month contract to allow for the completion of the RFP process.

**Councilperson Zurita** stated that she recalls hearing the City Manager say that the item went out to bid.

City Manager Haley stated that he recalls talking to Public Works staff regarding the preparation of the RFP process.

**City Attorney Cornwell** confirmed that the item went out to the bid previously, however the bids were rejected because the information and request was not what the City wanted.

Councilperson Zurita stated that she cannot support non-bid contracts.

**Mayor Brown** asked that the item be amended to the council's request to reduce the contract to $50,000 over a four-month term; and that the RFP be issued with the results presented to the City Council with staff's recommendation.

**AMENDED MOTION**
To reduce the contract to $50,000 over a four-month term to provide time for the RFP process.

On motion by McCoy, seconded by Brown, **Resolution# 24,383** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH C. H.A.N.G.E. FOUNDATION FOR GRAFFITI REMOVAL SERVICES FOR FISCAL YEAR 2016-2017 ON AN URGENT NEED BASIS"** was approved for $50,000 over four months to provide time for the RFP process, by the following vote on roll call:

**AYES: Council Members - McCoy, Sharif, Brown**
**NOES: Council Members - Zurita**
**ABSENT: Council Members - Galvan**

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2016-2017 AND 2017-2018 TO ASSIST THE CITY ATTORNEY

On motion by Zurita, seconded by McCoy, **Resolution # 24,384** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2016-2017 AND 2017-2018 TO ASSIST THE CITY ATTORNEY"** was approved, by the following vote on roll call:

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

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF A SPECIAL MUNICIPAL ELECTION IN THE CITY OF COMPTON HELD IN THE CITY ON JUNE 7, 2016

It was moved by Brown (who stepped from the Chair), seconded by McCoy, for discussion.

**City Attorney Cornwell** reported that it is a requirement that the City acknowledge the certification from the County of Los Angeles; and within the attachments, is a letter from Dean C. Logan, Registrar Recorder for the County Clerk, certifying the election results along with the vote tally.

***Councilperson McCoy exited the meeting at 10:26 p.m.**

**Councilperson Sharif** declared that she reserves the right to accept and receive new information on this election in the near future.

On motion by Brown, seconded by McCoy, **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF A SPECIAL MUNICIPAL ELECTION IN THE CITY OF COMPTON HELD IN THE CITY ON JUNE 7, 2016"** failed, by the following vote on roll call:

**AYES: Council Members - Sharif, Brown**
**NOES: Council Members - Zurita**
**ABSENT: Council Members - Galvan, McCoy**

Resolution failed for lack of a majority vote.

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE TITLE VI PROGRAM UPDATE PURSUANT TO THE CIVIL RIGHTS ACT OF 1964 AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE REPORT TO THE FEDERAL TRANSPORTATION ADMINISTRATION

**Mayor Brown** asked the City Manager to summarize this resolution on behalf of the citizens of Compton.

**City Manager Haley** stated Title Six of the Civil Rights Act of 1969 prohibits discrimination on the basis of race, color, and national origin, so therefore the City is required to approve this resolution as some of its programs receive federal funding.

***Councilperson McCoy entered the meeting at 10:29 p.m.**

On motion by Zurita, seconded by Brown, **Resolution # 24,385** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE TITLE VI PROGRAM UPDATE PURSUANT TO THE CIVIL RIGHTS ACT OF 1964 AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE REPORT TO THE FEDERAL TRANSPORTATION ADMINISTRATION"** was approved, by the following vote on roll call:

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

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING THE ANNUAL MEMBERSHIP FEE, THE I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS) REPORT FEE AND THE SR-91/I-605/I-405 MAJOR CORRIDOR STUDY FEE FOR FISCAL YEAR 2016-2017 ($87,116.68)

**Mayor Brown** asked the City Manager to summarize this item on behalf of the public.

**City Manager Haley** stated that as a member of the GCCOG, the City of Compton is required to pay an annual membership fee which includes administration, and cost sharing, transportation assessments, MTA staff reports, local participation in the environmental impact report in regards to the 710 corridor, and local participation in the 91/605/405 major corridors.

**Councilperson Zurita** asked the City Manager to make certain that payments are made on time.

On motion by Zurita, seconded by Sharif, **Resolution #24,386** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING THE ANNUAL MEMBERSHIP FEE, THE I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS) REPORT FEE AND THE SR-91/I-605/I-405 MAJOR CORRIDOR STUDY FEE FOR FISCAL YEAR 2016-2017 ($87,116.68)"** was approved, by the following vote on roll call:

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

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD FOR ANNUAL WASTE DISCHARGE FEES FOR THE PUBLIC WORKS DEPARTMENT ($35,342)

On motion by Zurita, seconded by Sharif, **Resolution # 24,387** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD FOR ANNUAL WASTE DISCHARGE FEES FOR THE PUBLIC WORKS DEPARTMENT ($35,342)"** was approved, by the following vote on roll call:

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

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES FOR CITY'S LEGISLATIVE BODIES FOR FISCAL YEAR 2016-2017 ($35,000)

On motion by Zurita, seconded by Sharif, **Resolution # 24,388** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES FOR CITY'S LEGISLATIVE BODIES FOR FISCAL YEAR 2016-2017 ($35,000)"** 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**

17. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 9-10.1 AND 9-10.12 OF CHAPTER IX OF THE COMPTON MUNICIPAL CODE RELATIVE TO CLARIFICATION OF THE TERM "GAMES" AND SUBJECTING INTERNET POKER REVENUES TO THE LICENSING FEES DUE THE CITY

**Mayor Brown** asked that this item be removed to allow for input from the casino.

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REFUNDING OF A PORTION OF BOND INDEBTEDNESS HERETO FOR ISSUED BY THE COMPTON PUBLIC FINANCE AUTHORITY AND NOW OUTSTANDING; TO PROVIDE FOR THE ISSUANCE OF REFUNDING BONDS BY THE COMPTON PUBLIC FINANCE AUTHORITY TO FINANCE, IN WHOLE OR PART, THE COST OF THE UNDERTAKING NOW CONTEMPLATED; TO AUTHORIZE THE FORMS OF AND DIRECTING THE EXECUTION AND DELIVERY OF THE SITE LEASE, THE FACILITY LEASE, TO AUTHORIZE THE USE OF AN ESCROW DEPOSIT AGREEMENT; TO AUTHORIZE THE PREPARATION, USE AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE SALE OF THE SERIES 2016 BONDS; AND FOR OTHER PURPOSES

**Councilperson Zurita** requested the removal of certain language from the staff report, as was stated under the Public Finance Authority.

**Councilperson Sharif** requested a list of the projects funded by the 2008 Lease Revenue Bonds.

On motion by Zurita, seconded by McCoy, **Resolution # 24,389** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REFUNDING OF A PORTION OF BOND INDEBTEDNESS HERETO FOR ISSUED BY THE COMPTON PUBLIC FINANCE AUTHORITY AND NOW OUTSTANDING; TO PROVIDE FOR THE ISSUANCE OF REFUNDING BONDS BY THE COMPTON PUBLIC FINANCE AUTHORITY TO FINANCE, IN WHOLE OR PART, THE COST OF THE UNDERTAKING NOW CONTEMPLATED; TO AUTHORIZE THE FORMS OF AND DIRECTING THE EXECUTION AND DELIVERY OF THE SITE LEASE, THE FACILITY LEASE, TO AUTHORIZE THE USE OF AN ESCROW DEPOSIT AGREEMENT; TO AUTHORIZE THE PREPARATION, USE AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE SALE OF THE SERIES 2016 BONDS; AND FOR OTHER PURPOSES"** was approved, by the following vote on roll call:

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

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

**COUNCIL COMMENTS**

**Councilperson Zurita offered the following communications/announcements:**

- Stated that she has yet to receive a report on the camera project maintenance, monitoring, and updating processes.
- Requested a report back on whether or not a separate account will be set up for property taxes deposited into the General Fund.
- Recognized city staff and the company working on the Central Avenue Street Project.
- Asked the City Manager to assist her in identifying a place within City Hall that will publicly recognize the accomplishments of Compton residents, such as a wall of fame.
- Requested a Counsel for the City Council item be placed on the agenda.

**Councilperson McCoy offered the following communications/announcements:**

- Thanked the Compton Initiative for rehabilitating Tibby Elementary School.
- Requested the status on the left hand turning signal at Greenleaf Boulevard and Wilmington.
- Attended the Mosquito Abatement District Special District Conference with Councilperson Zurita last Tuesday.
- A Free Movie in the Park is being offered to the residents on Friday, July 22, 2016 at Burrell McDonald Park beginning at 7 p.m.

**Councilperson Sharif offered the following communications/announcements:**

- Commented on the success of the community townhall meeting and Senior Summer Luau held over the weekend.
- Wished Mrs. Willie Armstrong and Phyllis Phillips a Happy Birthday.
- Asked the City Manager to investigate the property at 2601 East Alondra Boulevard.
- Requested an update on Pressed Juiciery and when they will be coming to Compton.

#1.

**Meeting adjournments**
Venus Webb
Carlos Delgado
Willie Benjamin

**Mayor Brown offered the following communications/announcements:**

- Thanked KJLH, Karen Slade and her staff for their "Taking It to the Streets of Compton Kick-Off" event hosted at Compton College.

- "Young Ladies & Women's Empowerment Initiative Orientation Meeting" will be held Wednesday, July 27, 2016 at 7 p.m. at the Dollarhide Community Center.

- "Measure P Community Celebration" will be held Saturday, July 23, 2016 from 1 p.m. to 4 p.m. at Wilson Park.

- "Kaboom! Playground Design Day" will be held Wednesday, July 20, 2016. Design time is 4 p.m. for the youth and 5 p.m. for adults. RSVP at (562) 817-0822.

- Compton My Brother's Keeper (MBK) Young Men's Empowerment and Peace Summit" will be held July 29-31, 2016. Registration is open now.

- "Citizens Served" is an online portal that will allow citizens to submit a variety of applications online at www.comptoncity.org.

- "Soccer & Tennis Clinics" will be going on from July 9, 2016 to September 17, 2016 at Kelly Park and Lueders Park. For more information contact Parks and Recreation at (310) 605-5688.

**REPORT OUT OF CLOSED SESSION**

**City Attorney Cornwell** reported out of closed session conference with legal counsel - existing litigation Castillo, et al VS City of Compton, et al, - Case No. 16CV02863 DMG(KS) pursuant to California Government Code Section 54956.9(d)(1). No reportable action was taken.

**ADJOURNMENT**

On motion by Sharif, seconded by McCoy, the meeting was adjourned at 11:26 p.m. in memory of **Venus Webb**, **Carlos Delgado**, and **Willie Benjamin**, by the following vote on roll call:

_____ _____

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

**July 26, 2016**

**TO:** **MAYOR AND COUNCIL MEMBERS**

**FROM:** **KIMBERLY MCKENZIE**
**CAREERLINK DIRECTOR**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LONG BEACH CITY COLLEGE TO CONDUCT A COMPTON JOB TRAINING PROGRAM FOR THE BRICKYARD PROJECT SITE ($50,000)**

## SUMMARY

A resolution authorizing the City Manager to enter into an agreement with Long Beach City College to conduct a Compton Job Training Program for the Brickyard project site.

## BACKGROUND

As specified in the Development Agreement for the Brickyard project, the City of Compton was awarded $250,000 to conduct a Compton Job Training Program. The purpose of the training program is to prepare and equip Compton residents with the necessary skills to prepare for the anticipated jobs at the Brickyard project site. The City of Compton received the training funds in February 2016 and staff has identified a certified training program that is appropriate for this project. The training program and course outline was reviewed by the developers and deemed ideal for this project as well.

## STATEMENT OF ISSUE

According to the Bureau Labor Statistics for March 2016, Compton's Unemployment rate of 7.8% is 64% higher than the national rate (5.0%) and 72% higher than the California rate (5.6%). With Compton's estimated population of 98,597, 49% of Compton's population, age 16 years and older, is unemployed and not in the labor force. The City of Compton is committed to offering training and employment opportunities that will affect these statistics and assist with providing local residents with the necessary skills that lead to employment and self-sufficiency.

Staff has proposed to collaborate with Long Beach City College to conduct Logistic/Warehouse Worker training to prepare Compton residents for the upcoming jobs at the Brickyard site. Long Beach City College has a Department of Labor grant to

deliver several LINCS Supply Chain Management courses. City of Compton CareerLink has reviewed all Supply Chain Management courses and identified a three course certification track of 96 hours which includes a Council of Supply Chain Management Professionals (CSCMP) exam for each track, where participants can earn a LINCS SCPro Fundamentals professional association and their credentials are industry-recognized globally.

The Compton Job Training Program courses will consist of *Supply Chain Management Principles, Warehousing Operations and Customer Service Operations*. Participants who successfully complete the program will also be awarded a Certification of Completion from Long Beach City College's Workforce Development department.

Long Beach City College's grant funds will cover the training cost from June 2016 – March 2017 and will be free to Compton residents. City of Compton will utilize its job training funds to cover the cost of additional training after March 2017 when Long Beach City College's grant has been exhausted.

An additional component of the training program is the Employment Readiness/Preparation Workshops. The City of Compton will utilize its training funds to cover the cost of the Employment Readiness/Preparation workshops in the areas of completing job applications, resume development and interview techniques.

Staff anticipates training approximately 250 Compton residents. Compton residents will be recruited citywide utilizing various forms of media such as City website, dissemination of flyers in various locations, Channel 36, billboards, presentations at community meetings, email blast to community-based organizations, etc. Eligibility criteria for the training courses simply include being a Compton resident and having a minimum 10$^{th}$ grade reading level as indicated by a standardized test.

All training will take place at the Compton CareerLink Center. Staff will prepare and execute a Service Agreement with Long Beach City College upon City Council approval.

## FISCAL IMPACT

The Long Beach City College Department of Labor grant funds will be utilized to cover the cost of training from August 2016 – March 2017, which is valued at approximately $2,700 per student. Training will be free for Compton residents.

The City of Compton will utilize its training funds received from Trammell Crow to cover the cost of the Employment Readiness/Preparation workshops from June 2016 – March 2017 at a rate of $4,925 per class of 25 students for an amount not to exceed $50,000.

Funds are available as follows:

| | | |
|---|---|---|
| 1015-810-000-4262 | Other Professional Services | $200,000 |

**RECOMMENDATION**

Staff recommends approval of this resolution to move forward with conducting a Compton Job Training Program to train and prepare Compton residents for upcoming jobs at the Brickyard project site.

**KIMBERLY MCKENZIE**
**CAREERLINK DIRECTOR**

**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 AN AGREEMENT WITH LONG BEACH CITY COLLEGE TO CONDUCT A COMPTON JOB TRAINING PROGRAM FOR THE BRICKYARD PROJECT SITE ($50,000)**

**WHEREAS,** the City of Compton received $250,000 from Trammell Crow to conduct a Compton Job Training Program as part of the development agreement for the Brickyard project site; and

**WHEREAS,** the City Manager request approval to partner with Long Beach City College to leverage resources and utilize the LINCS (Leveraging, Integrating, Networking and Coordinating Supplies) Supply Chain Management grant to fund the Compton Job Training Program from August 2016 to March 2017; and

**WHEREAS,** the LINCS Supply Chain Management grant was created by the US Department of Labor (USDoL) in 2009 to provide colleges with funds to expand their ability to deliver education and career training programs that prepare career seekers for employment in high-wage, high skilled occupations; and

**WHEREAS,** the City Manager request approval to enter into an agreement with Long Beach City College to conduct the Supply Chain Management training at the CareerLink facility; and

**WHEREAS,** the Compton Job Training Program, for the Brickyard site, will consist of a certified three (3) course certification track 96-hour program in the areas of: Supply Chain Management Principles, Warehouse Operations and Customer Service Operations; and

**WHEREAS,** each course includes a Council of Supply Chain Management Professionals (CSCMP) exam where career seekers can earn a LINCS SCPro Fundamentals professional association of which credentials are industry-recognized globally; and

**WHEREAS,** the Compton Job Training Program will also consist of 16 hours of employment readiness preparation workshops in the areas of: completing job applications, resume writing and interview techniques; and

**WHEREAS,** there is a need to authorize the City Manager or his designee to conduct a Compton Job Training Program.

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

**Section 1.** That the City Manager is authorized to enter into an agreement with Long Beach City College to conduct the Compton Job Training Program utilizing their US Department of Labor (USDOL) LINCS Supply Chain Management grant from August 2016 to March 2017 to train 250 career seekers.

**Section 2.** That the City Manager is authorized to enter into an agreement with Long Beach City College to conduct Employment Readiness Preparation workshops to train 250 Compton residents, in an amount not to exceed $50,000.

**Section 3.** That training will be conducted at the CareerLink facility.

**Section 4.** That the Compton Job Training Program funds are available in the FY 2016-2017 budget as follows:

| | | |
|---|---|---|
| 1015-810-000-4262 | Compton Job Training Program | $200,000 |

**Section 5.** That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, Career*Link* and the City Attorney.

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

**ADOPTED** this ____ day of _____, 2016.

_____
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

_____
**CITY CLERK OF THE CITY OF COMPTON**

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

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

#2.

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **CareerLink**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LONG BEACH CITY COLLEGE TO CONDUCT A COMPTON JOB TRAINING PROGRAM FOR THE BRICKYARD PROJECT SITE ($50,000)**

| | |
|---|---|
| ***Kimberly McKenzie*** | **7/21/2016 10:30:13 AM** |
| DEPARTMENT MANAGER'S SIGNATURE | DATE |

**REVIEW / APPROVAL**

| | |
|---|---|
| ***Merle Greene*** | **7/21/2016 5:00:39 PM** |
| CITY ATTORNEY | DATE |
| ***Barbara Rumbaoa*** | **7/21/2016 11:15:40 AM** |
| CITY CONTROLLER | DATE |
| ***Roger Haley*** | **7/21/2016 10:43:53 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. |

**July 26, 2016**

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

**FROM:** **CITY MANAGER**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATION FOR THE POSITION OF CLAIMS TECHNICIAN**

## SUMMARY

Adoption of the attached resolution will approve amending the City's Position Classification Plan by revising the classification specification for the position of Claims Technician within the City Attorney's Office.

## BACKGROUND

With concurrence of the City Manager, the City Attorney and Risk Manager undertook a review of the City's Position Classification for the position of Claims Technician. Based upon that review, it is recommended that in order to best serve the City's need for effective and efficient administrative support for the Risk Management Division of the City Attorney's Office, that the Claims Technician classification specification be revised.

City Management and representative(s) of the Local Union of Municipal Non-Supervisory Employees ("LUMNSE")/AFSCME Local 3947 met and conferred on the proposed revised classification on May 16, 2016, and have agreed to the proposed revisions.

Subsequent to conducting a properly noticed and public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed revisions to the Claims Technician classification specification and recommended approval and adoption thereof to the City Council at its June 2, 2016 meeting.

## STATEMENT OF ISSUE

The Claims Technician position was last revised in 2001. Due to fiscal difficulties, the position was de-funded during the 2011 workforce reductions and was only recently reinstated in the City Attorney's Office budget for Fiscal Year 2016-2017.

On review of the City's Position Classification Plan for the position of Claims Technician, the City Attorney and Risk Manager believe that updating and clarifying language is needed to properly maintain administrative efficiency in the Risk Management/Workers' Compensation Division. While the Claims Technician position primarily works with the Risk Management/Workers' Compensation Division, the position also provides general support for various functions of the City Attorney's Office as a whole.

The Claims Technician position has always been a vital and necessary job in the Risk Management Division in that it is the Division's only clerical/administrative position, hence all processing of benefits, paperwork, filing, etc. is the function of the Claims Technician. This is a key position particularly as concerns compliance with mandated State law requirements for delivery of timely benefits and notices to injured workers. Workers' Compensation claims staff interact with doctors, attorneys, attend hearings, recover damages on subrogation claims, rate and access doctor's reports pursuant to mathematical formulas provided by the State, report to the excess carrier, interact with excess insurance claims personnel, prepare claims for trial and/or settlement, maintain diaries, daily and consistently document the claims database, assists and prepares CalPERS filings for disability retirements, attends and prepares for interactive process meetings, attends mandatory legislative update training modules and daily interacts with City staff to insure that all these regulations are met.

The Claims Technician position works under general supervision to perform administrative and technical tasks involved in processing liability and workers' compensation claims, as well as vendor and attorney invoices in connection with the City's self-insured/administered insurance program, and other related work as required. This position is the only administrative position within the Risk Management/Worker's Compensation Division and is essential for expeditious management of check processing, benefit processing, and other requirements mandated by the State for proper claims handling.

Revisions to this position classification are recommended to ensure more contemporary language which better describes the job duties and responsibilities, better conveys the City's desires for fulfillment of the position and better communicates to prospective applicants the City's goals.

## FISCAL IMPACT

There will be no further or additional fiscal impact to the City's budget as a result of adopting the attached Resolution. The position and salary for this proposed revised classification specification is included in the 2016-2017 Fiscal Year budget.

## RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**ROGER L. HALEY**
**CITY MANAGER**

RLH:CJC:RAR:rar

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATION FOR THE POSITION OF CLAIMS TECHNICIAN**

**WHEREAS,** with the concurrence with the City Manager, the City Attorney and Risk Manager undertook a review of the City's Position Classification for the position of Claims Technician; and

**WHEREAS,** based upon that review, it is that in order to best serve the City's need for effective and efficient administrative support for the Risk Management Division of the City Attorney's Office, that updating and clarifying language is needed to properly maintain administrative efficiency in the Risk Management/Workers' Compensation Division and the City Attorney's Office as a whole; and

**WHEREAS,** revisions to this position classification are recommended to ensure more contemporary language which better describes the job duties and responsibilities, better conveys the City's desires for fulfillment of the position and better communicates to prospective applicants the City's goals; and

**WHEREAS,** City Management and representative(s) of the Local Union of Municipal Non-Supervisory Employees ("LUMNSE")/AFSCME Local 3947 met and conferred on the proposed revised classification on May 16, 2016, and have agreed to the proposed revisions; and

**WHEREAS,** pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, on June 2, 2016, the Personnel Board conducted a public hearing relative to the proposed revisions to the Claims Technician position; and

**WHEREAS,** following the close of the public hearing, on June 2, 2016 the Personnel Board did vote in favor of recommending that the City Council approve and adopt the proposed revised position of Claims Technician; and

**WHEREAS,** the position and salary for this proposed revised classification specification is included in the 2016-2017 Fiscal Year budget.

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

**Section 1.** That the existing classification specification for the Claims Technician position is hereby abolished.

**Section 2.** That the revised classification specification for the Claims Technician position is hereby approved and added to the City of Compton Position Classification Plan.

**Section 3.** That a duly certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, Human Resources and City Attorney's Office.

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

**ADOPTED** this ___ day of _____, 2016.

_____
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

_____
**CITY CLERK OF THE CITY OF COMPTON**

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

**PROPOSED REVISED CLASSIFICATION SPECIFICATION**

| | | |
|---|---|---|
| **City of Compton** | | |
| **CLAIMS TECHNICIAN** | | |
| **Department: City Attorney** | **Class Code:** | |
| **Revised Date:** | **FLSA Status:** | **Non-exempt** |
| **Personnel Board Approved: June 2, 2016** | **Bargaining Unit: AFSCME 3947** | |
| **Council Approved: Resolution No.** | | |

**GENERAL PURPOSE:** Under general supervision, to perform a variety of administrative and technical tasks involved in processing liability and workers' compensation claims, workers' compensation and general liability attorney and vendor invoices in connection with the City's self-insured/self-administered insurance program, and to do related work as required.

**SUPERVISION RECEIVED/EXERCISED:** The Claims Technician receives supervision from the Workers' Compensation Administrator and/or the Risk Manager. Technical oversight may be received from the Claims Examiner. The Claims Technician does not exercise supervisory responsibility.

**PRIMARY DUTIES AND RESPONSIBILITIES:**

*The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.*

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Prepares and maintains workers' compensation and liability insurance claim files.
- Maintains claim records, loss and accident reports, logs on status of claims, Cal-OSHA logs, insurance logs and policies.
- Processes medical, temporary and permanent disability payments/benefits to claimants and vendors.
- Processes liability payments and scans data into claims database.
- Maintains W-9s and assists with processing them.
- Composes routine letters and reports.
- Files and maintains a variety of records, forms and correspondence.
- Performs routine clerical duties, including but not limited to telephone coverage, processing mail, ordering office supplies, collating, copying, filing and faxing information.
- Develops system for organizing and managing files, as instructed by Risk Manager or Workers Compensation Administrator.
- Performs low exposure subrogation recovery.
- Interfaces with attorneys, doctors, investigators, insurance brokers and various City department management and personnel.
- Assists in self-insured programs check process on Thursdays, or alternate days designated by Risk Manager or Workers' Compensation Administrator.
- Operates and remains proficient in a variety of office equipment, including but not limited to a personal computer and various computer applications.

**City of Compton**
**Claims Technician**

- Attends safety meetings, records and prepares minutes of meetings.
- Attends division and department meetings as required.
- Performs other related duties as assigned or required.

**MINIMUM QUALIFICATIONS:**

**Education and Experience:**

Completion of at least 60 semester units from an accredited college or university in Business Administration, Public Administration or a related field AND at least two (2) years of progressively responsible clerical or administrative experience or training related to insurance, risk management or workers' compensation OR an equivalent combination of education and experience.

**Required Licenses or Certifications:**

- Must possess a valid California Class C Driver's License.

**Required Knowledge of:**

- Modern computer technology using various software applications such as Microsoft Office computer applications and other media communicating techniques.
- Office practices and procedures including business correspondence, filing and standard office equipment operation.
- Customer service techniques.
- Principles of record keeping.
- Knowledge of medical and technical terminology related to insurance programs is preferred.

**Required Skill in:**

- Developing and maintaining accurate recordkeeping systems.
- Maintaining confidential information and records.
- Learning and use of computer software in use by the City of claim processing.
- Composing letters, reports, memorandums and forms using proper grammar, spelling and punctuation.
- Handling multiple tasks and shift priorities to meet deadlines as needed.
- Understanding and carrying out complex oral and written instructions.
- Communicate effectively both verbally and in writing.
- Exercising judgment and discretion and responding courteously and tactfully in a wide range of situations.
- Establishing and maintaining effective working relationships with all levels of City employees, physicians, attorneys, insurance administrators and the public with a customer service orientation exercising tact and judgment in difficult or sensitive situations.

**City of Compton**
**Claims Technician**

**Physical Demands / Work Environment:**

- Work is performed indoors in an office setting.
- Work requires frequent light lifting, sorting and filing.
- Moderate finger dexterity and near vision is required.
- May be exposed to minor amounts of dust.

**PROPOSED REVISIONS TO CURRENT CLASSIFICATION SPECIFICATION**
**Strike-thrus = current language**
**Underlined = proposed language**

**City of Compton**

# CLAIMS TECHNICIAN

## ~~DEFINITION~~

~~Under general supervision, to perform a variety of routine administrative and technical tasks involved in processing indemnity claims for workers' compensation benefits and liability claims in connection with the City's liability insurance program; and to do other related work as required.~~

**GENERAL PURPOSE:** Under general supervision, to perform a variety of administrative and technical tasks involved in processing liability and workers' compensation claims, workers' compensation and general liability attorney and vendor invoices in connection with the City's self-insured/self-administered insurance program, and to do related work as required.

**SUPERVISION RECEIVED/EXERCISED:** The Claims Technician receives supervision from the Workers' Compensation Administrator and/or the Risk Manager. Technical oversight may be received from the Claims Examiner. The Claims Technician does not exercise supervisory responsibility.

## ~~EXAMPLE OF DUTIES~~

~~Prepare and maintain workers' compensation and liability insurance claims files; write case histories, reports and general correspondence; schedule medical appointments; process temporary and permanent disability benefits to claimants; process liability payments; input data into computer; interface with attorneys, doctors, investigators, insurance brokers and representatives from various City departments: attend safety meetings; record and prepare minutes of various meetings.~~

**PRIMARY DUTIES AND RESPONSIBILITIES:**

*The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.*

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Prepares and maintains workers' compensation and liability insurance claim files.
- Maintains claim records, loss and accident reports, logs on status of claims, Cal-OSHA logs, insurance logs and policies.
- Processes medical, temporary and permanent disability payments/benefits to claimants and vendors.
- Processes liability payments and scans data into claims database.

#3.

- Maintains W-9s and assists with processing them.
- Composes routine letters and reports.
- Files and maintains a variety of records, forms and correspondence.
- Performs routine clerical duties, including but not limited to telephone coverage, processing mail, ordering office supplies, collating, copying, filing and faxing information.
- Develops system for organizing and managing files, as instructed by Risk Manager or Workers Compensation Administrator.
- Performs low exposure subrogation recovery.
- Interfaces with attorneys, doctors, investigators, insurance brokers and various City department management and personnel.
- Assists in self-insured program's check processing in accordance with State requirements.
- Operates and remains proficient in a variety of office equipment, including but not limited to a personal computer and various computer applications.
- Attends safety meetings, records and prepares minutes of meetings.
- Attends division and department meetings as required.
    - Performs other related duties as assigned or required.

## MINIMUNM QUALIFICATIONS:

- **Education**: Completion of at least two (2) years (equivalent to 60 semester units) from an accredited college or university, preferably with course work in business administration, secretarial science, office administration, or a related field.

- **Experience:** Two (2) years of experience providing clerical or technical support involved in workers' compensation or liability claims program administration. Additional qualifying experience may be substituted for the education on a year-for-year basis.

**Education and Experience:**

Completion of at least 60 semester units from an accredited college or university in Business Administration, Public Administration or a related field AND at least two (2) years of progressively responsible clerical or administrative experience or training related to insurance, risk management or workers' compensation OR an equivalent combination of education and experience.

**Required Licenses or Certifications:**

- Must possess a valid California Class C Driver's License.

- **Knowledge of**: Modern computer technology using various software applications such as Microsoft Word, WordPerfect; office protocol, principles and standards; medical and technical terminology relevant to workers' compensation and liability insurance programs.

- **Ability to:** Handle confidential and sensitive information; communicate effectively, both manually and in writing; operate and use modern office equipment including a computer using word processing and other

~~appropriate office software/equipment; to transcribe dictated material with speed an accuracy; prepare clean, accurate and concise minutes and written reports; establish and maintain highly effective working relationships with staff and others encountered in the course of work.~~

**Required Knowledge of:**

- Modern computer technology using various software applications such as Microsoft Office computer applications and other media communicating techniques.
- Office practices and procedures including business correspondence, filing and standard office equipment operation.
- Customer service techniques.
- Principles of record keeping.
- Knowledge of medical and technical terminology related to insurance programs is preferred.

**Required Skill in:**

- Developing and maintaining accurate recordkeeping systems.
- Maintaining confidential information and records.
- Learning and use of computer software in use by the City of claim processing.
- Composing letters, reports, memorandums and forms using proper grammar, spelling and punctuation.
- Handling multiple tasks and shift priorities to meet deadlines as needed.
- Understanding and carrying out complex oral and written instructions.
- Communicate effectively both verbally and in writing.
- Exercising judgment and discretion and responding courteously and tactfully in a wide range of situations.
    - Establishing and maintaining effective working relationships with all levels of City employees, physicians, attorneys, insurance administrators and the public with a customer service orientation exercising tact and judgment in difficult or sensitive situations.

~~**LICENSE REQUIREMENT**: Possession of an appropriate operator's license issued by the State of California Department of Motor Vehicles.~~

## ~~PHYSICAL DEMANDS~~

~~The physical demands described herein are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be enable individuals with disabilities to perform the essential functions.~~

~~While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle or operate objects or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.~~

#3.

## ~~WORK ENVIRONMENT~~

~~The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually quiet.~~

**Physical Demands / Work Environment:**

- Work is performed indoors in an office setting.
- Work requires frequent light lifting, sorting and filing.
- Moderate finger dexterity and near vision is required.
- May be exposed to minor amounts of dust.

---

Personnel Board approved: ~~October 19, 2000~~
Council approved, Resolution No. ~~20,156 May 22, 2001~~

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **City Attorney**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATION FOR THE POSITION OF CLAIMS TECHNICIAN**

***Ruth Rugley*** **7/21/2016 5:52:07 PM**
DEPARTMENT MANAGER'S SIGNATURE DATE

**REVIEW / APPROVAL**

***Ruth Rugley*** **7/21/2016 8:09:47 PM**
CITY ATTORNEY DATE

***Barbara Rumbaoa*** **7/21/2016 7:44:12 PM**
CITY CONTROLLER DATE

***Roger Haley*** **7/21/2016 5:57:14 PM**
CITY MANAGER DATE

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

**July 26, 2016**

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

**FROM:** **CITY MANAGER**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO CITYWIDE VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF SUPPLIES AND SERVICES FOR FISCAL YEAR 2016-2017 ($708,806)**

## SUMMARY

Adoption of this resolution will authorize the City Manager to issue purchase orders to vendors commonly used by the various departments of the City.

## BACKGROUND

On May 17, 2016, City Council approved Resolution No 24,347 revising the current City policies and procedures to reduce the maximum approval level of the City Manger's expenditures from the current amount of $25,000 to $5,000. Purchase Orders for the same vendor, for the acquisition of related goods/services, and occurring in the same fiscal year shall be treated as one combined Purchase Order for purposes of determining if the $5,000 threshold is met.

The City frequently procures office supplies and other minor services that are needed to ensure effective performance of its business. These expenses, when combined with multiple departments, often exceed $5,000 which results in excessive Council warrants or departmental resolutions for minor purchases. In prior years, these procurements were done by individual departments from the same vendors. Several of the purchases were small in amount, but the City would benefit from collective negotiation or bulk discounts if those procurements were done collectively.

## STATEMENT OF ISSUE

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

## ALTERNATIVE

City departments would have to submit individual resolutions for each vendor.

## FINANCIAL IMPACT

Funds for the procurements have been appropriated in the Fiscal Year 2016-2017 budgets of the various departments as shown in “Appendix A”.

## RECOMMENDATION

It is recommended that the attached Resolution be adopted.

**ROGER L. HALEY**
**CITY MANAGER**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO CITYWIDE VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF SUPPLIES AND SERVICES FOR FISCAL YEAR 2016-2017 ($708,806)**

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

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

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

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

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

**SECTION 1**. That the City Manager is hereby authorized to issue purchase orders to vendors listed in "Appendix A" of this Resolution in the amounts not to exceed those stated in "Appendix A."

**SECTION 2.** That funds for the procurements have been appropriated in the Fiscal Year 2016-2017 budgets of the various Departments as shown in "Appendix A.".

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

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

**ADOPTED** this ____ day of _____, 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

#4.



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

COMMON VENDOR LIST
APPENDIX A

| VENDOR | DESCRIPTION | DEPARTMENT | FUND | AMOUNT | ACCOUNT DETAIL |
|---|---|---|---|---|---|
| Staples | General office supplies | City Council | General Fund | $700.00 | 1001-400-C01-4210 |
| Staples | General office supplies | City Council | General Fund | $1,000.00 | 1001-400-C01-4249 |
| Staples | General office supplies | City Council | General Fund | $700.00 | 100-400-C02-4210 |
| Staples | General office supplies | City Council | General Fund | $1,000.00 | 1001-400-C02-4249 |
| Staples | General office supplies | City Council | General Fund | $700.00 | 1001-400-C03-4210 |
| Staples | General office supplies | City Council | General Fund | $1,000.00 | 1001-400-C03-4249 |
| Staples | General office supplies | City Council | General Fund | $700.00 | 1001-400-C04-4210 |
| Staples | General office supplies | City Council | General Fund | $1,000.00 | 1001-400-C04-4249 |
| Staples | General office supplies | City Council | General Fund | $700.00 | 1001-400-C05-4210 |
| Staples | General office supplies | City Council | General Fund | $1,000.00 | 1001-400-C05-4249 |
| Staples | General office supplies | City Manager | General Fund | $11,000.00 | 1001-510-000-4210 |
| Staples | General office supplies | City Manager-Parking/Sec | General Fund | $1,000.00 | 1001-510-PS0-4210 |
| Staples | General office supplies | Grants | CDBG | $7,000.00 | 2800-510-000-4210 |
| Staples | General office supplies | City Clerk | General Fund | $1,000.00 | 1001-470-000-4210 |
| Staples | General office supplies | Human Resources | General Fund | $1,000.00 | 1001-560-000-4210 |
| Staples | General office supplies | Controller | General Fund | $7,000.00 | 1001-650-000-4210 |
| Staples | General office supplies | Fire | General Fund | $3,000.00 | 1001-690-000-4210 |
| Staples | General office supplies | Fire | Hazmat | $1,521.00 | 1003-690-000-4210 |
| Staples | General office supplies | Fire | General Fund | $4,000.00 | 1001-690-000-4218 |
| Staples | General office supplies | Fire | Hazmat | $1,500.00 | 1003-690-000-4218 |
| Staples | General office supplies | Public Works | Equipment Rental | $4,000.00 | 6000-720-000-4218 |
| Staples | General office supplies | Public Works | Lighting and Landscaping | $1,000.00 | 2502-710-000-4210 |
| Staples | General office supplies | Business License | General Fund | $10,000.00 | 1001-770-BLC-4210 |
| Staples | General office supplies | Planning | General Fund | $3,395.00 | 1001-780-000-4210 |
| Staples | General office supplies | Planning | General Fund | $11,050.00 | 1001-780-000-4218 |
| Staples | General office supplies | LHA | HUD | $500.00 | 2820-790-000-4210 |
| Staples | General office supplies | Parks & Recreation | General Fund | $3,100.00 | 1001-840-000-4210 |
| **Staples Total** | | | | **$79,566.00** | |
| | | | | | |
| Office Depot | General office supplies | City Attorney | General Fund | $4,000.00 | 1001-420-000-4210 |
| Office Depot | General office supplies | City Attorney | Worker's Comp | $1,000.00 | 6300-420-000-4210 |

#4.

COMMON VENDOR LIST
APPENDIX A

| | | | | | |
|---|---|---|---|---|---|
| Office Depot | General office supplies | City Treasurer | General Fund | $3,000.00 | 1001-440-000-4210 |
| Office Depot | General office supplies | City Clerk | General Fund | $2,700.00 | 1001-470-000-4210 |
| Office Depot | General office supplies | Human Resources | General Fund | $500.00 | 1001-560-000-4210 |
| Office Depot | General office supplies | Water | Enterprise Water Fund | $7,500.00 | 5000-900-000-4210 |
| **Office Depot Total** | | | | **$18,700.00** | |
| | | | | | |
| Quill | General office supplies | General Services | General Fund | $3,500.00 | 1001-600-000-4210 |
| Quill | General office supplies | Building & Safety | General Fund | $10,000.00 | 1001-770-000-4210 |
| **Quill Total** | | | | **$13,500.00** | |
| | | | | | |
| Kelly Paper | General office supplies | LHA | HUD | $500.00 | 2820-790-000-4210 |
| **Kelly Paper Total** | | | | **$500.00** | |
| | | | | | |
| TAJ Office Supply | General office supplies | City Treasurer | General Fund | $6,000.00 | 1001-440-000-4249 |
| TAJ Office Supply | General office supplies | City Manager | General Fund | $2,000.00 | 1001-510-000-4249 |
| TAJ Office Supply | General office supplies | General Services | General Fund | $5,000.00 | 1001-600-000-4249 |
| TAJ Office Supply | General office supplies | Controller | General Fund | $2,000.00 | 1001-650-000-4210 |
| TAJ Office Supply | General office supplies | Public Works | Lighting and Landscaping | $5,000.00 | 2502-720-000-4218 |
| TAJ Office Supply | General office supplies | Public Works | Equipment Rental | $1,000.00 | 6000-720-000-4210 |
| TAJ Office Supply | General office supplies | Public Works | Lighting and Landscaping | $3,000.00 | 2502-710-000-4249 |
| TAJ Office Supply | General office supplies | LHA | HUD | $4,500.00 | 2820-790-000-4210 |
| TAJ Office Supply | General office supplies | CareerLink | General Fund | $2,100.00 | 1001-810-000-4210 |
| TAJ Office Supply | General office supplies | Water | Enterprise Water Fund | $2,500.00 | 5000-900-000-4210 |
| **TAJ Office Supply Total** | | | | **$33,100.00** | |
| | | | | | |
| Federal Express | Express mail and package services | City Attorney | General Fund | $1,000.00 | 1001-420-000-4249 |
| Federal Express | Express mail and package services | City Attorney | Worker's Comp | $500.00 | 6300-420-000-4249 |
| Federal Express | Express mail and package services | City Treasurer | General Fund | $300.00 | 1001-440-000-4249 |
| Federal Express | Express mail and package services | City Clerk | General Fund | $1,000.00 | 1001-470-000-4215 |
| Federal Express | Express mail and package services | Human Resources | General Fund | $300.00 | 1001-560-000-4249 |
| Federal Express | Express mail and package services | General Services | General Fund | $250.00 | 1001-600-000-4249 |
| Federal Express | Express mail and package services | Controller | General Fund | $500.00 | 1001-650-000-4249 |
| Federal Express | Express mail and package services | Public Works | Lighting and Landscaping | $1,000.00 | 2502-710-000-4249 |
| Federal Express | Express mail and package services | Water | Enterprise Water Fund | $3,000.00 | 5000-890-000-4216 |

| | | | | | |
|---|---|---|---|---|---|
| Federal Express | Express mail and package services | Parks | General Fund | $300.00 | 1001-840-000-4215 |
| **Federal Express Total** | | | | **$8,150.00** | |
| | | | | | |
| Best Buy Advantage | Special Dept. Expense | Council | General Fund | $1,000.00 | 1001-400-C01-4249 |
| Best Buy Advantage | Special Dept. Expense | Council | General Fund | $1,000.00 | 1001-400-C02-4249 |
| Best Buy Advantage | Special Dept. Expense | Council | General Fund | $1,000.00 | 1001-400-C03-4249 |
| Best Buy Advantage | Special Dept. Expense | Council | General Fund | $1,000.00 | 1001-400-C04-4249 |
| Best Buy Advantage | Special Dept. Expense | Mayor | General Fund | $1,000.00 | 1001-400-C05-4270 |
| Best Buy Advantage | Special Dept. Expense | City Manager | General Fund | $1,000.00 | 1001-510-000-4249 |
| Best Buy Advantage | Special Dept. Expense | City Manager | General Fund | $3,000.00 | 1001-510-000-4218 |
| **Best Buy Advantage** | | | | **$9,000.00** | |
| | | | | | |
| Apple Spice Junction | Special Event | Mayor | General Fund | $3,000.00 | 1001-400-C05-4238 |
| **Apple Spice Junction** | | | | **$3,000.00** | |
| | | | | | |
| IT Connect Inc. | Special Dept. Expense | Council | General Fund | $1,000.00 | 1001-400-C01-4249 |
| IT Connect Inc. | Special Dept. Expense | Council | General Fund | $1,000.00 | 1001-400-C02-4249 |
| IT Connect Inc. | Special Dept. Expense | Council | General Fund | $1,000.00 | 1001-400-C03-4249 |
| IT Connect Inc. | Special Dept. Expense | Council | General Fund | $1,000.00 | 1001-400-C04-4249 |
| IT Connect Inc. | Special Dept. Expense | Mayor | General Fund | $1,000.00 | 1001-400-C05-4249 |
| IT Connect Inc. | Other General Office | City Manager | General Fund | $3,000.00 | 1001-510-000-4218 |
| IT Connect Inc. | Computer Equipment | General Services | General Fund | $20,000.00 | 1001-600-IT0-4218 |
| IT Connect Inc. | Computer Equipment | Code Enforcement | General Fund | $15,000.00 | 1001-670-000-4249 |
| IT Connect Inc. | Computer Equipment | Water | Enterprise Water Fund | $11,000.00 | 5000-890-000-4249 |
| **IT Connect Inc.** | | | | **$54,000.00** | |
| | | | | | |
| CDWG | Computer Equipment | City Attorney | General Fund | $1,600.00 | 1001-420-000-4218 |
| CDWG | Computer Equipment | City Clerk | General Fund | $10,000.00 | 1001-470-000-4249 |
| CDWG | Computer Equipment | General Services | General Fund | $20,000.00 | 1001-600-IT0-4218 |
| CDWG | Computer Equipment | General Services | General Fund | $5,000.00 | 1001-600-IT0-4249 |
| CDWG | Computer Equipment | Water | Enterprise Water Fund | $2,000.00 | 5000-900-000-4249 |
| **CDWG Total** | | | | **$38,600.00** | |
| | | | | | |
| Shi Int'l Corp | Other General Office | City Manager | General Fund | $3,000.00 | 1001-510-000-4218 |
| **Shi Int'l Corp** | | | | **$3,000.00** | |
| | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Zones Inc. | Other General Office | City Manager | General Fund | $2,000.00 | 1001-510-000-4218 |
| **Zones Inc.** | | | | **$2,000.00** | |
| | | | | | |
| Sea Coast Design Group | Ergonomic furniture / supplies | City Attorney | General Fund | $4,500.00 | 1001-420-000-4218 |
| Sea Coast Design Group | Ergonomic furniture/ supplies | City Attorney | Worker's Comp | $1,500.00 | 6300-420-000-4218 |
| Sea Coast Design Group | Ergonomic furniture/ supplies | City Manager | General Fund | $6,500.00 | 1001-510-000-4218 |
| **Sea Coast Design Group Total** | | | | **$12,500.00** | |
| | | | | | |
| Airline Tickets for Less | Travel Services | City Treasurer | General Fund | $5,000.00 | 1001-440-000-4270 |
| Airline Tickets for Less | Travel Services | LHA | HUD | $6,000.00 | 2820-790-000-4249 |
| **Airline Tickets for Less Total** | | | | **$11,000.00** | |
| | | | | | |
| US Postmaster | City mail services | City Clerk | General Fund | $34,000.00 | 1001-470-000-4215 |
| US Postmaster | Permit fees and postage | City Clerk-Election | General Fund | $30,000.00 | 1001-480-000-4215 |
| US Postmaster | Permit fees and postage | Water | Enterprise Water Fund | $2,500.00 | 5000-890-000-4217 |
| **US Postmaster Total** | | | | **$66,500.00** | |
| | | | | | |
| Home Depot | General maintenance supplies | General Services | General Fund | $35,000.00 | 1001-600-000-4236 |
| Home Depot | General maintenance supplies | Fire | General Fund | $15,000.00 | 1001-690-000-4230 |
| **Home Depot Total** | | | | **$50,000.00** | |
| | | | | | |
| Grainger | General maintenance supplies | Fire | General Fund | $2,500.00 | 1001-690-000-4236 |
| Grainger | General maintenance supplies | General Services | General Fund | $25,000.00 | 1001-600-000-4236 |
| Grainger | General maintenance supplies | Water | Enterprise Water Fund | $8,500.00 | 5000-880-000-4235 |
| Grainger | General maintenance supplies | Public Works | Lighting and Landscaping | $19,000.00 | 2502-720-000-4236 |
| **Grainger Total** | | | | **$55,000.00** | |
| | | | | | |
| Mid Cities | Small miscellaneous supplies | Fire | General Fund | $1,500.00 | 1001-690-000-4230 |
| Mid Cities | Small miscellaneous supplies | Water | Water Enterprise Fund | $8,500.00 | 5000-880-000-4235 |
| Mid Cities | Small miscellaneous supplies | General Services | General Fund | $5,000.00 | 1001-600-000-4236 |

| | | | | | |
|---|---|---|---|---|---|
| Mid Cities | Small miscellaneous supplies | Public Works | Lighting and Landscaping | $2,500.00 | 2502-720-000-4236 |
| Mid Cities | Small miscellaneous supplies | Parks and Recreation | General Fund | $2,000.00 | 1001-840-000-4237 |
| **Mid Cities Total** | | | | **$19,500.00** | |
| | | | | | |
| Dunn Edwards | Paint | Public Works | Citywide Lighting | $11,000.00 | 2502-720-000-4237 |
| Dunn Edwards | Paint | General Services | General Fund | $15,000.00 | 1001-600-000-4236 |
| Dunn Edwards | Paint | Parks and Recreation | General Fund | $2,500.00 | 1001-840-000-4237 |
| **Dunn Edwards Total** | | | | **$28,500.00** | |
| | | | | | |
| Waxies Enterprises | Janitorial supplies | General Services | General Fund | $40,000.00 | 1001-600-000-4239 |
| Waxies Enterprises | Janitorial supplies | Fire | General Fund | $6,500.00 | 1001-690-000-4239 |
| **Waxies Enterprises Total** | | | | **$46,500.00** | |
| | | | | | |
| Prudential Overall Supply | Uniforms rental | Public Works | Equipment Rental | $6,200.00 | 6000-720-000-4246 |
| Prudential Overall Supply | Uniforms rental | General Services | General Fund | $20,000.00 | 1001-600-000-4246 |
| **Prudential Overall Supply Total** | | | | **$26,200.00** | |
| | | | | | |
| Cintas | Shop Towels | City Clerk | Reproduction | $5,000.00 | 6200-470-000-4236 |
| **Cintas Total** | | | | **$5,000.00** | |
| | | | | | |
| UniFirst | Reproduction shop supplies | City Clerk | Reproduction | $10,000.00 | 6200-470-000-4236 |
| UniFirst | Uniform Rental | Parks | General Fund | $12,000.00 | 1001-840-000-4246 |
| **UniFirst Total** | | | | **$22,000.00** | |
| | | | | | |
| Aramark | Uniform Rental | Public Works | Landscape / Lighting | $25,590.00 | 2502-720-000-4246 |
| **Aramark Total** | | | | **$25,590.00** | |
| | | | | | |
| Ready Fresh | Water for Postage Machine | City Clerk | General Fund | $700.00 | 1001-470-000-4249 |
| **Ready Fresh Total** | | | | **$700.00** | |
| | | | | | |
| Nestle Water | Water service | Controller | General Fund | $1,000.00 | 1001-650-000-4218 |
| Nestle Water | Water service | City Manager | General Fund | $2,400.00 | 1001-510-000-4249 |
| **Nestle Waters Total** | | | | **$3,400.00** | |
| | | | | | |
| Smart & Final | Janitorial Supplies | Fire | General Fund | $2,000.00 | 1001-690-000-4229 |
| Smart & Final | Event supplies | Parks | General Fund | $2,300.00 | 1001-840-000-4244 |
| **Smart & Final Total** | | | | **$4,300.00** | |
| | | | | | |
| BSN | Recreation Supplies | Parks | General Fund | $2,500.00 | 1001-840-000-4244 |
| **BSN Total** | | | | **$2,500.00** | |
| | | | | | |
| ChemSearch | Chemicals | Parks | General Fund | $7,500.00 | 1001-840-000-4248 |
| **ChemSearch Total** | | | | **$7,500.00** | |
| | | | | | |

COMMON VENDOR LIST
APPENDIX A

| | | | | | |
|---|---|---|---|---|---|
| Knorr Pool System | Pool supplies | Parks | General Fund | $5,000.00 | 1001-840-000-4262 |
| **Knorr Pool System Total** | | | | **$5,000.00** | |
| | | | | | |
| Matt Chlorr | Pool Chemicals | Parks | General Fund | $10,000.00 | 1001-840-000-4248 |
| **Matt Chlorr Total** | | | | **$10,000.00** | |
| | | | | | |
| Greenland Supply | Irrigation Supplies | Parks | General Fund | $2,000.00 | 1001-840-000-4248 |
| Greenland Supply | Irrigation Supplies | Parks | General Fund | $5,000.00 | 1001-840-000-4262 |
| **Greenland Supply Total** | | | | **$7,000.00** | |
| | | | | | |
| BD White Top Soil | Soil & Fertilizer | Parks | General Fund | $5,000.00 | 1001-840-000-4248 |
| **BD White Top Total** | | | | **$5,000.00** | |
| | | | | | |
| AJ Nursey | Flowers & plants | Parks | General Fund | $5,000.00 | 1001-840-000-4248 |
| **AJ Nursey Total** | | | | **$5,000.00** | |
| | | | | | |
| United Rentals | Equipment Rental | Parks | General Fund | $5,000.00 | 1001-840-000-4237 |
| **United Rentals Total** | | | | **$5,000.00** | |
| | | | | | |
| Mobile Mini LLC | Offsite storage | Controller | General Fund | $2,000.00 | 1001-650-000-4249 |
| **Mobile Mini LLC Total** | | | | **$2,000.00** | |
| | | | | | |
| PCMG Inc. | Ipad purchase | Building & Safety | General Fund | $9,000.00 | 1001-670-000-4249 |
| **PCMG INC. Total** | | | | **$9,000.00** | |
| | | | | | |
| Cemex | Sand and gravel | Water | Enterprise Water Fund | $5,000.00 | 5000-880-000-4235 |
| **Cemex Total** | | | | **$5,000.00** | |
| | | | | | |
| Yamada | Park maintenance supplies | Water | Enterprise Water Fund | $6,000.00 | 5000-860-000-4232 |
| **Yamada Total** | | | | **$6,000.00** | |
| **GRAND TOTAL** | | | | **$708,806.00** | |

# RESOLUTION SIGN-OFF FORM

**DEPARTMENT:** **City Management**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO CITYWIDE VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF SUPPLIES AND SERVICES FOR FISCAL YEAR 2016-2017 ($708,806)**

***Roger Haley*** — **7/21/2016 10:36:00 AM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

**REVIEW / APPROVAL**

***Ruth Rugley*** — **7/21/2016 5:40:54 PM**
CITY ATTORNEY — DATE

***Barbara Rumbaoa*** — **7/21/2016 11:17:50 AM**
CITY CONTROLLER — DATE

***Roger Haley*** — **7/21/2016 10:37:28 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. |

**July 26, 2016**

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

**FROM:** **CITY MANAGER**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MISSION TRAIL ADVISORS, LLC FOR FINANCIAL CONSULTING AND FINANCIAL ADVISORY SERVICES**

## SUMMARY

The City Council will consider a resolution authorizing the City Manager to enter into an agreement with Mission Trail Advisors, LLC for financial consulting and financial advisory services.

## BACKGROUND

The City Controller position is currently vacant and financial expertise is at a critical need in the City. Staff is requesting financial consulting services be provided by Mission Trail Advisors a Public Finance Advisory Service firm at this juncture.

## STATEMENT OF THE ISSUE

Mission Trail Advisors, LLC has represented and demonstrated the required skill and expertise needed to assist the City with financial advice during this financially critical time period with the City Controller's position vacant. Consequently, staff is proposing a $25,000 contract at an hourly rate of $100.00 an hour for Mission Trail Advisors, LLC to provide these services to the City.

## FISCAL IMPACT

Funds have been allocated in the Fiscal Year 2016-2017 budget in account 1001-510-000-4269 in an amount not to exceed $25,000.00 for the above contemplated services.

## RECOMMENDATION

Staff recommends that City Council adopt the attached resolution.

**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 AN AGREEMENT WITH MISSION TRAIL ADVISORS, LLC FOR FINANCIAL CONSULTING AND FINANCIAL ADVISORY SERVICES**

**WHEREAS,** the City of Compton's City Controller position is currently vacant at a time when financial expertise is a critical need in the City; and

**WHEREAS**, the City desires to employ the services of a qualified and experienced firm to provide financial consulting and financial advisory services to the City; and

**WHEREAS,** Mission Trail Advisors, LLC, a public finance advisory services firm represents that it is specifically trained, experienced, competent, and has the resources to provide such services to the City of Compton.

**WHEREAS**, funds for this agreement are available in the Fiscal Year 2016-2017 budget.

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

**SECTION 1.** That the City Manager is hereby authorized to enter into an Agreement with Mission Trail Advisors, LLC for financial consulting and financial advisory services in an amount not-to-exceed $25,000.00 commencing May 31, 2016 and terminating when funds are exhausted at a billing rate of $100 per hour.

**SECTION 2.** That funds are allocated in account 1001-510-000-4269.

**SECTION 3.** That certified copies of this resolution shall be filed in the offices of the City Controller, City Clerk, City Manager, and the City Attorney.

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

**ADOPTED** this _____ day of _____, 2016.

_____
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

_____
**CITY CLERK OF THE CITY OF COMPTON**

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

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

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

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

_____
**CITY CLERK OF THE CITY OF COMPTON**

# PROFESSIONAL SERVICES AGREEMENT
# BETWEEN
# CITY OF COMPTON
# AND
# MISSION TRAIL ADVISORS, LLC

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **MISSION TRAIL ADVISORS, LLC** (hereinafter referred to as **"CONSULTANT"**), located at 111 West Ocean Boulevard, Long Beach, California 90802, collectively the "Parties."

## RECITALS:

**WHEREAS**, the City desires to employ the services of a qualified and experienced firm to provide financial consulting and financial advisory services to the City; and

**WHEREAS,** Consultant (Mission Trail Advisors, LLC) represents that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

**WHEREAS,** by Resolution No. _____, adopted on the ___ day of _____ 2016, the City Council authorized the City Manager to enter into a contract with the Consultant (Mission Trail Advisors, LLC) to provide the needed services; and

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

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

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

## AGREEMENT:

**1. <u>Services to be rendered by Consultant.</u>** It is the mutual understanding of the Parties that the Consultant shall perform and be responsible for rendering the following professional financial advisory and consulting services to assist the City with its on-going financial and fiscal operations:

1. Review the City's fiscal and accounting matters and provide necessary services to allow the City to complete its audit.

2. Assist the City with all matters related to the 2016-2017 Fiscal Year budget.

3. Assist in the oversight and operations of the accounting department to ensure the department's goals and objectives are met.

4. Assist the City with other fiscal, accounting and financial matters as determined by the City and requested of the Consultant.

As such services are identified in the Consultant's "**Proposal to Provide Financial Advisory Services"** dated April 15, 2016, which is incorporated hereby. It is understood by the Parties that the "Continuing Disclosure Dissemination Agent Services" (identified within Consultant's Proposal) are not included services to be provided by Consultant pursuant to this Agreement.

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

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

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

**2. Duration of Contract.** Consultant agrees to commence, and has at the request of the City, already commenced providing the services provided for herein as of May 31, 2016, and shall continue in a diligent and professional manner, until the services to be rendered are complete, or until the compensation authorized in Section 3, below, has been exhausted, whichever occurs first, unless this Agreement is terminated sooner as provided herein.

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

Consultant acknowledges the importance to City of the project schedules 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 the services rendered will be based on a fee-for-services basis, billable at the agreed rate of **One Hundred Dollars ($100.00) per hour,** per Consultant assigned to provide services pursuant to this Agreement. It is understood and agreed between the parties that the maximum compensation payable for the performance of all services to be provided by the Contractor pursuant to the terms of this Agreement shall be limited to a not-to-exceed amount of **Twenty Five Thousand Dollars ($25,000.00).** The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **City Manager** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

**4. Ownership of Materials.** All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the projects 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 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.

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

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

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

**10. Indemnification.** Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

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

Coverages and Limits. Consultant will maintain the types of coverage's and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its

officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-designated insured's except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

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

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

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

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

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

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

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

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

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

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

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

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

**17. Force Majeure.** In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall

excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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

**19. 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. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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:** | **Mission Trail Advisors, LLC**<br>**111 West Ocean Boulevard**<br>**Long Beach, California 90802**<br>**Attn: Lalo Trujillo, President**<br>**(562) 473-4474**<br>**(562) 449-2205 – fax** |
| **To City:** | **City of Compton**<br>**205 South Willowbrook Avenue**<br>**Compton, California 90220**<br>**Attn: City Manager**<br>**(310) 605-5585**<br>**(310) 631-0322 – fax.** |

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.

**27. 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.

**MISSION TRAIL ADVISORS, LLC**
**CONSULTANT**

**Dated: _____** **By _____**
**Lalo Trujillo, President**

**CITY OF COMPTON**
**Approved by:**

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

**Approved as to form:**

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

**ATTEST:**

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

**July 26, 2016**

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

**FROM:** **HONORABLE CITY TREASURER**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING DEDICATED BANK ACCOUNTS FOR THE LOW AND MODERATE INCOME HOUSING ASSET FUND AND THE BUILDING AND SAFETY DEPARTMENT, RESCINDING ALL PRIOR RESOLUTIONS DESIGNATING AUTHORIZED SIGNATURES ON CERTAIN ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON THOSE ACCOUNTS**

## SUMMARY

Adoption of this resolution will authorize the establishment of dedicated bank accounts for the "Low and Moderate Income Housing Asset Fund" and for online transactions with the City's Building and Safety Department, Business License Division. Additionally, all prior resolutions adopted by the City Council authorizing specified City employees to sign on certain accounts shall be rescinded and the list of authorized City employees established to reflect those employees who shall be designated as authorized signatories.

## BACKGROUND

On October 20, 2015, the City Council adopted Resolution No. 24,245, which identified certain City employees as authorized signatories to sign checks and/or warrants on behalf of the City of Compton. Over the years, and as the need arises, it becomes necessary for the City Council to adopt resolutions which revise and update the list of designated City employees.

## STATEMENT OF ISSUE

During a recent City audit it was revealed that a bank account designated as the "Successor Low Cost Housing Account" was incorrectly designated as such, in addition to improperly held in the budget of the City of Compton Successor Agency. Based on the auditor's recommendations, the funds shall be relinquished to the City of Compton and a dedicated account shall be established as the "Low and Moderate Income Housing Asset Fund. Additionally, a dedicated bank account for the Business License Division of the Building and Safety Department needs to be established to accept online transactions.

Due to recent personnel changes, the current list of designated City employees authorized to be signatories on certain City account (as authorized by Resolution No. 24,245) requires revision; more specifically, to add the new Interim Deputy City Controller and delete the former City Controller and Deputy City Controller.

#6.



## ALTERNATIVE

No alternative is suggested. The requested action is required for conducting the City's business.

## FISCAL IMPACT

None.

## RECOMMENDATION

Staff recommends that the Council adopt the attach Resolution.

**DOUGLAS SANDERS**
**CITY TREASURER**

**APPROVED FOR FORWARDING:**

**ROGER HALEY**
**CITY MANAGER**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING DEDICATED BANK ACCOUNTS FOR THE LOW AND MODERATE INCOME HOUSING ASSET FUND AND THE BUILDING AND SAFETY DEPARTMENT, RESCINDING ALL PRIOR RESOLUTIONS DESIGNATING AUTHORIZED SIGNATURES ON CERTAIN ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON THOSE ACCOUNTS**

**WHEREAS**, on October 20, 2015, the City Council adopted Resolution No. 24,245, which identified certain City employees as authorized signatories to sign checks and/or warrants on behalf of the City of Compton, however, as the need arises it may become necessary to revise and update this list for various reasons; and

**WHEREAS,** due to recent personnel changes, the list of designated City employees authorized to be signatories on certain City account requires revision; more specifically, to add the new Interim Deputy City Controller and delete the former City Controller and Deputy City Controller; and

**WHEREAS,** during a recent City audit it was revealed that a bank account designated as the "Successor Low Cost Housing Account" was incorrectly designated as such, in addition to improperly held in the budget of the City of Compton Successor Agency; and

**WHEREAS,** based on the auditor's recommendations, the funds should be relinquished to the City of Compton and a dedicated account established as the "Low and Moderate Income Housing Asset Fund; and

**WHEREAS,** additionally, a dedicated bank account for the Business License Division of the Building and Safety Department needs to be established to accept online transactions.

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

**Section 1.** That a dedicated bank account designated as the "Low and Moderate Income Housing Asset Fund" is hereby authorized to be established.

**Section 2.** That a dedicated bank account is hereby authorized to be established for online transactions of the Business License Division of the Building and Safety Department.

**Section 3.** That all prior resolutions adopted by the Council authorizing specified City employees to sign on certain accounts is hereby rescinded and declared null and void.

**Section 4.** That the following list of designated City employees is hereby authorized to sign on the accounts listed in Section 5, below:

**GROUP I (Department of the Treasurer):**

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

and

**GROUP II (Department of the Controller):**

E. Roel Briones, Deputy City Controller (Interim)
or
F. Barbara Rumbaoa, Accountant II
or
G. Jamille Benabe, Accountant I
or
H. Jocelyn Logan, Accountant I

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

**GROUP I: Authorized signers A, B, C and D**
**GROUP II: Authorized signers E, F, G, and H**

**Section 5.** That the persons in Section 4 of this Resolution are authorized to sign on the following accounts:

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

**Section 6.** That the City Clerk shall certify sufficient copies for the City Treasurer to transmit certified copies to each and every appropriate depository.

**Section 7.** That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Treasurer and the City Clerk.

**Section 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
CITY OF COMPTON: ss

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

**July 26, 2016**

**TO:** **MAYOR AND COUNCIL MEMBERS**

**FROM:** **CITY MANAGER**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE MUNICIPAL WATER DEPARTMENT'S URBAN WATER MANAGEMENT PLAN**

## SUMMARY

The City Council will consider approving a Resolution from the City of Compton Municipal Water Department to adopt the Urban Water Management Plan as required by the Urban Water Management Planning Act (Assembly Bill 797).

## BACKGROUND

The California Legislature enacted Assembly Bill 797 during the 1981-1984 Regular Session of the California Legislature (Water Code Section 10610 et seq.), known as the Urban Water Management Planning Act. The Act mandates that every urban supplier of water providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre feet of water annually, prepare an Urban Water Management Plan, the primary objective of which is to plan for the conservation, efficient use of water and public education.

The City of Compton Municipal Water Department (CMWD) has prepared and updated their Urban Water Management Plan every five years since mandated.

## STATEMENT OF ISSUE

In accordance with the Urban Water Management Planning Act, the CWMD is required to update, adopt and submit its Urban Water Management Plan every five (5) years to the California Department of Water Resources.

The City is an urban supplier of water providing water to approximately 75,000 customers, and has prepared, circulated and posted on the City's website, as well as in the City Clerk's Office for public review, a Draft Urban Water Management Plan Update, to be in compliance with the requirement of AB 797. CMWD is required to submit the Plan to the State of California Department of Water Resources within thirty days of adoption.

On July 19, 2016 the City Council held a public hearing and a Final Plan was prepared, circulated and posted in the City Clerk's Office as well as on the City's website for public review of the Urban Water Management Plan Update to be in compliance with the requirements of AB 797 (Water Section Code 10610 et. seq).

## FINANCIAL IMPACT

None

## RECOMMENDATION

It is recommended that the 2016 Urban Water Management Plan be adopted.

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

**APPROVED FOR FORWARDING:**

**ROGER L. HALEY**
**CITY MANAGER**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE MUNICIPAL WATER DEPARTMENT'S URBAN WATER MANAGEMENT PLAN**

**WHEREAS,** the California Legislature enacted Assembly Bill 797 during the 1983-1984 Regular Session of the California Legislature (Water Code Section 10510 et. Seq.), known as the Urban Water Management Planning Act, which mandates that every urban supplier of water providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre feet of water annually, prepare an Urban Water Management Plan, the primary objective of which is to plan for the conservation and efficient use of water; and

**WHEREAS**, AB 797 requires that said Plan be adopted by December 31, 1995, after public review and hearing, and filed with the California Department of Water Resources within thirty days of adoption; and

**WHEREAS**, the City of Compton Water Department did prepare and file said Plan within the California Department of Water Resources in December 1985, 1990 and 1995; and

**WHEREAS**, AB 797 requires that said Plan be periodically reviewed at least once every five years, and that the urban water suppliers shall make any amendments or changes to its plan which are indicated by the review; and

**WHEREAS**, the City is an urban supplier of water providing water to over 75,000 customers, and has therefore, prepared and circulated for public review a Draft Urban Water Management Plan Update, in compliance with the requirements of AB 797, and a properly noticed public hearing regarding said draft plan update was held by the City Council on July 19, 2016 at 5:40 P.M. and a Final Plan prepared.

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

**SECTION 1.** That the Urban Water Management Plan Update is hereby adopted and ordered filed with the City Clerk.

**SECTION 2.** That a certified copy of this resolution shall be filled in the offices of the City Manager, City Controller, and Municipal Water Department and the Department of Water Resources.

**SECTION 3.** 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**

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-**
**ABSENT: COUNCIL MEMBERS-**
**ABSTAIN: COUNCIL MEMBERS-**

_____
**CITY CLERK OF THE CITY OF COMPTON**

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **Water Department**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE MUNICIPAL WATER DEPARTMENT'S URBAN WATER MANAGEMENT PLAN**

| | |
|---|---|
| ***Glen Kau*** | **7/12/2016 12:04:22 PM** |
| DEPARTMENT MANAGER'S SIGNATURE | DATE |

**REVIEW / APPROVAL**

| | |
|---|---|
| ***Merle Greene*** | **7/14/2016 10:50:49 AM** |
| CITY ATTORNEY | DATE |
| ***Austin Okonta*** | **7/12/2016 3:13:13 PM** |
| CITY CONTROLLER | DATE |
| ***Roger Haley*** | **7/12/2016 2:13:27 PM** |
| CITY MANAGER | DATE |

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

**July 26, 2016**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF ARMORCAST PRODUCTS COMPANY FOR THE FURNISHING AND DELIVERY OF RPM POLYMER CONSTRUCTION METER BOXES AND COVERS AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $30,715.38**

## SUMMARY

This resolution authorizes the City Manager to accept the bid of Armorcast Products Company for the furnishing and delivery of RPM Polymer Construction Meter Boxes and Covers, and issue a purchase order in the amount of $30,715.38.

## BACKGROUND

It is essential for the Compton Municipal Water Department (CMWD) to have adequate materials and supplies for the proper operation and maintenance of the City's water distribution system. CMWD replenishes supplies on a regular basis to have them available for routine and emergency activities. The Department is in the process of replacing the old concrete meter boxes and covers. There is also a need to have an adequate supply of new water meter boxes and covers for new construction.

CMWD solicited bids to furnish and deliver RPM Polymer Construction Meter Boxes and Covers for FY 2016-17. Sealed bids were due on July 6, 2016. Bids were received from the following vendors:

| Vendor | Location | Amount |
|---|---|---|
| Armorcast Products Co. | North Hollywood, CA | $30,715.38 |
| C. Wells Pipeline | Corona, CA | $34,912.50 |

Staff reviewed all bids submitted and determined that the bid submitted by Armorcast Products Company is deemed the lowest, responsible bidder.

## ALTERNATIVE

None recommended at this time.

## FINANCIAL IMPACT

The cost for RPM Polymer Construction Meter Boxes and Covers is $30,715.38 (Thirty Thousand, Seven Hundred and Fifteen Dollars and Thirty-Eight Cents). Adequate funds ($350,000) have been allocated in the approved FY 2016-17 Water Department's Budget, in account number 5000-880-000-4235, to be paid in increments as billed by invoice.

## RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the City Manager to accept the bid of Armorcast Products Company and issue a purchase order in the amount of $30,715.38.

**GLEN W.C. KAU, P.E.**
**DIRECTOR DEPARTMENT OF PUBLIC WORKS**

**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 ACCEPT THE BID OF ARMORCAST PRODUCTS COMPANY FOR THE FURNISHING AND DELIVERY OF RPM POLYMER CONSTRUCTION METER BOXES AND COVERS AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $30,715.38**

**WHEREAS**, the Compton Municipal Water Department advertised for bids for the furnishing and delivery of RPM polymer construction meter boxes and covers for Fiscal Year 2016-2017; and

**WHEREAS**, it is the responsibility of the Compton Municipal Water Department for installing and replacing meter boxes and covers throughout the City; and

**WHEREAS,** sealed bids were received on Wednesday, July 6, 2016 and staff reviewed all bids submitted and the results were as follows:

| **VENDOR** | **AMOUNT** |
|---|---|
| **Armorcast Products Co.** | **$30,715.38** |
| C. Wells Pipeline | $34,912.50 |

**WHEREAS,** staff reviewed the bids submitted by the vendors and determined that the bid of Armorcast Products Company is the lowest responsible bidder; and

**WHEREAS,** funds are available in the Compton Municipal Water Department's 2016-17 Fiscal Year Budget in Account #5000-880-000-4235 (Store Purchases).

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

**SECTION 1.** That the bid of Armorcast Products Company in the amount of $30,715.38 (Thirty Thousand, Seven Hundred and Fifteen Dollars and thirty-eight Cents) for the purchase of RPM polymer construction meter boxes and covers is hereby accepted and all other bids are rejected.

**SECTION 2.** That funds for these purchases are available in the Compton Municipal Water Department's Fiscal Year 2016-2017 budget in Account #5000-880-000-4235 (Store Purchases); the account balance is $350,000.00 and after this deduction the remaining balance will be $319,284.62.

**SECTION 3.** That the City Manager is hereby authorized to issue a purchase order in the amount of $30,715.38 (Thirty Thousand, Seven Hundred and Fifteen Dollars and Thirty-Eight Cents).

**SECTION 4.** That a certified copy of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Compton Municipal Water 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**

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

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

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

_____
**CITY CLERK OF THE CITY OF COMPTON**

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **Water Department**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF ARMORCAST PRODUCTS COMPANY FOR THE FURNISHING AND DELIVERY OF RPM POLYMER CONSTRUCTION METER BOXES AND COVERS AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $30,715.38**

| | |
|---|---|
| ***Glen Kau*** | **7/12/2016 5:26:49 PM** |
| DEPARTMENT MANAGER'S SIGNATURE | DATE |

**REVIEW / APPROVAL**

| | |
|---|---|
| ***<LegalName>*** | **<LegalDate>** |
| CITY ATTORNEY | DATE |
| ***Barbara Rumbaoa*** | **7/14/2016 3:48:20 PM** |
| CITY CONTROLLER | DATE |
| ***Roger Haley*** | **7/14/2016 3:18:41 PM** |
| CITY MANAGER | DATE |

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

**July 26, 2016**

**TO:** **MAYOR AND COUNCIL MEMBERS**

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

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF DANGELO COMPANY, INC. FOR THE FURNISHING AND DELIVERY OF STORE SUPPLIES AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $89,740**

## SUMMARY

This resolution authorizes the City Manager to accept the bid of Dangelo Company Inc., for the furnishing and delivery of store supplies to stock the warehouse and issue a purchase order in the amount of $89,740.

## BACKGROUND

It is necessary for the Compton Municipal Water Department (CMWD) to have supplies for the repair and maintenance of the Water Distribution System. The CMWD replenishes supplies on a regular basis to have them readily available for routine activities as well as emergencies situations.

CMWD solicited bids for the furnishing and delivery of store supplies for the 2016-2017 Fiscal Year. The bids were due on July 6, 2016. Bids were submitted from the following vendors:

| VENDOR | BID AMOUNT |
|---|---|
| **Dangelo Company Inc.** | **$89,470.00** |
| C. Wells Pipeline | $94,823.52 |
| Ferguson | $99,093.48 |

Staff reviewed all bids submitted and determined that the bid of Dangelo Company, Inc., is deemed the lowest, responsible bidder.

## ALTERNATIVE

None at this time.

## FINANCIAL IMPACT

Adequate funds have been allocated in the approved FY 2016-17 CMWD Budget in Account No. 5000-880-000-4235.

**RECOMMENDATION**

It is recommended that the City Council adopt the attached resolution.

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

**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 ACCEPT THE BID OF DANGELO COMPANY INC. FOR THE FURNISHING AND DELIVERY OF STORE SUPPLIES AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $89,740**

**WHEREAS,** the Compton Municipal Water Department (CMWD) solicited bids for the furnishing and delivery of store supplies for Fiscal Year 2016-2017; and

**WHEREAS,** bids were received on July 6, 2016, as follows:

| **VENDORS** | **AMOUNT** |
|---|---|
| **Dangelo Company Inc.** | **$ 89,470.00** |
| C. Wells Pipeline | $ 94,823.52 |
| Ferguson | $ 99,093.48 |

**WHEREAS,** staff reviewed the bids submitted and determined that the bid of Dangelo Company Inc. is the lowest responsible bidder; and

**WHEREAS**, funds have been allocated in the CMWD's Fiscal Year 2016-2017 Budget for these purchases.

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

**SECTION 1**. That the bid of Dangelo Company Inc., in the amount of Eighty-Nine Thousand, Four Hundred and Seventy Dollars ($89,470.00) for the furnishing and delivery of store supplies is hereby accepted and all other bids are rejected.

**SECTION 2**. That funds for these services are available in the Compton Municipal Water Department's Fiscal Year 2016 – 2017 budget in Account No. 5000-880-000-4235.

**SECTION 3.** That the City Manager is hereby authorized to issue a purchase order in the amount of Eighty-Nine Thousand, Four Hundred and Seventy Dollars ($89,470.00) to Dangelo Company Inc.

**SECTION 4.** That a certified copy of this resolution shall be filled in the offices of the City Manager, City Controller, and Compton Municipal Water 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**

**RESOLUTION NO. _____**
**PAGE TWO**

**ATTEST:**

_____
**CITY CLERK OF THE CITY OF COMPTON**

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

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

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **Water Department**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF DANGELO COMPANY INC. FOR THE FURNISHING AND DELIVERY OF STORE SUPPLIES AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $89,740**

| | |
|---|---|
| ***Glen Kau*** | **7/12/2016 5:38:43 PM** |
| DEPARTMENT MANAGER'S SIGNATURE | DATE |

**REVIEW / APPROVAL**

| | |
|---|---|
| ***Merle Greene*** | **7/21/2016 11:45:53 AM** |
| CITY ATTORNEY | DATE |
| ***Barbara Rumbaoa*** | **7/14/2016 3:50:42 PM** |
| CITY CONTROLLER | DATE |
| ***Roger Haley*** | **7/14/2016 3:21:30 PM** |
| CITY MANAGER | DATE |

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

**July 26, 2016**

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

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

**SUBJECT**: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF WESTERLY METER SERVICE COMPANY FOR THE REPAIR, MAINTENANCE, TESTING AND CALIBRATION OF LARGE WATER METERS AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $12,000**

## SUMMARY

This resolution authorizes the City Manager to accept the bid of Westerly Meter Service Company for the repair, maintenance, testing and calibration of large water meters, and issue a purchase order in the amount of $12,000.

## BACKGROUND

As part of water system operations, it is essential that all water meters are operating and maintained properly to insure accurate water amounts are properly recorded. The testing and calibrating of all large water meters must meet American Water Works Association (AWWA) standards. This requires periodic maintenance and calibration services of the water meters.

The Compton Municipal Water Department advertised and received bids for the repair, maintenance, testing and calibration of large water meters for Fiscal Year 2006-2017. The following bids were submitted:

| VENDOR | AMOUNT |
|---|---|
| Equarius Waterworks | $ 3,000.00* |
| **Westerly Meter Service Company** | **$12,000.00** |
| HD Supply | $24,646.53 |
| C. Wells Pipeline | $ No Bid |

Staff reviewed the submitted bids and after review, selected the bid of Westerly Meter Service Company as the lowest responsible bidder. While Equarius Waterworks submitted the lowest bid, their proposal stated that they do not provide repair of water meters. This was a bid requirement and therefore deemed Equarius Waterworks bid to be non-responsive.

## ALTERNATIVE

None recommended at this time.

## FINANCIAL IMPACT

Adequate funds have been allocated in the approved FY 2016-17 Water Department budget in Account Number 5000-880-000-4754 ($10,000) and 5000-880-000-4235 ($2,000).

## RECOMMENDATION

It is recommended that the City Council adopt the attached resolution.

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

**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 ACCEPT THE BID OF WESTERLY METER SERVICE COMPANY FOR THE REPAIR, MAINTENANCE, TESTING AND CALIBRATION OF LARGE WATER METERS AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $12,000**

**WHEREAS**, all testing and calibrating of all large water meters must meet American Water Works Association (AWWA) standards; and

**WHEREAS**, the Compton Municipal Water Department advertised for bids for the repair, maintenance, testing and calibration of large water meters for Fiscal Year 2016-2017; and

**WHEREAS**, staff reviewed all bids submitted and determined that the bid of Westerly Meter Service Company is the lowest most responsive bid to the City; and

**WHEREAS**, Equarius Waterworks stated in their package they do not repair meters, this was a requirement of the bid; and

**WHEREAS**, due to this information Equarius bid is considered to be non-responsive; and

**WHEREAS**, funds have been allocated in the Water Department's Fiscal Year 2016-2017 budget in Account Number 5000-880-000-4754 for $10,000.00 and 5000-880-000-4235 for $2,000.00.

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

**SECTION 1**. That the bid of Westerly Meter Service Company in the amount of Twelve Thousand Dollars ($12,000.00), for the repair, maintenance, testing and calibration of large water meters is hereby accepted and all other bids are rejected.

**SECTION 2.** That funds for these services are available in the Water Department's Fiscal Year 2016-2017 Budget in Account Nos. 5000-880-000-4754 for $10,000.00 and 5000-880-000-4235 for $2,000.00.

**SECTION 3.** That the City Manager is hereby authorized to issue a purchase order to Westerly Meter Service Company in the amount of Twelve Thousand Dollars ($12,000.00).

**SECTION 4.** That a certified copy of this resolution shall be filed in the offices of the City Manager, City Controller and Municipal Water 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**

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council at a regular meeting thereof 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**

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **Water Department**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF WESTERLY METER SERVICE COMPANY FOR THE REPAIR, MAINTENANCE, TESTING AND CALIBRATION OF LARGE WATER METERS AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $12,000**

| | |
|---|---|
| ***Glen Kau*** | **7/12/2016 6:05:53 PM** |
| DEPARTMENT MANAGER'S SIGNATURE | DATE |

**REVIEW / APPROVAL**

| | |
|---|---|
| ***Merle Greene*** | **7/21/2016 4:01:44 PM** |
| CITY ATTORNEY | DATE |
| ***Barbara Rumbaoa*** | **7/14/2016 5:28:48 PM** |
| CITY CONTROLLER | DATE |
| ***Roger Haley*** | **7/14/2016 3:23:29 PM** |
| CITY MANAGER | DATE |

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

July 26, 2016

**TO:** **MAYOR AND COUNCIL MEMBERS**

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

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF C. WELLS PIPELINE FOR THE FURNISHING AND DELIVERY OF FIRE HYDRANTS AND GATE VALVES AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $64,390.62**

## SUMMARY

This resolution authorizes the City Manager to accept the bid of C. Wells Pipeline for the furnishing and delivery of fire hydrants and gate valves, and issue a purchase order in the amount of $64,390.62

## BACKGROUND

The Compton Municipal Water Department CMWD is responsible for stocking replacement hydrants and gate valves for routine replacement and emergency work throughout the City. Fire hydrants provide service for safety response during emergency situations and gate valves provide for proper system operations.

On July 6, 2016 the City Clerk received sealed bids for the furnishing and delivery of Fire Hydrants and Gate Valves. The bids received were as follows:

| VENDOR | AMOUNT |
|---|---|
| **C. Wells Pipeline** | **$ 64,390.62** |
| Dangelo Company Inc. | $ 69,110.16 |
| HD Supply | $ 70,487.21 |
| Ferguson Waterworks | $ 70,994.55 |
| Brandon Supply | $ 72,472.16 |

CMWD reviewed and determined that C. Wells Pipeline submitted the lowest, responsive bid for FY 2016-17 for the furnishing and delivery of fire hydrants and gate valves.

## ALTERNATIVE

None recommended at this time.

## FINANCIAL IMPACT

Adequate funds have been allocated in the approved FY 2016-17 Water Department's budget in Account # 5000-880-000-4762.

## RECOMMENDATION

It is recommended that the City Council adopt the attached resolution.

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

**APPROVED FOR FORWARDING:**

**ROGER L. HALEY**
**CITY MANAGER**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF C. WELLS PIPELINE FOR THE FURNISHING AND DELIVERY OF FIRE HYDRANTS AND GATE VALVES AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $64,390.62**

**WHEREAS,** the Compton Municipal Water Department (CMWD) is responsible for stocking, installing and replacing fire hydrants and gate valves on a routine as well as emergency basis throughout the City; and

**WHEREAS,** the CMWD advertised for bids for the furnishing and delivery of fire hydrants and gate valves; and

**WHEREAS,** sealed bids were received on July 6, 2016 and staff reviewed all bids submitted and the results were as follows:

| **VENDOR** | **AMOUNT** |
|---|---|
| **C. Wells Pipeline** | **$ 64,390.62** |
| Dangelo Company Inc. | $ 69,110.16 |
| HD Supply | $ 70,487.21 |
| Ferguson Waterworks | $ 70,994.55 |
| Brandon Supply | $ 72,472.16 |

**WHEREAS,** funds have been identified in the 2016-17 Fiscal Year budget in Account No. 5000-880-000-4762 for ($64,390.62) Sixty-Four Thousand Three Hundred and Ninety Dollars and sixty-two cents.

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

**SECTION 1**. That the bid of C. Wells Pipeline in the amount of Sixty-Four Thousand Three Hundred and Ninety Dollars and Sixty-Two Cents ($64,390.62), for the furnishing and delivery of Fire Hydrants and Gate Value is hereby accepted and all other bids are rejected.

**SECTION 2.** That funds for these purchases are available in the Compton Municipal Water Department's Fiscal Year 2016-2017 budget in Account No. 5000-880-000-4762.

**SECTION 3.** That the City Manager is hereby authorized to issue a purchase order to C. Wells Pipeline in the amount of Sixty-Four Thousand Three Hundred and Ninety Dollars and Sixty-Two Cents ($64,390.62).

**SECTION 4.** That a certified copy of this resolution shall be filed in the offices of the City Manager, City Controller and Compton Municipal Water 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**

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 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**

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **Water Department**

**RESOLUTION TITLE:** **A RESOULTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF C. WELLS PIPELINE FOR THE FURNISHING AND DELIVERY OF FIRE HYDRANTS AND GATE VALVES AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $64,390.62**

| | |
|---|---|
| ***Glen Kau*** | **7/12/2016 6:20:23 PM** |
| DEPARTMENT MANAGER'S SIGNATURE | DATE |

**REVIEW / APPROVAL**

| | |
|---|---|
| ***<LegalName>*** | **<LegalDate>** |
| CITY ATTORNEY | DATE |
| ***Barbara Rumbaoa*** | **7/14/2016 5:31:22 PM** |
| CITY CONTROLLER | DATE |
| ***Roger Haley*** | **7/14/2016 3:24:25 PM** |
| CITY MANAGER | DATE |

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

**July 26, 2016**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: GLEN W. C. KAU, P.E., DIRECTOR**
**DEPARTMENT OF PUBLIC WORKS**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF CLINICAL LABORATORY OF SAN BERNARDINO AND ISSUE A PURCHASE ORDER FOR THE TESTING AND ANALYSIS OF WATER SAMPLES FOR FISCAL YEAR 2016-2017 ($19,985.00)**

## SUMMARY

This resolution will authorize the City Manager to accept the bid of Clinical Laboratory of San Bernardino for providing testing and analysis services of water samples during the 2016-2017 Fiscal Year and establish a purchase order in the amount of $19,985.00.

## BACKGROUND

To insure proper water delivery, water sampling is conducted, tested and analyzed to insure quality water delivery. Compton Municipal Water Department ("CMWD") solicited bids to provide testing and analysis services of water samples for Fiscal Year 2016-17. Bids were received on July 14, 2017 as follows:

| Vendor | Bid Amount |
|---|---|
| Clinical Lab of San Bernardino | $19,985.00 |
| Weck Laboratories, Inc | $27,434.00 |

## STATEMENT OF ISSUE

Staff has reviewed the bids submitted and determined that the bid of the Clinical Laboratory of San Bernardino is lowest, most responsive bid and therefore recommends acceptance of their bid.

For the past several years, Clinical Laboratory of San Bernardino has provided satisfactory testing and analysis services of water samples to CMWD. Clinical Laboratory meets all Department of Health Services and State regulations.

**FINANCIAL IMPACT**

Funds have been allocated in the Water Department's Fiscal Year 2016-2017 Budget in Account No. 5000-870-000-4258 in the amount of for Nineteen Thousand, Nine Hundred and Eighty-Five Dollars ($19,985.00).

**RECOMMENDATION**

It is recommended that the attached Resolution accepting the bid of Clinical Laboratory of San Bernardino for the testing and analysis of water samples be adopted.

**GLEN W. C. KAU, P.E., DIRECTOR**
**DEPARTMENT OF PUBLIC WORKS**

**APPROVED FOR FORWARDING:**

**ROGER L. HALEY**
**CITY MANAGER**

**RESOLUTION NO._____**

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF CLINICAL LAB OF SAN BERNARDINO AND ISSUE A PURCHASE ORDER FOR THE TESTING AND ANALYSIS OF WATER SAMPLES FOR FISCAL YEAR 2016-2017 ($19,985.00)**

**WHEREAS**, the Water Department advertised for bids for testing and analysis of water samples for Fiscal Year 2016-2017; and

**WHEREAS**, bids were received on July 14, 2016, from the following companies:

| **VENDOR** | **BID AMOUNT** |
|---|---|
| **Clinical Lab of San Bernardino** | **$19,985.00** |
| Weck Laboratories, Inc | $ 27,434.00 |

**WHEREAS**, staff reviewed the bids submitted and determined that the bid of Clinical Laboratory of San Bernardino was the lowest, responsive bid submitted and it is staff's recommendation to accept their bid; and

**WHEREAS**, funds have been allocated in the Water Department's Fiscal Year 2016-2017 budget for this expenditure.

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

**SECTION 1.** That the bid of Clinical Laboratory of San Bernardino in the amount of Nineteen Thousand Nine Hundred Eighty Five Dollars ($19,985.00) for the testing and analysis of water samples for Fiscal Year 2016-2017 is hereby accepted and all other bids are hereby rejected.

**SECTION 2.** That funds are available in the Water Department's Fiscal Year 2016-2017 budget in Account No. 5000-870-000-4258.

**SECTION 3.** That the City Manager is authorized to issue a purchase order in the amount of Nineteen Thousand, Nine Hundred, and Eighty-Five Dollars (19,985.00).

**SECTION 4.** That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller and Municipal Water 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 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-**
**ABSTAIN: COUNCIL MEMBERS-**
**ABSENT: COUNCIL MEMBERS-**

**_____**
**CITY CLERK OF THE CITY OF COMPTON**

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **Water Department**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF CLINICAL LABORATORY OF SAN BERNARDINO AND ISSUE A PURCHASE ORDER FOR THE TESTING AND ANALYSIS OF WATER SAMPLES FOR FISCAL YEAR 2016-2017 ($19,985.00)**

| | |
|---|---|
| ***Glen Kau*** | **7/18/2016 12:43:12 PM** |
| DEPARTMENT MANAGER'S SIGNATURE | DATE |

**REVIEW / APPROVAL**

| | |
|---|---|
| ***Ruth Rugley*** | **7/21/2016 5:25:26 PM** |
| CITY ATTORNEY | DATE |
| ***Barbara Rumbaoa*** | **7/19/2016 10:56:21 AM** |
| CITY CONTROLLER | DATE |
| ***Roger Haley*** | **7/18/2016 12:44:05 PM** |
| CITY MANAGER | DATE |

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

**July 26, 2016**

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

**FROM:** **GLEN W. C. KAU, P.E., DIRECTOR OF PUBLIC WORKS**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO DION AND SONS IN THE AMOUNT OF $150,000 AND TO VOYAGER IN THE AMOUNT OF $45,000 FOR THE PROVISION OF GASOLINE AND DIESEL FUEL FOR THE CITY'S FLEET AND EQUIPMENT**

## SUMMARY

This resolution requests authorization of the City Manager to issue purchase orders to Dion and Sons in the amount of $150,000 and to Voyager in the amount of $45,000 for the provision of gasoline, lube and diesel fuel for the City of Compton's fleet and equipment.

## BACKGROUND

The Public Works Street Maintenance Division has a continuous need to purchase and store gasoline and diesel fuel for the daily operations of our City-owned vehicles and equipment. Without an adequate supply of fuel, the City will not meet its daily operational needs.

The price of fuel has been volatile. Requesting firm prices from sole vendors for an entire year can hinder the City's ability to purchase fuel at the lowest price. Instead, we are requesting the authority to shop for the lowest fuel prices per gallon from two fuel providers. Dion and Sons and Voyager have provided fuel to the City of Compton in the past and have provided satisfactory service.

Therefore, we are requesting the ability to shop fuel prices on a daily basis from the following vendors to ensure that the City receives the lowest wholesale price per gallon when purchasing fuel. The funds will be allocated as follows:

| VENDORS | AMOUNT |
|---|---|
| Dion and Sons | $150,000 |
| Voyager | $ 45,000 |
| Total: | $195,000 |

## FISCAL IMPACT

The Public Works Street Maintenance Division is requesting the issuance of a purchase orders to Dion and Sons in the amount of $150,000 and to Voyager in the amount of $45,000 to provide fuel for Fiscal Year 2016-2017. Appropriate funding for these expenditures is in the approved 2016-2017 Budget in Account No. 6000-720-000-4269.

## RECOMMENDATION

Staff recommends authorizing the City Manager to issue purchase orders to Dion and Sons and Voyager for the purpose of providing fuel for the City of Compton's fleet and equipment.

**GLEN W. C. KAU, P. E.,**
**DIRECTOR OF PUBLIC WORKS**

**APPROVED FOR FORWARDING:**

**ROGER HALEY**
**CITY MANAGER**

RH/GK/RC

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO DION AND SONS IN THE AMOUNT OF $150,000 AND TO VOYAGER IN THE AMOUNT OF $45,000 FOR THE PROVISION OF GASOLINE AND DIESEL FUEL FOR THE CITY'S FLEET AND EQUIPMENT**

**WHEREAS,** this resolution requests authorization to issue purchase orders to Dion and Sons in the amount of $150,000 and to Voyager in the amount of $45,000 for the provision of gasoline, lube and diesel fuel for the City of Compton's fleet and equipment; and

**WHEREAS,** the Public Works Street Maintenance Division has a continuous need to purchase and store gasoline and diesel fuel for the daily operations of our City-owned vehicles and equipment; and

**WHEREAS,** without an adequate supply of fuel, the City will not meet its daily operational needs; and

**WHEREAS,** the price of fuel has been volatile and requesting firm prices from sole vendors for an entire year can hinder the City's ability to purchase fuel at the lowest price; and

**WHEREAS,** staff is requesting the authority to shop for the lowest fuel prices per gallon from the following two fuel providers: Dion and Sons, and Voyager; both vendors have provided fuel to the City of Compton in the past and have provided satisfactory service; and

**WHEREAS,** funds will be allocated as follows; and

| | | |
|---|---|---|
| Dion and Sons | | $150,000 |
| Voyager | | $ 45,000 |
| | Total | $195,000 |

**WHEREAS,** these funds have been allocated in the Street Maintenance Division's 2016-2017 Fiscal Year Budget in Account No. 6000-720-000-4269 for these purchases.

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

**SECTION 1.** That the City Manager is hereby authorized to issue purchase orders to Dion and Sons in the amount of $150,000 and to Voyager in the amount of $45,000 for the provision of gasoline, lube and diesel fuel for the City of Compton's fleet and equipment.

**SECTION 2.** That funds have been allocated in the Public Works approved 2016-2017 Fiscal Year budget in Account No. 6000-720-000-4269 in an amount not to exceed One Hundred Ninety Five Dollars ($195,000).

**SECTION 3.** That a copy of this resolution shall be forwarded to the offices of the City Manager, City Controller and Public Works Department.

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

**ADOPTED** this _____ day of _____2016.

_____
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

_____
**CITY CLERK OF THE CITY OF COMPTON**

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

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

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

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

_____
**CITY CLERK OF THE CITY OF COMPTON**

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **Public Works-Engineering**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO DION AND SONS IN THE AMOUNT OF $150,000 AND TO VOYAGER IN THE AMOUNT OF $45,000 FOR THE PROVISION OF GASOLINE AND DIESEL FUEL FOR THE CITY'S FLEET AND EQUIPMENT**

| | |
|---|---|
| ***Glen Kau*** | **7/13/2016 9:32:36 AM** |
| DEPARTMENT MANAGER'S SIGNATURE | DATE |

**REVIEW / APPROVAL**

| | |
|---|---|
| ***Merle Greene*** | **7/21/2016 12:50:01 PM** |
| CITY ATTORNEY | DATE |
| ***Barbara Rumbaoa*** | **7/14/2016 5:37:01 PM** |
| CITY CONTROLLER | DATE |
| ***Roger Haley*** | **7/14/2016 3:45:24 PM** |
| CITY MANAGER | DATE |

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

Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

July 19, 2016

Ms. Anita Godwin
Compton City Clerk
Compton City Hall
205 South Willowbrook Avenue
Compton, CA 90220

Dear Ms. Godwin,

This Department is preparing to conduct the November 8, 2016 Presidential General Election.

Our Training Section must train as many as 25,000 volunteers to staff approximately 5,000 polling places on Election Day. To accomplish this, we reserve over 90 training sites throughout Los Angeles County. At this time, we are looking to secure a training site in the Compton area for the convenience of the residents in and around your city who are serving on local precinct boards.

This letter is to request reservations and **waiver of fees** to use your city facilities as follows:

| | |
|---|---|
| Location: | Dollarhide Community Center<br>**Banquet Room** |
| Date: | Sunday, October 23, 2016 |
| Date: | Sunday, November 6, 2016 |
| Time: | 9:00 a.m. to 7:00 p.m. |

We have attached the City of Compton Facility Rental Request Application, and our Certificate of Self-Insurance for your records. If you have any questions regarding this matter please contact my staff: Wayne Martin at(562) 462-2819 or Charles Darden at (562) 462-2619. Correspondence may be mailed to: *Registrar-Recorder/County Clerk Pollworker Training & Outreach Section, 12400 Imperial Highway, Room 7020B, Norwalk, CA 90650; or* faxed to: *(562) 651-1035.*

Sincerely,
DEAN C. LOGAN
Registrar-Recorder/County Clerk

Elizabeth Bejarano
Election Training Manager

#14.

# City of Compton Facility Rental Guidelines

## City of Compton Facility Rental Permit Application

**Notice To Applicant:** Please type or print firmly using a ball point pen. Any person applying for the use of City property on behalf of any society, group or organization must present satisfactory credentials or proof of authorization and all applicable insurance to the Parks & Recreation Department representative in charge of permits prior to the filing of the application.

Name of Representative: Wayne Martin Phone: 562-462-2819 Date: 7/19/16

Address: 12400 Imperial Highway City: Norwalk Zip: 90650

Name of Organization: Los Angeles County RRCC Alternative Representative: Charles Darden

Address: Same City: Zip:

**Note: No Alcoholic Beverages of Any Type Are Allowed At Any City Facility**

Name of Facility: Dollarhide Park Senior Center Time Requested: 9 AM TO 7PM Total Hours: 10

Dates Requested: 10/23/16 & 11/06/16 Day of Week: Sunday. or continuous Dates: to

Type Activity: Pollworker Training Estimated Attendance: About 100/150/class. 3 - 4 classes

**Facility:** ☐ Meeting Room ☒ Banquet Room ☐ Athletic Field ☐ Multi Field ☐ Picnic ☐ Gym

**Equipment Needed:** ☒ Tables ☒ Chairs ☐ Podium ☐ P/A System ☐ Easels

**Note: Group is responsible for observing all facility Rules and Regulations and for maintaining an acceptable standard of behavior, failure to do so may result in partial/full loss of security deposit.**

Signature of Person Requesting Reservation: W. K. McA Date: 7/19/16

**For Office Use Only**

**Facility Fees:** Hours @ Total Fees

**Staff Fees:** Hours @ Total Fees

**Special Equipment Fees:** **Total Fees:**

Departmental Signature: Date: Approved: ☐ Yes ☐ No

**Security Fees:** Hours @ Total Fees

Departmental Signature: Date: Approved: ☐ Yes ☐ No

**Cleaning Fees:** Hours @ Total Fees

Departmental Signature: Date: Approved: ☐ Yes ☐ No

**Director Signature:** **Date:** Total Fees:

# City of Compton Facility Rental Guidelines

## Facility Permit / Facility Inspection Checklist

**Permit Holder's Name:Wayne Martin Facility:Dollarhide Community Center Banquet Room**
**Date:10/23/13 & 11/6/13**

Arrival Time: 9 AM Departure Time: 7 PM Equipment Used: Chairs & Tables

Complete a walk-through before and after the event with facility staff. In some instances, staff may instruct you to complete your own before & after walk-through and submit it for review. Indicate with a checkmark that you completed the required service or indicate that the area does not apply by marking "N/A" in each of the following areas:

| | Before | After |
|---|---|---|
| ➢ Garbage, debris, and recyclables are picked up from inside and outside the facility, sealed in plastic bags, and deposited in dumpsters, including cigarette butts. | ☐ | ☐ |
| ➢ Furnishings are returned to their original location including chairs, tables, trash cans, etc. | ☐ | ☐ |
| ➢ Tables and chairs are clean, undamaged, and properly stored. | ☐ | ☐ |
| ➢ Kitchen countertops and sinks are wiped down and clean. | ☐ | ☐ |
| ➢ Microwave/Refrigerator/Oven empty and cleaned of all food spills | ☐ | ☐ |
| ➢ Decorations are removed (including tape used to secure them) | ☐ | ☐ |
| ➢ Personal belongings are removed from the facility. | ☐ | ☐ |
| ➢ Equipment shows no sign of damage, is in working order and properly stored | ☐ | ☐ |
| ➢ Clean up spills and excess dirt on carpeting. | ☐ | ☐ |

Comments regarding the condition of the facility or equipment before and/or after the rental: _____

After satisfactory inspection of the facility, the Security Deposit will be refunded within 10 business days. Damages to facility and/or equipment will be assessed based upon repair or replacement costs. If costs exceed Security Deposit an invoice will be submitted to collect remaining charges.

I have completed a walk through of the facility and performed the tasks stated above. Everything has been left in good order, as it was found, except as noted above. By our signatures below, we acknowledge the cleanliness and condition of the facility and equipment after the rental group activity.

Renter **Sign-In** Signature: _____ Time-In: _____
Renter **Sign-Out** Signature: _____ Time-Out: _____
Facility Staff Signature: _____ Date: _____

#14.

# City of Compton Facility Rental Guidelines

## Rental Application Conditions

Please initial each of the following items to acknowledge that you have read and agree with the information.

WM **I understand** that this document serves as a request for usage of City of Compton Facilities and in no way serves as an agreement for rental and/or usage. I understand that a Rental Agreement contract must be completed and confirmed by the Compton Parks & Recreation Department and all deposits must be paid in addition to the Rental Agreement contract for confirmation of a rental.

WM **I understand** that my requested rental start-time and end-time includes all set-ups and clean-up and will end no later than 12 AM. I understand that I will not have access to a facility before or after my requested and confirmed start-time and end-time. Failure to exit facility/parking lot at confirmed end time **will result in additional fees being charged.**

WM **I understand** that time and date changes will be accepted in writing subject to facility and City Staff availability. Additional rental time must be paid at the time of request.

WM **I understand** that I, the applicant, must be at least 21 years of age and be present throughout the entire rental period. The applicant must be in constant contact with the on-site facility supervisor.

WM **I understand** that only rooms specified in the rental agreement will be available for my use on the day of your event. Rooms not specified on the rental contract may be occupied by other groups during my event. Entrances and closets must be kept clear of debris.

WM **I understand** there will be NO SMOKING IN ANY CITY BUILDING OR WITHIN 25 FEET OF ANY BUILDING ENTRANCE.

WM **I understand** that some equipment, decorations, and supplies cannot be used i.e.; fog/smoke machine, helium filled balloons, staples, tacks, glue, or anything that would damage city property or that is disapproved of by Recreation Staff.

WM **I understand** that **music** will be monitored throughout the event and must be **turned off by 10 pm.**

WM **I understand** all rented facilities, bathrooms, hallways, common areas and parking lots must be cleaned and in the same condition as when you arrived per the Facility Cleaning Sheet.

WM **I understand** that the deposit is only refundable upon compliance of all terms of rental contract.

WM **I understand** that for my protection the City of Compton recommends renters obtain public liability insurance for their event. This insurance will protect me and my guests while using City property and is to indemnify against loss resulting from bodily injury and/or property damage. Any insurance broker or agency can help you obtain the proper coverage.

I, Wayne Martin have read the above conditions for renting a City of Compton Facility. I agree to uphold these conditions and understand that failure to comply with any of these requirements may result in termination of the rental agreement, vacating the premises, forfeiture of deposits, and/or rental fees. In the case of damage or cleaning issues, additional charges may be assessed as well.

Applicant Signature W. K. M Date: 7/19/16

# COUNTY OF LOS ANGELES
# CERTIFICATE OF SELF-INSURANCE COVERAGE

July 19, 2016

**PRODUCER/INSURED**

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
RISK MANAGEMENT BRANCH
3333 WILSHIRE BOULEVARD, SUITE 820
LOS ANGELES, CA 90010

This Certificate is provided for informational purposes only, and does not affect, or expand any of the County's obligations pursuant to the Agreement. This Certificate also confirms that the County is not an insurance company, and that no insurance obligation or relationship exists, or will be established in any manner whatsoever between the County and any individual, contractor, vendor, and public or private entity/organization.

**ENTITIES AFFORDING COVERAGE**

| COMPANY LETTER | | PARTICIPATION |
|---|---|---|
| A | COUNTY OF LOS ANGELES | 100% |

**COVERAGES**

This Certificate of County Self-funding of Insurance Obligation (Certificate) is the County of Los Angeles' (County) authorized statement that it has elected to self-fund its financial obligations. This self-funding of liability is in lieu of commercial insurance coverage, and applies only to the extent permitted by State Law.

The County is permitted to self-fund its liabilities arising from acts or omissions of the County; its appointed and elected officers, employees, and volunteers (except for actual fraud, corruption, or malice), by virtue of California Government Code Sections 989-991.2, County Code Chapter 5.32 and Articles 1 and 2 of the County Charter. The liabilities that the County self-funds include general, automobile, property, and workers' compensation.

| CO LTR | | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | ☒<br>☐<br>☒ | **GENERAL LIABILITY**<br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE<br>OCCURRENCE | Self-Insured | 7/1/2016 | 6/30/2017 | GENERAL AGGREGATE<br>PRODUCTS-COMP/OP/AGG<br>PERSONAL & ADV INJURY<br>CONTRACTUAL LIABILITY<br>EACH OCCURRENCE | $Not applicable<br>$2,000,000<br>$2,000,000<br>$2,000,000<br>$2,000,000 |
| A | ☐<br>☒<br>☐<br>☒<br>☒<br>☐ | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | Self-Insured | 7/1/2016 | 6/30/2017 | COMBINED SINGLE LIMIT<br>BODILY INJURY (PER PERSON)<br>BODILY INJURY (PER ACCIDENT)<br>PROPERTY DAMAGE | $Not applicable<br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| A | ☒ | **PROPERTY LIABILITY** | Self-Insured | 7/1/2016 | 6/30/2017 | AGGREGATE<br>EACH OCCURRENCE | $Not applicable<br>$2,000,000 |
| A | ☒ | **WORKERS' COMPENSATION AND EMPLOYERS LIABILITY** | Self-Insured | 7/1/2016 | 6/30/2017 | STATUTORY LIMITS<br>EACH ACCIDENT<br>DISEASE – POLICY LIMIT<br>DISEASE – EACH EMPLOYEE | <br>$ As required by California Law<br>$ As required by California Law<br>$ As required by California Law |

**DESCRIPTION OF OPERATIONS/LOCATIONS:** County of Los Angeles – Department of Registrar-Recorder/County Clerk

**FACILITY USE AGREEMENT:** 2016 Election Operation Center.

**ADDITIONAL INSURANCE:** The County will consider the County Office of Education as an additional covered party under the self-funding with respect to the liability arising from the acts or omissions of County employees.

**CERTIFICATE HOLDER:**

City of Compton
For: Dollarhide Community Center Banquet Room
301 North Tamarind Avenue
Compton, CA 90220

**CANCELLATION:** SHOULD THE COUNTY ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, CERTIFICATE HOLDERS WILL BE NOTIFIED ON THE RISK MANAGEMENT WEBSITE.

By:

STEVEN T. ROBLES, COUNTY RISK MANAGER

July 26, 2016

**TO:** **MAYOR AND COUNCIL MEMBERS**

**FROM:** **CITY MANAGER**

**SUBJECT:** **REQUEST FOR DOLLARHIDE FACILITY FEE WAIVER FOR REPAST SERVICES FOR JESSE DURON SMITH**

## SUMMARY

Councilwoman McCoy received a request from a City staff member D'Nia Mitchell to utilize the Dollarhide facility for a repast for her brother Jesse Duron Smith. Mr. Smith was a Compton resident. The Mitchell Family has requested the use of the Dollarhide Center on Thursday July 28th from 12:00 – 5:00 p.m. to support the family in their time of bereavement.

## STATEMENT OF THE ISSUE

The Mitchell family has requested the following:

- Use of the Dollarhide Community Center on Thursday July 28th, 2016 for a repast service:
  - Time: 12:00 p.m. – 5:00 p.m.

## FINANCIAL IMPACT

As in the case of previous requests, the Council has the option of waiving the facility costs but requiring the requesting family to pay staff costs for the event. The staff costs for this event assuming the Council waives the facility fee would be $706.68

| DEPARTMENT | COST |
|---|---|
| **General Services**<br>2 Custodian x $30 an hour x 7 hours = $420 | $420.00 |
| | |
| **Security**<br>1 Security Officer x $47.78 an hour x 6 Hours = $286.68 | $286.68 |

**Total** **$706.68**

The Council has the right to waive fees associated with these types of events.

**RECOMMENDATION**

That the Mayor and City Council waive the facility fee but require requesting family to pay staff costs for this repast event.

**Roger L. Haley
CITY MANAGER**

**July 26, 2016**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

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

**SUBJECT: CITY COUNCIL CONSULTANT**

**SUMMARY**
Councilwoman Janna Zurita requested a City Council Consultant discussion item be brought to the City Council for consideration.

**BACKGROUND**
During City Council comments at the 7/19/16 meeting, Councilwoman Zurita requested a City Council Consultant position be brought before the City Council for discussion. The City Council Consultant would be a contracted position and serve at the pleasure of the City Council. This position may be utilized by the Council to discuss agenda items, provide second legal opinions and respond to other Council related requests. Council will discuss possible salary, recruitment, job responsibilities and other related issues.

**FISCAL IMPACT**
If approved, the cost of this Council Consultant is not in the FY 17 budget. If approved staff will come to Council at a subsequent meeting to request a budget amendment to cover the cost of the position for FY 17 budget year.

**ALTERNATIVE**
Council can reject the idea of a Council Consultant.

**STAFF RECOMMENDATION**
Staff recommends that the City Council provide direction regarding this item.

**ROGER L. HALEY**
**CITY MANAGER**

**JULY 26, 2016**

**TO:** **MAYOR AND COUNCIL MEMBERS**

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

**SUBJECT:** **MEASURE P SALES TAX SPENDING PRIORITIES AND POTENTIAL FUNDING PLAN**

## SUMMARY

Staff requests that the Mayor and City Council provide general direction on spending priorities relating to the proceeds of the Measure P sales tax revenue approved by Compton voters and certified by the Los Angeles County Registrar-Recorder.

## BACKGROUND

On February 9, 2016, the City Council adopted an ordinance calling for a special municipal election to be held on June 7, 2016, ("Special Election") and also approved an ordinance imposing a one percent transaction and use tax, also known as a "sales tax" for general purposes ("Tax Ordinance"). The Council further ordered that the ballot proposition relating to the imposition of the Tax Ordinance ("Ballot Proposition") be submitted to the voters at the Special Election.

The Special Election was held on June 7, 2016. The Los Angeles County Registrar certified that Measure P was approved by Compton voters.

Passage of Measure P will result in tremendous enhancements to the quality of life for its residents and will create local jobs as mandated by the City-Council approved First Source Local Hiring Ordinance, which requires a minimum of 35% local hires for all city funded and assisted projects. The revenue to be derived from the imposition of the new 1% sales tax will provide resources necessary to address many of the City's deferred and critical infrastructure needs.

In acknowledgement in the city's reduction in basic services caused by an approximately $42 Million deficit, deferred maintenance practices, an unfunded capital improvement program, the City's needs are many. I believe, however, that with your support, we have options available to leverage the Measure P revenue to enable us to expeditiously begin to address the community's most pressing infrastructure needs - our streets.

Therefore, I recommend that we take a very measured approach to developing a strategic plan to make the best use of the annual revenues from the new tax. With your support, staff can compile a spending strategy for your consideration and adoption that

will meet our service needs, ensure that funds are protected from future reprogramming and that dedicated fund accounts are established to easily monitor expenditures by the Council, Oversight Committee and public.

## IMPLEMENTATION OF THE NEW TAX

In accordance with California State Law, The State Board of Equalization (SBOE) will administer the City's Tax Ordinance, which conforms to the Board's model transactions and use tax ordinance. The Tax Ordinance provides that the City will contract with the State Board of Equalization to perform all functions required to administer the Tax Ordinance.

The transactions and use tax will become operative on the first day of the first calendar quarter, commencing more than 110 days after the date of adoption of the Tax Ordinance. We estimate that, should all go as planned, including the work required by the SBOE to update its software and provide collection and reporting instructions to City vendors, the new tax could be effective as early as October 1, 2016. It typically takes approximately 90 days from the time a sale takes place to the time tax revenue is processed by the SBOE and remitted to the City. Thus, in according with the schedule mentioned above, we will begin receiving the first revenues from the new tax in January, 2017.

To implement the transactions and use tax, the City is required to enter into two contracts with the State Board of Equalization, including a preparatory cost agreement and an ongoing administration agreement**.**

## FINANCIAL IMPACT

*APPOINTED OVERSIGHT COMMITTEE*
The Tax Ordinance provides for the Council to establish a Compton Taxpayers Oversight Committee by January 7, 2017 to review the expenditure of revenues collected pursuant to the Tax Ordinance. The formulation and responsibilities of this Oversight Committee Structure will be determined by the City Council.

*QUARTERLY SPENDING REPORTS PUBLISHED ON THE CITY'S WEBSITE*
As proposed, there will be quarterly expenditure reports published by the City and monitored by the City Controller Office as it relates to Measure P revenues and expenditures.

*3RD PARTY INDEPENDENT AUDIT*
All expenditures will be subject to annual independent audit procedures. The Office of the City Controller will manage and submit the findings of the audit on an annual basis.

The following are broad examples and funding estimates of possible infrastructure improvement projects the Council may want to consider to be funded by Measure P proceeds.

| Project Name | Development/Project Contribution Cost | |
|---|---|---|
| Street Repairs | $ 112 million | |
| Bridge Repairs | $ 35 million | |
| City Street Lights | $ 5 million | |
| Park Improvements (including Alondra Regional Park) | $ 15 million | |
| City Entertainment Center: Movie Theater, Events Center, Performing Arts Center | $ 35 million | |
| Entertainment Center Parking Structure | $ 15 million | |
| New City Hall | $ 25 million | |
| Council District 4 Fire Station | $ 15 million | |
| Jackie Robinson Stadium Complex | $ 3.5 million | |
| Public Safety Station (Sheriff Station) | $ 10 million | |
| Graffiti Abatement | $150,000.00 | |
| Bulky Item Pick-Up | $150,000.00 | |
| Code Enforcement | $150,000.00 | |
| Gang/drug prevention & treatment | $350,000.00 | |
| Youth Job Training | $150,000.00 | |
| Veterans/Homeless Service Center | $1.5 million | |
| Citywide Economic Development Incentives | $ 5 million | |

## FISCAL IMPACT

The base 1% sales and use tax that the City historically receives generates approximately $7 million annually. Since the sales tax is very sensitive to swings in the economy, this total fluctuates from year to year. However, it would be logical to assume that the new 1% transactions tax should generate about the same annual revenue as the base sales tax. My staff and I estimate that the new annual revenue could range from $7 million to a high of potentially $8.5 million. This estimate was also confirmed by the City's sales tax consultant, Muni-Services.

Because the transactions and use tax is a general tax, the proceeds of the tax will be received by the General Fund. However, to properly account for Measure P funds, a dedicated account will be established to receive all Measure P fund account in order to track both revenues and expenditures relating to Measure P revenue, as directed by the Mayor and Council.

While $7 million in new revenue is significant for the City, obviously, the City's needs far exceed that amount. Therefore, I believe we should identify options to leverage this new revenue. As one example of leveraging, the City could pledge some of the new revenue towards the State's Infrastructure Bank Program. To carry this example further, a pledge of $1 million of Measure P funds annually, would generate approximately $25 million in funding, assuming a 1.8% annual interest rate. The proceeds of those bonds could be used toward the repair and construction of infrastructure. This is just one example of how the City may wish to leverage this new revenue. There are other options as well that the Mayor and Council may wish to consider.

## RECOMMENDATIONS

It is requested that the Mayor and Council direct staff to prepare a draft Strategic Infrastructure Plan to include funding options. We believe this effort can be accomplished within 90 days. Once the draft Plan is complete, it will be submitted to the Mayor and Council for consideration and to receive public input and also for staff to receive further direction from the Mayor and Council.

**ROGER L. HALEY**
**CITY MANAGER**

**July 26, 2016**

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

**FROM: CITY ATTORNEY'S OFFICE**

**SUBJECT: A REQUEST TO SCHEDULE A WORKSHOP ON THE MARIJUANA ADULT USE INITIATIVE AND THE IMPACT ON LOCAL CONTROL (Tuesday, September 13, 2016 @ 5:45 p.m.)**

**SUMMARY:**

The City Council will consider a request to schedule a workshop on initiative measure known as the Control, Regulate and Tax Adult Use of Marijuana Act.

**BACKGROUND:**

An initiative measure known as the Control, Regulate and Tax Adult use of Marijuana Act has qualified for the November 2016 ballot. If adopted by the voters, the Act will, among other things, legalize the use of recreational marijuana for those who are 21 years of age or older and will establish a comprehensive system to regulate commercial marijuana activity.

**STATEMENT OF THE ISSUE**:

Staff is requesting to hold a presentation, receive public input and answer City Council questions regarding the latest information from the proposed November ballot measure and discuss various options on the commercial activity regarding marijuana use. It is anticipated that City Council will be able to receive information from law enforcement, legal experts and other knowledgeable members of this industry.

**RECOMMENDATION:**

Staff recommends that the City Council schedule a workshop for **Tuesday, September 13, 2016 at 5:45 p.m.**

**CRAIG J. CORNWELL**
**CITY ATTORNEY**

July 26, 2016

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

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

**SUBJECT:** **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON GRANTING 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 WITHIN THE JURISDICTION OF THE CITY OF COMPTON.**

## SUMMARY

Adoption of this ordinance will grant a five (5) year franchise agreement (i.e. August 25, 2016 through August 24, 2021) followed by the option to extend the franchise agreement for four (4) additional five-year terms, 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.

## 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, 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 five years (5) years; effective August 25, 2016 through August 24, 2021 with an option to extend the franchise for four (4) five (5) year terms to eliminate confusion, maximize efficiencies and minimize administrative costs.

Additionally, Torrance Pipeline Company, LLC may exercise its rights to extend this franchise by notifying the City of Compton of its election to extend the franchise in writing no later than ninety (90) days prior to the expiration of the then current term.

Key provisions of the proposed franchise ordinance are as follows:

Term: The new franchise shall be effective August 24, 2016 and expire on August 24, 2041.

> 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, on June 14, 2016, the City Council adopted Resolution No. 24,354, declaring its intention to grant the proposed franchise to Torrance Pipeline Company, LLC 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. A duly noticed, public hearing was conducted before the City Council on July 5, 2016.

## 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 2016-2017 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 DEPARTMENT**

**APPROVED FOR FORWARDING**

**ROGER L. HALEY**
**CITY MANAGER**

RLH:GK:JS

**ORDINANCE NO._____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON GRANTING 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 WITHIN THE JURISDICTION OF THE CITY OF COMPTON**

**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 five (5) years (i.e. August 25, 2016 through August 24, 2021) with an option to extend the franchise for four (4) five (5) year terms, to eliminate confusion, maximize efficiencies and minimize administrative costs; and

**WHEREAS,** the City Council held a public hearing pursuant to Section 1502 of the Compton City Charter on Tuesday, July 5, 2016 to receive public comments on the proposed granting of the five (5) year petroleum pipeline franchise to Torrance Pipeline Company, LLC; and

**WHEREAS,** Torrance Pipeline Company, LLC, doing business in California has made application to the City Council of the City of Compton for a franchise to be upon the following terms, provisions and conditions.

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

**Section 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 will 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.

**Section 2. Duration of Franchise:**

The franchise shall be effective on August 24, 2016. The term of this franchise shall be for five (5) years, terminating on August 24, 2021 with an option to extend the franchise for four (4) five (5) year terms. **GRANTEE** may exercise its rights to extend this franchise by notifying the "City" of its election to extend this franchise in writing no later than ninety (90) days prior to the expiration of the then current term".

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.

**Section 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.

**Section 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.

**Section 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:

| Pipe Internal Diameter | Rate (per lineal foot) |
|---|---|
| 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 Sates 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 thee **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%).

**Section 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.

**Section 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.

**Section 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.

**Section 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.

**Section 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.

**Section 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.

**Section 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.

**Section 13.** Said franchise is not and shall not be exclusive.

**Section 14.** 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 15.** That copies of this Ordinance shall be forwarded to the offices of the City Manager, City Controller, City Attorney and the Department of Public Works/Municipal Utilities.

**Section 16.** That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect thirty (30) days after the date of its final passage and adoption by the City Council.

**Section 17.** That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

**ADOPTED** this ___ day of _____, 2016.

_____
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

_____
**CITY CLERK OF THE CITY OF COMPTON**

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

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

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

_____
**CITY CLERK OF THE CITY OF COMPTON**

# City of Compton

ExxonMobil Oil Corporation

**Legend**

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

N

E 120th St
S Wilmington Ave
S Alameda St
E El Segundo Blvd
El Segundo Blvd
N Compton Ave
Rosewood
W Rosecrans Ave
N Wilmington Ave
N Alameda St
N Santa Fe Ave
S Central Ave
W Compton Blvd
Compton
W Alondra Blvd
Rancho Dominguez
W Greenleaf Blvd
Central Ave
Wilmington Ave
Alameda St
Santa Fe Ave
W Walnut St
W Artesia Blvd
47

Google earth

© 2016 Google

5000 ft

**July 26, 2016**

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

**FROM:** **GLEN W.C. KAU, P.E., DIRECTOR**
**PUBLIC WORKS DEPARTMENT**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SULLY-MILLER CONTRACTING COMPANY FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE PATH IMPROVEMENTS PROJECT (CIP# 15-01)($1,341,725)**

## SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a construction contract with Sully-Miller Contracting Company ("Sully-Miller") for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Path Improvements Project (CIP# 15-01), establish a purchase order for Sully-Miller in the amount of One Million Two Hundred Nineteen Thousand Seven Hundred Fifty Dollars ($1,219,750.00) and authorize a project contingency amount of One Hundred Twenty One Thousand Nine Hundred Seventy Five Dollars ($121,975.00).

## BACKGROUND

The Wilmington Avenue Safe Streets Pedestrian/Bicycle Path Improvements Project is a pedestrian and bicycle safety improvement project aimed to improve pedestrian and bicycle safety for the communities adjacent to the Wilmington Avenue transportation corridor by developing safer pedestrian crossings and intersections, as well as installing bicycle lanes to improve bicycle visibility and safety, thereby reducing collisions.

The Project was advertised for bid on June 15, 2016. Bids were received and opened on July 6, 2016. Four (4) bids were received as follows:

| Contractors | Amount |
|---|---|
| All American Asphalt | $1,353,840 |
| Excel Paving | $1,448,486 |
| Shawnan | $1,690,760 |
| Sully-Miller | $1,219,750 |

Based upon bids received and review of submitted bid documents, it has been determined that Sully-Miller submitted the lowest responsive bid. Accordingly, staff recommends City Council award the construction contract to Sully-Miller in the amount of $1,219,750.00. Additionally, staff recommends that a ten percent (10%) contingency in the amount of $121,975.00 for any unforeseen costs be authorized for this Project. The Engineers Estimate for this Project was $1.8 million.

## STATEMENT OF THE ISSUE

The proposed pedestrian and bicycle safety improvements to be performed by Sully-Miller include the following:

- **El Segundo Boulevard at Wilmington Avenue** – Installation of wider and colored crosswalks, high visibility crosswalk striping, countdown pedestrian signals and enhanced pedestrian lighting
- **131st Street at Wilmington Avenue** – Installation of wider crosswalks, high visibility crosswalk striping, countdown pedestrian signals and enhanced pedestrian lighting
- **133rd Street at Wilmington Avenue** – Installation of wider sidewalks, pedestrian actuated traffic warning system, Rectangular Rapid Fire Beacon LED warning light and sign, and embedded LED flashing beacons
- **Wilmington Avenue between 137th and 139th Streets** – Installation of sidewalks along the westerly side of Wilmington Avenue
- **Stockwell Street at Wilmington Avenue** – Installation of wider crosswalks, high visibility crosswalk striping, countdown pedestrian signals and enhanced pedestrian lighting
- **139th Street at Wilmington Avenue** – Installation of wider crosswalks, high visibility crosswalk stripping, countdown pedestrian signals and enhanced pedestrian lighting
- **Wilmington Avenue between El Segundo Boulevard and Rosecrans Avenue** Installation of Class II bike lanes with advisory signage and installation of four (4) solar powered speed feedback signs for speed control and attainment
- **Rosecrans Avenue between Wilmington Avenue and the Compton Creek** Installation of Class II bike lanes with wayfinding signage to connect the Wilmington Avenue Class II bike lanes (s) and El Segundo Boulevard.

In order to authorize the City Manager to enter into a contract and issue a purchase order for Sully-Miller, City Council's authorization is necessary.

## FISCAL IMPACT

Funds for this expenditure ($1,219,750 construction costs plus $121,975 recommended contingency) are available in the Public Works Department 2016-2017 Fiscal Year budget as follows:

| Account Number | Amount |
|---|---|
| 1900-710-000-4269 | $ 737,822 |
| 1900-710-000-4266 | $ 423,023 |
| 1900-710-000-4262 | $ 70,943 |
| 1900-710-000-4249 | $ 32,912 |
| 1900-720-000-4269 | $ 77,025 |
| **Total Amount** | **$ 1,341,725** |

## ALTERNATIVE

Council can reject all bids and instruct staff to re-advertise, however, due to the desire of the City to move forward with this project, no other alternative is being proposed at this time.

## RECOMMENDATION

That the City Council adopt the attached Resolution.

**GLEN W.C. KAU, P.E., DIRECTOR**
**PUBLIC WORKS/MUNICIPAL SERVICES 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 AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SULLY-MILLER CONTRACTING COMPANY FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE PATH IMPROVEMENTS PROJECT (CIP# 15-01)($1,341,725)**

**WHEREAS,** the Wilmington Avenue Safe Streets Pedestrian/Bicycle Path Improvements Project is a pedestrian and bicycle safety improvement project aimed to improve pedestrian and bicycle safety for the communities adjacent to the Wilmington Avenue transportation corridor by developing safer pedestrian crossings and intersections, as well as installing bicycle lanes to improve bicycle visibility and safety, thereby reducing collisions; and

**WHEREAS,** the Project was advertised for competitive bids on June 15, 2016 and on July 6, 2016, the City received four (4) bids as follows:

| **Contractors** | **Amount** |
|---|---|
| All American Asphalt | $1,353,840 |
| Excel Paving | $1,448,486 |
| Shawnan | $1,690,760 |
| Sully-Miller | $1,219,750 |

**WHEREAS,** staff recommends accepting the lowest and most responsible bid provided by Sully-Miller Contracting Company for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Path Improvements Project in the total amount of $1,219,750.00; and

**WHEREAS,** staff recommends that a ten percent (10%) contingency in the amount of $121,975.00 for any unforeseen costs be authorized for this Project; and

**WHEREAS,** funds for this expenditure are available in the Public Works Department's 2016-2017 Fiscal Year budget; and

**WHEREAS,** in order to authorize the City Manager to enter into a contract and establish a purchase order for Sully-Miller Contracting Company, City Council's authorization is necessary.

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

**SECTION 1.** That the bid of Sully-Miller Contracting Company in the amount of One Million Two Hundred Nineteen Thousand Seven Hundred Fifty Dollars ($1,219,750.00) be accepted and all other bids rejected.

**SECTION 2.** That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a construction contract with Sully-Miller Contracting Company to provide specified construction services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Path Improvements Project (CIP 15-01).

**SECTION 3.** That a purchase order in an amount of $1,219,750.00 is authorized to be established for Sully-Miller Contracting Company for services to be rendered pursuant to the Wilmington Avenue Safe Streets Pedestrian/Bicycle Path Improvements Project (CIP# 15-01).

**SECTION 4.** That a contingency amount of up to $121,975 is hereby authorized.

**SECTION 5.** That funds for this expenditure; inclusive of the $1,219,750.00 construction costs and $121,975.00 contingency; in the total amount of $1,341,725.00 are available in the Public Works Department 2016-2017 Fiscal Year budget as follows:

| Account Number | Amount |
|---|---|
| 1900-710-000-4269 | $ 737,822 |
| 1900-710-000-4266 | $ 423,023 |
| 1900-710-000-4262 | $ 70,943 |
| 1900-710-000-4249 | $ 32,912 |
| 1900-720-000-4269 | $ 77,025 |
| **Total Amount** | **$ 1,341,725** |

**SECTION 6.** That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works/Municipal Services Department.

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

**ADOPTED** this ____ day of _____, 2016.

_____
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

_____
**CITY CLERK OF THE CITY OF COMPTON**

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

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

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

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

_____
**CITY CLERK OF THE CITY OF COMPTON**

**CONSTRUCTION SERVICES AGREEMENT**
**BETWEEN**
**CITY OF COMPTON**
**AND**
**SULLY-MILLER CONTRACTING COMPANY**
**[Wilmington Avenue Safe Streets Pedestrian/**
**Bicycle Path Improvements Project (CIP# 15-01)]**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **SULLY-MILLER CONTRACTING COMPANY** (hereinafter referred to as "**CONTRACTOR"**) located at 135 South State College Boulevard, Suite 400, Brea, California 92821.

**RECITALS:**

A. City is a municipal corporation duly organized and validly existing under the law of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement.

C. City and Contractor enter into this Agreement for the purpose of retaining Contractor to perform that work required pursuant to the Wilmington Avenue Safe Streets Pedestrian/Bicycle Path Improvements Project (CIP# 15-01) ("Project")**.**

D. Authorization to enter into this Agreement is pursuant to Resolution No. ____, adopted by the City Council on _____, 2016.

**WHEREFORE,** the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as set forth below:

## 1.0 GENERAL PROVISIONS

### 1.1 Definitions.

**1.1.1 "Work"** consists of all of the Construction Services, including but not limited to all of the labor, materials and equipment necessary to complete the Project in accordance with the Contract Documents.

**1.1.2 "Contract Documents"** consists of this Agreement (including all exhibits and schedules), any amendments and clarifications issued thereto, the "Notice Inviting Bids," "Instructions to Bidders," any "Supplementary Instructions to Bidders," and any addendum(s) and supplements thereto issued by the City, the "Proposal" and any "Bid/Unit Price Proposal" submitted by the Contractor, the plans, general conditions, special provisions, standard and technical specifications, schedules, exhibits, drawings, designation of subcontractors,

information required of bidder, all required bonds, insurance policies, endorsements, certificates, permits, notices and affidavits, notice to proceed, notice of completion, any Change Orders, the provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition (except as modified), Standard Specifications of the State of California Department of Transportation (CalTrans), latest Edition (except as modified), Work Area Traffic Control Handbook (WATCH), latest Edition, CalTrans Standard Drawings, latest edition, Manual on Uniform Traffic Control Devices (MUTCD), latest Edition, MUTCD Latest California Supplement, and any and all other documents identified in the Contract Documents which together form the agreement between the City and the Contractor.

**1.2 Public Work of Improvement.**

City and Contractor acknowledge that City is a political subdivision of the State of California and that construction of the Project is to be funded with public funds.

**1.3 Trust and Confidence.**

Contractor accepts the obligation of trust and confidence established between it and City by this Agreement and shall act in the best interests of City, as its fiduciary, in carrying out Contractor's duties and responsibilities under this Agreement, including, without limitation, the furnishing of efficient business administration, sufficient senior level management and other qualified personnel to complete Contractor's obligations under the Contract Documents in an expeditious and economical manner and within the Contract Price and Contract Time.

**1.4 Standard of Care.**

Contractor shall perform all its obligations under the Contract Documents in accordance with the highest standard of care applicable to the performance of services and Work required by the Contract Documents. In the event portions of the Project are to be performed in accordance with a specific performance standard, the Work shall be performed so as to achieve such standard.

**1.5 Compliance with Applicable Laws.**

Contractor shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances, and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Upon City's request, Contractor shall furnish evidence satisfactory to City that any and all of the foregoing obligations have been fulfilled. Without limiting the foregoing, Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work.

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract. Contractor shall also

comply with the following laws:

**1.5.1 Prohibition Against Employment Discrimination.** During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, gender, marital status, ethnicity, religion, age or medical condition as set forth in the California Labor Code Section 177.6, Government Code, Title VII of the Civil Rights Act and the Civil Rights Act of 1991 and any amendments to the above. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, gender, marital status, ethnicity, religion, age or medical condition.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or part and the Contractor may be declared ineligible for further Government contracts and such other sanctions may be imposed and remedies invoked as provided by law.

**1.5.2 Clayton Act and Cartwright Act.** In accordance with Section 7103 of the California Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from the purchases of goods, services or materials pursuant to this Contract.

**1.5.3 Subletting and Subcontracting.** Contractor acknowledges and agrees that it is the City's intent for the provisions of the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the California Public Contract Code) to apply to all phases of the Work.

**1.5.4 State Prevailing Wage Requirements.** The Contractor's duty to pay prevailing wages can be found under California Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractor's responsibility to ensure payment of prevailing wages and inform all subcontractors that prevailing wage requirements apply to this construction project from commencement of the Contract through completion of the Work.

**.a** Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work. Contractor shall forfeit to the City**,** as penalty, **Fifty Dollars ($50.00)** for each calendar day or portion thereof for each worker paid

(either by him or any subcontractors under him) less than the prevailing rate described above on the Work provided for in this Agreement, all in accordance with the State Labor Code and be subject to debarment from future public works projects with the City for a period not to exceed three (3) years. The Contractor shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code. The Contractor shall conform to the State Labor Code and it is agreed that the Contractor shall forfeit to the City, as penalty, the sum of **Twenty Five Dollars ($25.00)** for each worker employed in the execution of this Contract by the Contractor or any subcontractors for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in one day or 40 hours in one week in violation of said article. The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, employees and agents from any and all liability including, but not limited to wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law including, but not limited to the Federal Fair Labor Standards Act, as amended, for work performed by the Contractor's employees for which the City may be found jointly or solely liable.

**1.5.5 Employment of Apprentices.** Pursuant to California Labor Code Section 1777.5, Contractor shall file with the appropriate Joint Apprenticeship Training Committee ("JATC"), a DAS-140 form registering to train apprentices. Only those programs approved by the California Apprenticeship Council are applicable to accept DAS-140 registration forms. In addition, contractor is required to make appropriate training contributions as set forth in the prevailing wage determination to each appropriate JATC, or in the alternative, to the California Apprenticeship Council.

**.a** Contractor shall forfeit to the City**,** as penalty, **Fifty Dollars ($50.00)** for each calendar day and be subject to debarment from future public works projects with the City for a period not to exceed three (3) years for failure of Contractor to register to train apprentices or failure to pay the appropriate training contribution.

**1.5.6 Certified Payrolls.** Pursuant to California Labor Code Section 1776, Contractor shall keep weekly payroll records, which shall be certified under penalty of perjury to record the proper payment of prevailing wages for this Project. City shall accept computer printouts (which are then certified) in lieu of the standard form as long as the computer printout provides all of the same information as required on the certified payroll form. Failure of Contractor to provide the certified payrolls within ten (10) days of a written deficiency notice from the City shall result in a penalty of **Twenty Five Dollars ($25.00)** per day per worker for each day of violation. City maintains the right to withhold any and all funds due the Contractor and/or his/her subcontractors in the event that certified payrolls are not maintained and provided to the City upon request.

**1.6 Key Personnel.**

**1.6.1 Contractor's Representative.** Contractor hereby designates **David Martinez, President** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

**1.6.2** Before starting the Work, City shall have the authority to not approve the Contractor's proposed representative. The City shall inform the Contractor in writing and request a replacement representative. The City shall have the authority to require the Contractor to remove its representative at any time without cause and at no cost to the City.

**1.6.3 City's Representative.** City hereby designates **Glen W.C. Kau, P.E., Director of Public Works** as City's Representative for this Project.

**1.7 Independent Contractor.**

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

**1.8 Permits.**

Contractor understands and assumes all risk and sole responsibility, without any adjustment to the Contract Price or Contract Time, for obtaining all permits, licenses and approvals that may be necessary for the Project to be completely constructed and ready for occupancy by City.

Prior to or at the time of execution of this Agreement, the Contractor shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

## 2.0 SCOPE OF SERVICES

**2.1** It is the mutual understanding of the parties that all construction services to be performed hereunder shall be performed pursuant to the fee schedule, scope of work, the City Engineer and/or Project Manager, and other requirements contained in the Contract Documents. Contractor agrees to provide and furnish all necessary professionals, managers, supervisors, staff, equipment, materials, laborers, necessary tools, expendable equipment, all utility and transportation services and other facilities required to complete the following Work:

**WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE PATH IMPROVEMENTS PROJECT (CIP #15-01)**

**The Wilmington Avenue Safe Streets Pedestrian/Bicycle Path Improvements Project is a pedestrian and bicycle safety improvement project aimed to**

**improve pedestrian and bicycle safety for the communities adjacent to the Wilmington Avenue transportation corridor by developing safer pedestrian crossings and intersections, as well as installing bicycle lanes to improve bicycle visibility and safety.**

The Wilmington Avenue Safe Streets Pedestrian/Bicycle Path Improvements Project (CIP #15-01) - generally consists of pedestrian and bicycle safety improvements - including but not limited to:

- El Segundo Boulevard at Wilmington Avenue – Installation of wider and colored crosswalks, high visibility crosswalk striping, countdown pedestrian signals and enhanced pedestrian lighting
- 131st Street at Wilmington Avenue – Installation of wider crosswalks, high visibility crosswalk striping, countdown pedestrian signals and enhanced pedestrian lighting
- 133rd Street at Wilmington Avenue – Installation of wider sidewalks, pedestrian actuated traffic warning system, Rectangular Rapid Fire Beacon LED warning light and sign, and embedded LED flashing beacons
- Wilmington Avenue between 137th and 139th Streets – Installation of sidewalks along the westerly side of Wilmington Avenue
- Stockwell Street at Wilmington Avenue – Installation of wider crosswalks, high visibility crosswalk striping, countdown pedestrian signals and enhanced pedestrian lighting
- 139th Street at Wilmington Avenue – Installation of wider crosswalks, high visibility crosswalk stripping, countdown pedestrian signals and enhanced pedestrian lighting
- Wilmington Avenue between El Segundo Boulevard and Rosecrans Avenue - Installation of Class II bike lanes with advisory signage and installation of four (4) solar powered speed feedback signs for speed control and attainment
- Rosecrans Avenue between Wilmington Avenue and the Compton Creek - installation of Class II bike lanes with wayfinding signage to connect the Wilmington Avenue Class II bike lanes (s) and El Segundo Boulevard.

**2.2 Management of Construction Work.**

In addition to the Construction Work, Contractor shall cooperate with the City, City's Engineer and/or any construction management firm it may utilize as concerns and is incidental to construction projects of the nature and scope of this Project. The services required are not intended in any manner to diminish the overall responsibility of Contractor for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

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

## 3.0 CONTRACT PRICE

### 3.1 Total Compensation.

As full and complete compensation for the faithful performance of all of the Work hereunder performed by Contractor in accordance with the Contract Documents, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **One Million Two Hundred Nineteen Thousand Seven Hundred Fifty Dollars ($1,219,750.00)** ("Contract Price")**,** subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

**3.2 The Contract Price, unless changed by Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor are concerned.** Should additional amounts be required to be expended, over and above the Contract Price, to achieve completion of the Work, including project construction, and payment to Contractor, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract surety herein, and City shall not be liable for same. Should the final cost of the construction work and Contractor's compensation total less than the Contract Price, or any approved revision thereof, the difference shall inure to the benefit of City and no claim for all or any portion of said difference shall be valid against or payable by City.

### 3.3 Payments.

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

Contractor shall be reimbursed in accordance with the provisions of *California Public Contract Code, Section 20104.50*, upon receipt by the City of itemized invoices for services completed. City will verify the accuracy of the request, correct the charges where appropriate and make payment to the Contractor in an amount equal to the amount of such invoice, as verified or corrected by City. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which the Contractor is billing. Invoices shall be delivered or mailed to the Public Works Director/City Engineer or his/her designee at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

### 3.4 Retention.

Contractor agrees to the withholding of a 5% retention fee by the City**.** Unless there is a dispute, within sixty (60) days after the date of completion of the Work, the retention fee shall be released. If there is a dispute, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount. For purposes of this section, "completion" means any of the following:

- The occupation and use of the improvement by the City after cessation of labor on the Work; or
- The acceptance of the Work by the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 100 days, due to factors beyond the control of the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 30 days if the City files for record a notice of cessation or a notice of completion.

**-Or-**

Pursuant to *Section 22300 of the Public Contract Code*, this Contract permits the substitution of securities for any monies withheld by a public agency to ensure performance under this Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Securities eligible for investment under this section shall include those listed in *Government Code Section 16430* or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, Contractor may request the City to make payment of earned retentions directly to the escrow agent at the expense of Contractor. Also at Contractor's expense, Contractor may direct investment of the payments in securities, and Contractor shall receive interest earned on such investment upon the same conditions as provided for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest and payments received by escrow agent from the City pursuant to the terms of Section 22300. Contractor shall pay to each subcontractor, not later than 20 days after receipt of such payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure performance of Contractor.

### 3.5 Contractor's Warranty of Contract Price.

Contractor warrants and represents that the Contract Price, includes without Limitation: (i) all overhead, general and administrative expenses, including without limitation, both on-site and off-site direct job expenses and home office overhead for the Project and all fees and assessments for building and other permits for which Contractor is responsible, licenses and inspections required for the Project, and (ii) includes and assumes that from time to time Contractor will encounter delays, difficult conditions arising from limited access to work areas or other interferences for which responsibility is not otherwise attributable to Contractor and unforeseen conditions at the Site not constituting differing site conditions. Except as otherwise provided in the Contract Documents, Contractor assumes full responsibility for its examination, investigation and understanding of such delays and difficulties which may be

encountered, and shall be deemed to have included in its Contract Price a sum to cover the cost and expense associated therewith.

## 4.0 TIME

### 4.1 Time of Essence.

Time is of the essence with respect to all time limits set forth in the Contract Documents.

### 4.2 Commencement.

**4.2.1 Construction Services.** Contractor agrees to commence the Work provided for herein within **10 calendar days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Director of his/her designee, and continue in a diligent, professional and worker-like manner without interruption until the work is completed or within a total of **70 working days** (this period is inclusive of time to procure needed materials, mobilization, etc.), whichever occurs first, unless this Agreement is extended, suspended or terminated as provided herein.

**.a** Notwithstanding any other provisions of this Contract, Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to issuance of a Notice to Proceed. The City's knowledge of work being performed prior to issuance of the Notice to Proceed shall not obligate the City to accept or pay for such work. Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work pursuant to this Contract.

### 4.3 Extensions.

The Contract Time shall not be extended except by a Change Order issued in accordance with the Contract Documents.

### 4.4 Compensation for Delay.

**4.4.1 Sole Remedy**. Extensions of time adjusting the Contract Time shall be Contractor's sole and exclusive remedy for delay for reasons beyond its reasonable control.

### 4.5 Liquidated Damages.

**IF CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE PERIODS OF TIME REFERRED TO IN PARAGRAPH 4.2.1 OF THIS AGREEMENT (AS ADJUSTED BY CHANGE ORDER FOR EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS), CITY WILL INCUR DAMAGES, THE AMOUNT OF WHICH WILL BE DIFFICULT OR IMPOSSIBLE TO ESTABLISH WITH CERTAINTY, INCLUDING BUT NOT LIMITED TO INEFFICIENCY AND DISRUPTION OF CITY'S OPERATIONS. THE PARTIES THEREFORE AGREE THAT FOR EACH DAY PAST THE COMPLETION DATES REFERRED TO IN PARAGRAPH 4.2.1 (AS ADJUSTED BY CHANGE ORDER FOR THE**

**EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS) THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE, CONTRACTOR SHALL PAY CITY THE SUM OF ONE THOUSAND DOLLARS ($1,000) FOR EACH CALENDAR DAY DELAYED BEYOND THE TIME PRESCRIBED FOR FINISHING THE WORK AS LIQUIDATED DAMAGES. THIS SUM REPRESENTS A REASONABLE EFFORT TO ESTIMATE FAIR COMPENSATION FOR THE FORESEEABLE LOSSES CITY WILL INCUR ON ACCOUNT OF DELAYS IN SUBSTANTIAL COMPLETION OF THE WORK AND IS NOT A PENALTY. IF LIQUIDATED DAMAGES ARE NOT PAID, THE CITY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONEY DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR UNDER THIS AGREEMENT IN ADDITION TO ANY OTHER REMEDY AVAILABLE TO THE CITY. CONTRACTOR SHALL NOT BE ASSESSED LIQUIDATED DAMAGES IF THE DELAY IS CAUSED BY ACTS OF GOD WHICH COULD NOT REASONABLY HAVE BEEN FORSEEN OR GUARDED AGAINST; STRIKES, BOYCOTTS OR LIKE OBSTRUCTIVE ACTIONS BY CONTRACTOR'S OR IT'S SUBCONTRACTOR'S EMPLOYEES WHICH ARE BEYOND CONTRACTOR'S CONTROL; FAILURE OF CITY TO PERFORM; OR FAILURE OF A PUBLIC UTILITY TO RELOCATE OR REMOVE AN EXISTING UTILITY REQUIRED FOR PERFORMANCE OF THIS CONTRACT. CITY AND CONTRACTOR HEREBY INDICATE THEIR AGREEMENT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION:**

| | |
|---|---|
| **City of Compton – City Manager** | **Contractor – Sully-Miller Contracting Company** |

**4.6 Construction Schedule.**

Contractor shall prepare and submit to City a detailed Construction Baseline Schedule (showing all milestones with critical activities on the Baseline Schedule) for the entire Work prior to commencing construction. No Work shall be started until the Schedule has been approved in writing by the City. The Construction Schedule shall be prepared, utilizing a time-scaled bar chart showing continuous flow from left to right and major milestones which are critical to the completion of the construction of the project and a clearly highlighted critical path. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each activity. Activities shall be in sufficient detail to demonstrate a practical plan to complete the construction within the Contract Time. At a minimum, the Construction Schedule shall include City review dates and City review periods related to preparation and processing of submittals, delivery of materials or equipment requiring long-lead time procurement, City's occupancy requirements showing portions of the project having occupancy priority, and proposed dates of substantial completion, performance of minor (or, "punch list") work and final completion.

**4.7 City Review Periods.**

All schedules prepared by Contractor, shall include such City review periods as are required by the nature of the work and/or as requested by the City. Contractor shall in all cases deliver to City prior to commencement of a City review period a written request for review, accompanied, if appropriate, by the document, question or other information requiring the City or Architect review, response, approval or consideration. For purposes of determining

compliance with the City review periods, if Contractor does not deliver its request for review before the first day of a City review period scheduled in the governing schedule, the City review period shall not commence until Contractor delivers such request and the respective City review date shall be extended (without any corresponding adjustment to the Contract Time) on a day-for-day basis until Contractor delivers such request to the proper entity from which a response, review or approval is sought. To the extent that such an extension causes delay to Contractor's performance within the Contract Time, such delay shall be deemed an inexcusable delay.

### 4.8 Governmental Authority Review Periods.

Contractor shall include in all of the schedules it prepares estimates of the time required for governmental authorities to inspect, review and approval of the Work while in progress. Contractor is solely responsible for the sufficiency and accuracy of its estimates of time for all governmental authority review periods.

## 5.0 CONSTRUCTION PHASE

### 5.1 General.

**5.1.1** Contractor shall completely perform, to City's satisfaction, all of the Work in accordance with this Agreement and other Contract Documents.

**5.1.2** Unless otherwise provided in the Contract Documents, Contractor shall furnish, or cause to be furnished, and shall pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

**5.1.3** Contractor shall attend meetings with City as frequently as is necessary to the expeditious performance of the Work for the purpose of discussing construction issues which may arise during the Project.

### 5.2 Supervision of Work.

Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

### 5.3 Permits, Approvals, Licenses and Notices.

Contractor shall obtain and pay for (i) all permits, approvals, licenses and easements; and (ii) government charges and inspection fees pertaining to the construction of the Project.

**5.4 Safety.**

**5.4.1** Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work.

**5.4.2** Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

**.a** Employees and all other persons at the Site;

**.b** Materials and equipment stored on the Site or off the Site at locations for use in performance of the Work; and

**.c** The Project and all property located at the Site, whether or not said property or structures are part of the Project or involved in the Work.

**5.4.3** Contractor shall designate an individual at the Site in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

**5.4.4** Losses not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.

**5.4.5** If City deems any part of the Work or Site unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the Work or take corrective measures. Neither City's order nor Contractor's action in response thereto shall be the basis for adjustment in the Contract Price or Contract Time.

**5.4.6** Should this work involve digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

**.a** Material the Contractor believes may be material that is hazardous waste, as defined in *Section 25117 of the Health and Safety Code that* is required to be removed to a Class I, Class II or Class III disposal site.

**.b** Subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to bidders prior to deadline for submitting bids.

**.c** Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

**5.4.7** Contractor represents that in advance of the excavation of any trench deeper than five (5) feet, it shall submit for acceptance by the City or a registered civil or structural engineer, employed by the City, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

### 5.5 Substitutions.

There shall be no substitutions in the Work or procedures or methods specified by the Contract Documents for performing the Work, unless Contractor first receives written approval for such substitution from City.

### 5.6 Trade Contractors.

**5.6.1** If applicable, Contractor shall employ only Trade Contractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Each Trade Contractor, of every tier, shall be fully bound to the Contract Documents in the same manner as Contractor is bound to City for all the requirements of the Contract Documents to the extent applicable to the Trade Contractor's portion of the Work.

**5.6.2** Contractor assumes responsibility for the proper performance of the Work of Trade Contractors, of every tier, and any acts or omissions in connection with such performance. Contractor shall coordinate the activities of all Trade Contractors, of every tier.

### 5.7 Separate Contractors.

**5.7.1** Contractor agrees to reasonably cooperate with, and coordinate its activities so as not to interfere with, those Separate Contractors performing work at the Site, so that the Project can be completed in an orderly and coordinated manner without delay.

**5.7.2** If any part of the Work depends upon other work performed by Separate Contractors, Contractor shall, prior to proceeding with that part of the Work, inspect such other work and promptly notify the City of any circumstance or fact that would render such other work unacceptable for the proper performance of the Work. Contractor shall not proceed with such part of the Work without further direction from the City. Contractor shall be liable for losses incurred due to any defects in such other work not so reported by Contractor.

## 6.0 ACCOUNTING RECORDS

### 6.1 Access.

Contractor shall keep, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to keep, full and detailed accounts in accordance with the requirements of the Contract Documents and exercise such controls as

may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar Projects and be satisfactory to City and shall include preservation of such records for a period of four (4) years after final completion of the Work, or for such longer period as may be required by law.

Contractor shall allow, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to allow, City or its authorized representative(s) and accountants, within twenty-four (24) hours after requested by City, to inspect, audit or reproduce any and all records relating to the Project. Such records shall include all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, including without limitation the following: agreements; purchase orders; leases; contracts; commitments; arrangements; notes; schedules; daily diaries; superintendent reports; drawings; receipts; vouchers; memoranda; accounting records; job cost reports, job cost files (including documentation covering negotiated settlements); backcharge logs; general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends; any documents customarily maintained by contractors performing work on a cost plus a fee basis; other documents that City otherwise deems necessary to substantiate charges or claims related to the Project.

### 6.2 Enforcement.

Contractor hereby consents and agrees that any failure by Contractor to provide access to records as provided in this Article 6.0 shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony, to compel Contractor to permit access, inspection, audit and/or reproduction of the records or to require delivery of the records to City for inspection, audit and/or reproduction.

## 7.0 INDEMNITY, BONDS

### 7.1 Indemnity.

**7.1.1 General Indemnity.** To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify, and hold harmless City, its City Council, boards and commissions, officials, officers, agents, employees, representatives, insurers and volunteers (hereinafter collectively referred to as "City") through legal counsel acceptable to City, from and against any and all Losses arising directly or indirectly from, or in any manner relating to, any of the following: (i) any act or omission (negligent or otherwise) of Contractor, or by its Trade Contractors, of any tier; (ii) performance or nonperformance by Contractor or its Trade Contractors, of any tier, of any of the obligations under this Agreement or the other Contract Documents; (iii) the construction activities of Contractor, or its Trade Contractors, of any tier, either on the Site or on other properties; (iv) the payment or nonpayment of money by Contractor, or by any of its Trade Contractors, of any tier; or (v) any personal injury, property damage or economic loss to third persons or entities associated with the performance or nonperformance by Contractor, or any of its Trade Contractors, of any tier; provided, however, that nothing contained herein shall be construed as obligating Contractor to indemnify the City

for losses resulting from the City's sole negligence, active negligence or willful misconduct. Contractor shall pay City for any costs incurred in enforcing the defense and/or indemnity obligations under this provision. Nothing in this Section 7.1 shall be construed to give rise to any implied right of indemnity in favor of Contractor against the City.

**7.1.2 Survival.** The provisions of Paragraph 7.1.1 shall survive complete performance or termination of this Agreement.

**7.1.3 Severability.** The invalidity of any portion of Paragraph 7.1.1 shall not affect or render unenforceable any other portions thereof.

**7.2 Bonds.**

**7.2.1 Bond Forms.** Prior to commencing any construction of the Work, Contractor shall file with City good and sufficient "Labor and Material Payment" and "Performance" bonds in the amount of one hundred percent (100%) of the Contract Price for each. Contractor shall take steps to assure that the penal sum of the bonds shall be increased by the amount of any additive adjustments to the Contract Price due to Change Orders. The bonds shall be on forms satisfactory to and approved by City, signed by both Contractor and surety and properly notarized. Should any bond required hereunder or any surety on such bond become or be determined by City to be insufficient, it shall be replaced within ten (10) days by a bond that fully complies with the requirements of this Paragraph 7.2.1. No further payments to Contractor for work performed shall be made or become due until Contractor has fully complied with the requirements of this Section 7.2.

**7.2.2 Duration.** The payment bond shall remain in effect until sixty (60) days after final completion of the Work and all claims by Contractor and Trade Contractors, of every tier, have been satisfied. The performance bond provided by Contractor shall remain in effect for the duration of the period of all warranties required by the Contract Documents and shall assure faithful performance of all of Contractor's obligations under the Contract Documents, including, without limitation, all obligations that survive final completion or termination, such as but not limited to Contractor's obligations under its warranties, guarantees and to defend and indemnify City.

**7.2.3 Premiums.** The premiums for all bonds are included in the Contract Price and shall be paid by Contractor.

**7.2.4 Obligees.** The performance and payment bonds shall name City as obligee.

**7.2.5 Changes.** Change Orders, Field Orders, Modifications, Scope Changes and other Changes in the Work and adjustments to the Contract Price or Contract Time shall in no way release or exonerate Contractor or its sureties from their obligations and notice thereof shall be waived by such sureties.

**7.2.6 Communications.** City shall have the right to communicate with Contractor's sureties with respect to matters that are related to Contractor's performance of its

obligations under the Contract Documents. Such communications shall not create or be interpreted as creating any contractual relationship between City and any such surety.

## 8.0 INSURANCE

**8.1 Insurance Requirements.** The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section 8.0.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

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

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

**8.2.1 Commercial General Liability.** Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 11 88, with minimum limits of at least **Two Million Dollars ($2,000,000.00)** per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. Products and completed operations coverage shall be maintained for a minimum of two years after completion of the Work.

**.a** The policy shall contain no endorsements or provisions limiting coverage for (1) explosion, collapse or underground hazard (XCU); (2) products and completed operations; (3) contractual liability; (4) third party action over claims; (5) cross liability exclusion for claims or suits by one insured against another; or (6) contain any exclusions contrary to the Contract.

**8.2.2 Automobile Liability.** Automobile Liability Insurance with

coverage at least as broad as Insurance Services Office Form CA 00 01 06 92 covering "Any Auto" (Symbol 1) with minimum limits of **One Million Dollars ($1,000,000.00)** each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than $1,000,000 each accident."

**8.2.3 Builder's Risk Insurance.** Builder's Risk Insurance for any property constructed on behalf of the City, to cover "all risk" of physical loss providing coverage for loss or damage from collapse, including collapse resulting from design error. The value insured shall cover 100% of the completed Contract cost and shall be maintained until full acceptance of the Work.

**8.2.4 Workers' Compensation.** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than **One Million ($1,000,000.00)** per accident for bodily injury and disease. Workers' Compensation and Employer's Liability insurance may not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

**8.2.5 Contractors Pollution Liability. (If applicable)** If there is a pollution liability exposure, Contractors Pollution Liability Insurance covering all of the Contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of **$5 million** per loss and **$10 million** total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

**.a** Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

**.b** For projects involving transportation of hazardous waste/materials, include coverage for loading/unloading from the project site to final disposal locations, and all disposal locations shall be scheduled as non-owned disposal sites.

**.c** If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

**8.2.6 Professional Liability. (If applicable)** For construction managers and design-build contractors, Professional Liability Insurance with minimum limits of **$1,000,000**. Covered professional services shall specifically include all work to be performed under the

Contract and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

**.a** If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Initial Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

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

**8.3.1** The policy or policies of insurance required by Section 8.2.1 (Commercial General Liability) and 8.2.5 (Contractors Pollution Liability) shall be endorsed to provide the following:

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

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

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

**8.3.2** The policy or policies of insurance required by Section 8.2.2 (Automobile Liability) and 8.2.6 (Professional Liability) shall be endorsed to provide the following:

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

**8.3.3** The policy or policies of insurance required by Section 8.2.3 (Builder's All Risk) shall be endorsed to provide the following:

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

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

**.c** Loss Payee: Losses payable under this policy shall be adjusted

with the Named Insured and paid to City as its interests may appear.

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

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

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

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

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

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

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

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

## 9.0 CHANGE ORDERS

**9.1 Changes.** City has the right, in its sole discretion, to make whatever changes it deems necessary or desirable to the Work; no change ordered by City shall entitle Contractor to an adjustment of the Contract Price or Contract Time unless it constitutes a Scope Change.

**9.2 Change Orders.** A Change Order is a written order signed by City and Contractor, and issued after execution of this Agreement, authorizing an adjustment in the Contract Price and/or Contract Time. The Contract Price and Contract Time can be adjusted only by Change Order. No action, conduct, omission, prior failure or course of dealing by City shall act to waive, modify, change or alter the requirement that Change Orders must be in writing signed by City and that such written Change Orders are the exclusive method for effecting any adjustment to the Contract Price and Contract Time.

## 10.0 CERTIFICATIONS

**10.1 Certification of Contractor.** I, **David Martinez**, **HEREBY CERTIFY** that I am the President, and duly authorized representative of the Contractor firm of **Sully-Miller Contracting Company** and that, except as hereby expressly stated, neither I nor the above firm that I represent have: (i) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor (ii) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor (iii) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Agreement.

**10.2 Debarment and Suspension Certification.** The Contractor, under penalty of perjury, certifies that, except as noted below, he/she/it 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; and
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against him/her/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]**

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. The above certifications are part of this Contract. Signing this Agreement on the signature portion thereof shall also constitute signature of the above Certifications.

**David Martinez, President** **(Date)**

## 11.0 DEFAULT AND TERMINATION

### 11.1 Default by Contractor.

**11.1.1 Notice of Default.** Without limitation to any of City's other rights or remedies at law or in equity, City shall have the right to terminate this Agreement in the event that Contractor fails or refuses to perform any of the obligations set forth in this Agreement or the other Contract Documents, and fails to cure such default in the manner required hereafter.

**11.1.2 Opportunity to Cure Default.** Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) business days after receipt of written notice of such default from City; provided, however, that if the breach cannot reasonably be cured within such time then Contractor will commence to cure the breach within two (2) days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) calendar days after receipt of such written notice.

### 11.2 City's Rights and Remedies Upon Default.

**11.2.1 Remedies Upon Default.** In the event that Contractor fails to cure any breach of this Agreement within the time periods set forth above, then City may pursue any remedies available under law or equity, including, without limitation, the following:

**.a Delete Certain Services.** City may, without terminating this Agreement, delete certain portions of the Work, reserving to itself all rights to recover losses related thereto.

**.b Perform and Withhold.** City may, without terminating this Agreement, engage others to perform the Work or portion of the Work that has not been performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to recover losses related thereto.

**.c Suspend this Agreement.** City may, without terminating this Agreement and reserving to itself all rights to recover losses related thereto, suspend all or any portion of this Agreement for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Price or Contract Time, and shall have no liability to Contractor for adjustment to the Contract Price, Contract Time, or for losses, if City directs Contractor to resume Work.

**.d Terminate this Agreement.** City may terminate all or any part of this Agreement for cause according to the notice provisions set forth in this Agreement, reserving to itself all rights to recover losses related thereto.

**.e Invoke the Performance Bond.** City may, with or without terminating this Agreement and reserving to itself all rights to recover losses related thereto, exercise its rights under the Contractor's performance bond.

**11.2.2 Rights Cumulative.** All of City's rights and remedies under this Agreement is cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as "material" shall not be construed as implying that other breaches not so designated are not material nor shall such designations be construed as limiting City's right to terminate or the exercise of its other rights or remedies for default to only material breaches. City shall determine whether there has been noncompliance with the Contract Documents so as to warrant exercise by City of its rights and remedies for default. No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

**11.2.3 Monies.** In the event of a termination or suspension of all or a portion of the Work due to a default by Contractor, City shall have the right, without releasing Contractor or its sureties from liability for failure to fulfill this Agreement, to withhold all or a portion of the monies owing or retained until final completion of the Work. Any cost over and above the Contract Price arising from the suspension of operations of this Agreement and the completion of the Work shall be paid by Contractor's sureties. Contractor will be paid any surplus monies remaining after all contract disputes have been resolved and finally determined.

**11.2.4 Delays by Sureties.** Without limitation to any of City's other rights or remedies under the law or in equity, City has the right to suspend the performance by Contractor's sureties in the event of any of the following: (i) failure of the sureties to begin work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (ii) abandonment of the Work; (iii) if at any time City is of the opinion the Work is unnecessarily or unreasonably delayed; (iv) willful violation of any terms

of this Agreement; (v) failure to perform according to this Agreement or the other Contract Documents; or (vi) failure to follow instructions of City for performance of the Work within the Contract Time. City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the operation or any part thereof of Contractor's sureties.

**11.2.5 Contractor Obligations.** Upon receipt of a notice of termination for default, Contractor shall, unless the notice states otherwise, perform each of the obligations set forth in Paragraph 11.4.1, below.

**11.2.6 Damages to City.**

**.a Reservation of Remedies.** City will be entitled to all damages available under the law, and all rights in equity, in the event of Contractor's breach of this Agreement or the other Contract Documents.

**.b Deductions**. If City suffers a loss due to Contractor's nonperformance, then such loss shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon completion of the Project. If the loss incurred by City exceeds the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

**.c No Release.** If, however, City elects to terminate this Agreement for cause, all monies due Contractor or retained under the terms of the Contract Documents shall be forfeited to City. Such forfeiture shall not release Contractor or its sureties from liability for failure to fulfill this Agreement. Contractor and its sureties will be credited with the amount of monies forfeited toward any greater sum they may be liable for in connection with Contractor's default.

**11.3 Suspension by City for Convenience.** City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the written order. Without limitation to the foregoing, Contractor acknowledges that issuance of a suspension order by City due to circumstances relating to City's compliance with the California Environmental Quality Act is foreseeable and that such suspension order, regardless of its duration, shall not be considered a breach by City of this Agreement. Upon receipt of a suspension order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the suspension order during the period of work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the suspension order or it shall have the right, without incurring a liability to Contractor for lost profits or consequential damages, to delete the Work covered by such suspension order by issuing a Change Order.

**11.3.1 Resumption.** If a suspension order is canceled or expires, Contractor

shall resume and continue with the Work. A Change Order will be issued adjusting the Contract Price and/or the Contract Time for additional costs of work and delay necessarily caused by such suspension.

**11.3.2 Suspension Order Required.** The provisions of this Section 11.3 shall not apply if a suspension order is not issued by City. A suspension order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

**11.4 Termination Without Cause.** City shall have the option, at its sole discretion and without cause, to terminate this Agreement in part or in whole by giving thirty (30) days' written notice to Contractor as provided herein. Contractor agrees to accept such sums as allowed under this Section 11.4 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, Loss of anticipated profits, Loss of revenue, lost opportunity, or other consequential, direct, indirect, incidental Losses or damages, of any kind.

**11.4.1 Contractor Obligations.** Upon receipt of notice of termination without cause, Contractor shall, unless the notice directs otherwise, do the following:

**.a** Immediately discontinue performance to the extent specified in the notice;

**.b** Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of its obligations as is not discontinued;

**.c** Provide to City a description, in writing no later than two (2) business days after receipt of the notice of termination, complete copies of all subcontracts, purchase orders and contracts that are outstanding, including any change orders, amendments and modifications thereto, status of payments and balance owing, the status of performance and claims by Trade Contractors, together with such other information as City may determine necessary in order to decide whether to accept assignment of, or request Contractor to terminate the subcontract, purchase order or contract;

**.d** Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and

**.e** Thereafter continue only such performance as may be necessary to preserve and protect work already completed or in progress and to protect materials and equipment on the Site or in transit thereto.

**11.4.2 Final Billing.** Following termination without cause and within thirty (30) days after receipt of a complete and timely billing from Contractor seeking payment of sums authorized by this Paragraph 11.4.2, City shall pay to Contractor as its sole and exclusive compensation for performance under this Agreement the following:

**.a** The Contract Price earned and payable as of the date of termination, less sums previously paid to Contractor;

**.b** Plus, reasonable costs of work of Contractor and Trade Contractors for (i) demobilizing, and (ii) administering the close out of its participation in the Project (including, without limitation, all billing and accounting functions) for a period of no longer than thirty (30) days after receipt of the notice of termination;

**11.4.3 Trade Contractors.** Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with its Trade Contractors permitting termination for convenience by Contractor on terms that are consistent with this Agreement and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor.

**11.5 Contractor's Rights and Remedies.**

**11.5.1 Contractor's Remedies.** Contractor may terminate this Agreement for cause only upon the occurrence of one of the following:

**.a** The work is stopped for one hundred sixty (160) consecutive days, through no act or fault of Contractor, any Trade Contractor, of any tier, or any employee or agent of any of them, due to issuance of an order of a court or other governmental authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

**.b** City fails to make payment of sums that are not in good faith disputed by City and fails to cure such default within (i) ninety (90) days after receipt of notice from Contractor notifying City of the default; and (ii) an additional thirty (30) days notice to City notifying it of its intention to terminate this Agreement.

**11.5.2 Continuous Performance.** Provided that Contractor is paid undisputed sums due under this Agreement, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement with City, including, without limitation, any disputes or disagreements over payments of funds that are disputed in good faith by City.

## 12.0 MISCELLANEOUS PROVISIONS

**12.1 Disadvantaged Business Enterprise (DBE) Participation.** DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall cause any contract entered into with its Trade Contractors to contain all of the provisions of this section.

**12.2 Warranties.** Contractor warrants and guarantees all equipment, materials, supplies and work furnished on the Project against defective construction or workmanship for a period of one (1) year following completion of the Project, except when a longer guaranty is provided by the supplier or manufacturer of the equipment. The Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless specified and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor expressly agrees to act as co-guarantor of such equipment and materials and the Contractor shall supply City with all warranty and guaranty documents relative to equipment and materials incorporated in the Work and guaranteed by their suppliers or manufacturers.

If within one (1) year after the date of completion of the Project, any of the Work is found to be defective or not in accordance with the Contract documents, Contractor shall correct it or cause it to be corrected promptly after receipt of a written notice from the City to do so, at the Contractor's expense. This obligation shall survive completion or termination of the Contract. The City shall give notice promptly after discovery of the condition.

**12.4 Governing Law.** This Agreement shall be governed by the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

**12.5 Waiver of Jury Trial.** Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between City and Contractor, Contractor's performance on the Project, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect. Contractor shall include this provision for waiver of jury trial right in its contracts with its Trade Contractors who provide work to the Project, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

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

**12.7 Successors and Assigns.** This Agreement shall be binding on successors, assigns and legal representatives of and persons in privity of contract with City or Contractor. Contractor shall not assign, sublet or transfer an interest in this Agreement without advance written approval of City. Assignment, subletting or transfer will not release Contractor from any of its obligations to City.

**12.8 Interpretation.** Contractor and City acknowledge that the terms of this Agreement has been mutually negotiated and that such documents shall not be interpreted against either City or Contractor on the basis that either party was responsible for or in control of the drafting of such documents.

**12.9 Survival.** All provisions of this Agreement which by their nature continue beyond the termination or completion of performance under this Agreement, including, without limitation, those obligations pertaining indemnification, insurance and confidentiality, shall survive and continue in force after either termination or completion of performance by Contractor.

**12.10 Conflict of Interest.** The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by Contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Contract, subcontract or arrangement with the City. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the City, any other Contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the City interest and the interests of the third parties.

**12.11 City's Quality Assurance Plan.** The City shall evaluate Contractor's performance under this Contract. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the City determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the City. The report will include improvement/corrective action measures taken by the City and the Contractor. If improvement does not occur consistent with the corrective action measures, the City may terminate this Contract or seek other remedies as specified in this Contract.

**12.12 Copyrights.** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the City who holds all the rights to said data.

**12.13 Confidentiality of Reports.** The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the City.

**12.14 Employees of Contractor.** Worker's Compensation: Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the City under this Contract.

Professional Conduct: The City does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The City will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

**12.15 Patent Rights.** The City will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Contractor.

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

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

**12.18 Entire Agreement.** The Contract Documents represent the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by Change Order. Nothing contained in the Contract Documents shall be for the benefit of, create any contractual relationship with, or give rise to a cause of action in favor of any third party.

**12.19 Water Pollution Control.**

**12.19.1 Best Management Practices (BMPs).** Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System ("NPDES") standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its surety shall fully indemnify the City for any pollution damage and/or cleaning costs. All construction of off-site and on-site improvements shall adhere to NPDES Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems. Best Management Practices shall be defined as any program, technology, process, site criteria, operating method, measure or device which controls, prevents, removes or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

The City, as permittee, is subject to enforcement actions by the

State Water Resources Control Board, Environmental Protection Agency and private citizens. The City may assess the Contractor a penalty of **One thousand Dollars ($1,000.00)** for each calendar day that the Contractor has not fully implemented the BMPs specified for the contract and/or is otherwise in noncompliance with these provisions. In addition, the City will deduct, from the final payment due the contractor, the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

**12.18 Execution Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound. The Contractor shall complete a W9 Form in the form provided by the City.

## 13.0 NOTICES

**13.1 Delivery.** All notices, demands or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth ($5^{th}$) day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one (1) business day after send by facsimile transmission.

**13.2 Addresses.** All notices, demands, requests or approvals from Contractor to City shall be addressed to the City at:

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

with copies to:

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

All notices, demands or requests from City to Contractor shall be addressed to:

Sully-Miller Contracting Company
135 South State College Boulevard, Suite 400
Brea, California 92821
Attn: David Martinez
(714) 578-9600
(714) 578-9672 - Fax

**13.3 Change in Address.** 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.

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

**SULLY-MILLER CONTRACTING COMPANY**
**CONTRACTOR**

**Dated: _____** **By _____**
**David Martinez, President**

**CITY OF COMPTON**
**Recommended for Approval:**

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

**Approved by:**

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

**Approved as to form:**

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

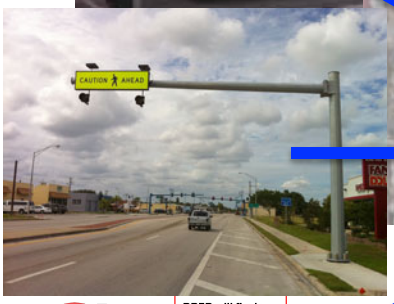
**ATTEST:**

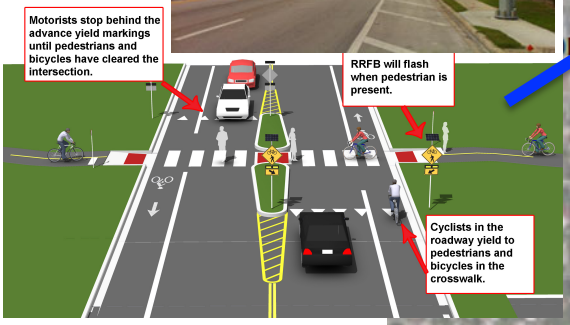
**Dated: _____** **By _____**
**Alita Godwin, City Clerk**

| Wilmington Avenue CIP # 15-01 | | | | Engineering Estimate | | All American Asphalt | | Excel Paving | | Shawnan | | Sully-Miller | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | ITEM DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT COST | TOTAL COST | UNIT COST | TOTAL COST | UNIT COST | TOTAL COST | UNIT COST | TOTAL COST | UNIT COST | TOTAL COST |
| 1 | Mobilization and Demobilization | 1 | LS | $50,000.00 | $50,000.00 | $58,900.00 | $58,900.00 | $86,000.00 | $86,000.00 | $80,000.00 | $80,000.00 | $34,990.00 | $34,990.00 |
| 2 | Traffic Control | 1 | LS | $30,000.00 | $30,000.00 | $45,000.00 | $45,000.00 | $32,700.00 | $32,700.00 | $272,000.00 | $272,000.00 | $17,500.00 | $17,500.00 |
| 3 | Best Management Practices | 1 | LS | $10,000.00 | $10,000.00 | $4,340.00 | $4,340.00 | $16,000.00 | $16,000.00 | $37,000.00 | $37,000.00 | $2,500.00 | $2,500.00 |
| 4 | Clearing & Grubbing | 1 | LS | $30,000.00 | $30,000.00 | $5,100.00 | $5,100.00 | $5,500.00 | $5,500.00 | $75,000.00 | $75,000.00 | $4,000.00 | $4,000.00 |
| 5 | Cold Mill 4" Existing Pavement | 350,000 | SF | $0.45 | $157,500.00 | $0.29 | $101,500.00 | $0.28 | $98,000.00 | $0.20 | $70,000.00 | $0.19 | $66,500.00 |
| 6 | Construct 2" Asphalt Rubber Hot Mix, ARHM-GG-C | 4,290 | TON | $110.00 | $471,900.00 | $74.00 | $317,460.00 | $83.40 | $357,786.00 | $75.00 | $321,750.00 | $70.00 | $300,300.00 |
| 7 | Construct 2" AC Base Course | 4,230 | TON | $80.00 | $338,400.00 | $66.50 | $281,295.00 | $69.50 | $293,985.00 | $62.00 | $262,260.00 | $63.00 | $266,490.00 |
| 8 | Remove & Construct 6" PCC Curb & Gutter | 100 | LF | $30.00 | $3,000.00 | $60.00 | $6,000.00 | $70.00 | $7,000.00 | $58.00 | $5,800.00 | $73.00 | $7,300.00 |
| 9 | Remove & Construct 4" Concrete Sidewalk | 550 | SF | $8.00 | $4,400.00 | $6.60 | $3,630.00 | $9.50 | $5,225.00 | $11.00 | $6,050.00 | $7.50 | $4,125.00 |
| 10 | Remove & Construct Concrete Driveway | 350 | SF | $10.00 | $3,500.00 | $10.30 | $3,605.00 | $10.90 | $3,815.00 | $10.00 | $3,500.00 | $14.00 | $4,900.00 |
| | Remove & Construct PCC Cross gutter | 2,800 | SF | $20.00 | $56,000.00 | $16.80 | $47,040.00 | $18.90 | $52,920.00 | $15.00 | $42,000.00 | $17.00 | $47,600.00 |
| 12 | Remove & Construct PCC ADA Curb Ramp | 29 | EA | $3,000.00 | $87,000.00 | $3,470.00 | $100,630.00 | $3,250.00 | $94,250.00 | $3,000.00 | $87,000.00 | $2,800.00 | $81,200.00 |
| 13 | Remove & Construct Passageway per Caltrans STD | 1 | EA | $3,000.00 | $3,000.00 | $4,600.00 | $4,600.00 | $14,275.00 | $14,275.00 | $6,000.00 | $6,000.00 | $5,800.00 | $5,800.00 |
| 14 | Install Truncated Dome | 14 | EA | $700.00 | $9,800.00 | $1,120.00 | $15,680.00 | $860.00 | $12,040.00 | $600.00 | $8,400.00 | $450.00 | $6,300.00 |
| 15 | Adjust Water Valve to Grade | 27 | EA | $300.00 | $8,100.00 | $560.00 | $15,120.00 | $500.00 | $13,500.00 | $200.00 | $5,400.00 | $600.00 | $16,200.00 |
| 16 | Adjust Manhole to Grade | 19 | EA | $600.00 | $11,400.00 | $770.00 | $14,630.00 | $550.00 | $10,450.00 | $500.00 | $9,500.00 | $775.00 | $14,725.00 |
| 17 | Signing, Striping, Markings, & Pavement Legends | 1 | LS | $20,000.00 | $20,000.00 | $33,000.00 | $33,000.00 | $33,000.00 | $33,000.00 | $40,000.00 | $40,000.00 | $34,200.00 | $34,200.00 |
| 18 | Traffic Loop Detectors | 46 | EA | $250.00 | $11,500.00 | $235.00 | $10,810.00 | $240.00 | $11,040.00 | $350.00 | $16,100.00 | $220.00 | $10,120.00 |
| 19 | Traffic Signal Modifications | 1 | LS | $40,000.00 | $40,000.00 | $44,000.00 | $44,000.00 | $45,000.00 | $45,000.00 | $80,000.00 | $80,000.00 | $47,000.00 | $47,000.00 |
| 20 | Pedestrian Signal Installation | 1 | LS | $40,000.00 | $40,000.00 | $101,000.00 | $101,000.00 | $105,000.00 | $105,000.00 | $120,000.00 | $120,000.00 | $108,000.00 | $108,000.00 |
| 21 | Set/Reset Survey Monuments | 1 | LS | $10,000.00 | $10,000.00 | $11,500.00 | $11,500.00 | $1,000.00 | $1,000.00 | $50,000.00 | $50,000.00 | $12,500.00 | $12,500.00 |
| 22 | Optional Work Item/Localized Full Depth AC | 1,000 | TON | $80.00 | $80,000.00 | $108.00 | $108,000.00 | $128.00 | $128,000.00 | $77.00 | $77,000.00 | $108.00 | $108,000.00 |
| 23 | Optional Work Item/Remove & Construct Misc. Concrete Pavement | 2,000 | SF | $15.00 | $30,000.00 | $10.50 | $21,000.00 | $11.00 | $22,000.00 | $8.00 | $16,000.00 | $9.75 | $19,5 |
| | TOTAL | | | | $1,505,500.00 | 2 | $1,353,840.00 | 3 | $1,448,486.00 | 4 | $1,690,760.00 | 1 | $1,219,7 |

#21.

# Wilmington Avenue Safe Streets Improvements



At each signalized intersection.

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **Public Works-Engineering**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SULLY-MILLER CONTRACTING COMPANY FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE PATH IMPROVEMENTS PROJECT (CIP# 15-01) (1,341,725)**

| | |
|---|---|
| ***Glen Kau*** | **7/7/2016 6:16:50 PM** |
| DEPARTMENT MANAGER'S SIGNATURE | DATE |

**REVIEW / APPROVAL**

| | |
|---|---|
| ***Ruth Rugley*** | **7/14/2016 1:12:26 PM** |
| CITY ATTORNEY | DATE |
| ***Austin Okonta*** | **7/11/2016 8:18:19 AM** |
| CITY CONTROLLER | DATE |
| ***Alma Martinez*** | **7/7/2016 6:54:02 PM** |
| CITY MANAGER | DATE |

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

**July 26, 2016**

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

**FROM:** **CITY MANAGER**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR KASA CONSTRUCTION CORPORATION FOR THE LUEDERS PARK IMPROVEMENT PROJECT ($188,900)**

## SUMMARY

Adoption of this resolution will authorize the City Manager to accept the bid of KASA Construction Corporation ("KASA") in the amount of One Hundred Eighty Eight Thousand Nine Hundred Dollars ($188,900.00), enter into a construction contract to provide specified construction services for the Lueders Park Improvement Project and establish a purchase order for KASA in the amount of $188,900.00.

## BACKGROUND

On April 15, 2014, City Council adopted Resolution No. 22,891, which amended the Parks & Recreation Fiscal Year 2013/2014 budget to finance the Lueders Park Improvement Project. This project will include renovating the existing play area, construction and installation of a six (6) station exercise equipment area, site furnishings, installing decomposed granite walking trail, grading of the multipurpose field, installation of bleachers for the baseball field and improving the overall aesthetic appearances of the Park.

The project was advertised for bid on April 19, 2016. A total of two (6) bids were received and opened on May 24, 2016. The following bids were received:

| | VENDOR | BID AMOUNT |
|---|---|---|
| 1. | CEM Construction | $141,450 |
| 2. | KASA Construction | $188,900 |
| 3. | PUB Construction | $191,000 |
| 4. | JMJ Construction | $226,259 |
| 5. | RE Schultz | $270,215 |
| 6. | Coleman Construction | $321,169 |

Although CEM Construction was the lowest bidder, they failed to include several bidding components in their bid and thus was determined unresponsive. Accordingly, staff recommends City Council award the construction contract to KASA in the amount of $188,900.00.

## STATEMENT OF ISSUE

KASA Construction is a full-service General Engineering Firm specializing in Public Works and commercial construction. Their work ranges from parks, schools, roads/highways, and other on and off-site work and improvements. Their clients include local, state and federal agencies, municipalities, school districts, universities, as well as home and business owners.

City Council action is needed to authorize the City Manager to enter into a contract and establish a purchase order for KASA Construction.

## ALTERNATIVE

The City can choose not to accept the bid. As a result all bids will be rejected and staff will reopen the bidding process.

## FISCAL IMPACT

This resolution will have no impact on the General Fund. The funds in the amount of $188,900.00 are available in the 2016-2017 Fiscal Year budget in Account No. 2677-510-000-4266 (Contract Services).

## RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution.

**MARVIN C. HUNT, DIRECTOR**
**PARKS AND RECREATION 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 A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR KASA CONSTRUCTION CORPORATION FOR THE LUEDERS PARK IMPROVEMENT PROJECT ($188,900)**

**WHEREAS,** on April 15, 2014, the City Council adopted Resolution No. 22,891, which amended the Parks and Recreation Fiscal Year 2013/2014 budget to finance the Lueders Park Improvement Project; and

**WHEREAS,** the project will include renovating the existing play area, construction and installation of a six (6) station exercise equipment area, site furnishings, installing a decomposed granite walking trail, grading of the multipurpose field, installation of bleachers for the baseball field and improving the overall aesthetic appearances of the Park; and

**WHEREAS,** on April 19, 2016 the Parks & Recreation Department advertised the project for bids and a total of two (6) bids were received and opened on May 24, 2016 as follows:

| **Company** | **Bid Amount** |
|---|---|
| 1. CEM Construction CORP | $141,450 |
| 2. KASA Construction | $188,900 |
| 3. PUB Construction | $191,000 |
| 4. JMJ Construction | $226,259 |
| 5. RE Schultz | $270,215 |
| 6. Coleman Construction | $321,169 |

**WHEREAS,** although CEM Construction was the lowest bidder, they failed to include several bidding components in their bid and was determined unresponsive; and

**WHEREAS,** it is staff's recommendation to award the bid to KASA Construction Corporation in the amount of $188,900; and

**WHEREAS,** funds for this expenditure are available in the Parks & Recreation Department's 2016-2017 Fiscal Year budget in Account No. 2677-510-000-4266.

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

**SECTION 1.** That the bid of KASA Construction Corporation in the amount of One Hundred Eighty-Eight Thousand Nine Hundred Dollars ($188,900.00) is hereby accepted and all other bids rejected.

**SECTION 2.** That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a construction contract with KASA Construction Corporation to provide specified construction services for the Lueders Park Improvement Project.

**SECTION 3.** That funds in the amount of One Hundred Eighty Eight Thousand Nine Hundred Dollars ($188,900) are available in the Parks & Recreation Department 2016-2017 Fiscal Year Annual Budget in Account No. 2677-510-000-4266 (Contract Services).

#22.



**SECTION 4.** That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, Parks and Recreation and the City Clerk.

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

**ADOPTED** this ___ day of _____, 2016.

_____
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

_____
**CITY CLERK OF THE CITY OF COMPTON**

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

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

That said Resolution was adopted by the following vote:

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

_____
**CITY CLERK OF THE CITY OF COMPTON**

# CONSTRUCTION SERVICES AGREEMENT
# BETWEEN
# CITY OF COMPTON
# AND
# KASA CONSTRUCTION, INC.
**[2016 Lueders Park Improvement Project]**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **KASA CONSTRUCTION, INC.** (hereinafter referred to as "**CONTRACTOR"**) located at 15148 Sierra Bonita Lane, Chino, California 91710.

## RECITALS:

A. City is a municipal corporation duly organized and validly existing under the law of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement.

C. City and Contractor enter into this Agreement for the purpose of retaining Contractor to perform that work required pursuant to the 2016 Lueders Park Improvement Project ("Project")**.**

D. Authorization to enter into this Agreement is pursuant to Resolution No. _____, adopted by the City Council on _____, 2016.

**WHEREFORE,** the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as set forth below:

## 1.0 GENERAL PROVISIONS

### 1.1 Definitions.

**1.1.1 "Work"** consists of all of the Construction Services, including but not limited to all of the labor, materials and equipment necessary to complete the Project in accordance with the Contract Documents.

**1.1.2 "Contract Documents"** consists of this Agreement (including all exhibits and schedules), any amendments and clarifications issued thereto, the "Notice Inviting Bids," "Instructions to Bidders," any "Supplementary Instructions to Bidders," and any addendum(s) and supplements thereto issued by the City, the "Proposal" and any "Bid/Unit Price Proposal" submitted by the Contractor, the plans, general conditions, special provisions, standard and technical specifications, schedules, exhibits, drawings, designation of subcontractors, information required of bidder, all required bonds, insurance policies, endorsements, certificates, permits, notices and affidavits, notice to proceed, notice of completion, any Change

Orders, the provisions of the Standard Specifications for Public Works Construction (Green Book), latest Edition (except as modified), Work Area Traffic Control Handbook (WATCH), latest Edition, CalTrans Standard Specifications and CalTrans Standard Plans, latest Editions, California Stormwater BMP Handbook for Construction (published by California Stormwater Quality Association), City of Compton standards, and any and all other documents identified in the Contract Documents which together form the agreement between the City and the Contractor.

**1.2 Public Work of Improvement.**

City and Contractor acknowledge that City is a political subdivision of the State of California and that construction of the Project is to be funded with public funds.

**1.3 Trust and Confidence.**

Contractor accepts the obligation of trust and confidence established between it and City by this Agreement and shall act in the best interests of City, as its fiduciary, in carrying out Contractor's duties and responsibilities under this Agreement, including, without limitation, the furnishing of efficient business administration, sufficient senior level management and other qualified personnel to complete Contractor's obligations under the Contract Documents in an expeditious and economical manner and within the Contract Price and Contract Time.

**1.4 Standard of Care.**

Contractor shall perform all its obligations under the Contract Documents in accordance with the highest standard of care applicable to the performance of services and Work required by the Contract Documents. In the event portions of the Project are to be performed in accordance with a specific performance standard, the Work shall be performed so as to achieve such standard.

**1.5 Compliance with Applicable Laws.**

Contractor shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances, and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Upon City's request, Contractor shall furnish evidence satisfactory to City that any and all of the foregoing obligations have been fulfilled. Without limiting the foregoing, Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work.

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract. Contractor shall also comply with the following laws:

**1.5.1 Executive Order 11246 and 11375, Equal Opportunity in Employment (Non-Discrimination in Employment by Government Contractors, Subcontractors, and Contractors).** During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

**1.5.2 Davis-Bacon and Related Acts (DBRA).** This is a federally assisted construction project. Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. The Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing Work, not less than the prescribed minimum wages in accordance with the current General Prevailing Wage Determination published by the United States Department of Labor.

**1.5.3 Federal Lobbyist Requirements.** The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements. Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

**1.5.4 Clayton Act and Cartwright Act.** In accordance with Section 7103 of the California Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from the purchases of goods, services or materials pursuant to this Contract.

**1.5.5 Subletting and Subcontracting.** Contractor acknowledges and agrees that it is the City's intent for the provisions of the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the California Public Contract Code) to apply to all phases of the Work.

**1.5.6 State Prevailing Wage Requirements.** The Contractor's duty to pay prevailing wages can be found under California Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractor's responsibility to ensure payment of prevailing wages and inform all subcontractors that prevailing wage requirements apply to this construction project from commencement of the Contract through completion of the Work.

**.a** Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work. Contractor shall forfeit to the City**,** as penalty, **Fifty Dollars ($50.00)** for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the Work provided for in this Agreement, all in accordance with the State Labor Code and be subject to debarment from future public works projects with the City for a period not to exceed three (3) years. The Contractor shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code. The Contractor shall conform to the State Labor Code and it is agreed that the Contractor shall forfeit to the City, as penalty, the sum of **Twenty Five Dollars ($25.00)** for each worker employed in the execution of this Contract by the Contractor or any subcontractors for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in one day or 40 hours in one week in violation of said article. The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, employees and agents from any and all liability including, but not limited to wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law including, but not limited to the Federal Fair Labor Standards Act, as amended, for work performed by the Contractor's employees for which the City may be found jointly or solely liable.

**1.5.7 Employment of Apprentices.** Pursuant to California Labor Code Section 1777.5, Contractor shall file with the appropriate Joint Apprenticeship Training Committee ("JATC"), a DAS-140 form registering to train apprentices. Only those programs approved by the California Apprenticeship Council are applicable to accept DAS-140 registration forms. In addition, contractor is required to make appropriate training contributions as set forth in the prevailing wage determination to each appropriate JATC, or in the alternative, to the California Apprenticeship Council.

**.a** Contractor shall forfeit to the City**,** as penalty, **Fifty Dollars ($50.00)** for each calendar day and be subject to debarment from future public works projects with the City for a period not to exceed three (3) years for failure of Contractor to register to train apprentices or failure to pay the appropriate training contribution.

**1.5.8 Certified Payrolls.** Pursuant to California Labor Code Section 1776, Contractor shall keep weekly payroll records, which shall be certified under penalty of perjury to record the proper payment of prevailing wages for this Project. City shall accept computer printouts (which are then certified) in lieu of the standard form as long as the computer printout provides all of the same information as required on the certified payroll form. Failure of Contractor to provide the certified payrolls within ten (10) days of a written deficiency notice from the City shall result in a penalty of **Twenty Five Dollars ($25.00)** per day per worker for each day of violation. City maintains the right to withhold any and all funds due the Contractor and/or his/her subcontractors in the event that certified payrolls are not maintained and provided to the City upon request.

**1.6 Key Personnel.**

**1.6.1 Contractor's Representative.** Contractor hereby designates **Tony Kasbar, Project Manager** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

**1.6.2** Before starting the Work, City shall have the authority to not approve the Contractor's proposed representative. The City shall inform the Contractor in writing and request a replacement representative. The City shall have the authority to require the Contractor to remove its representative at any time without cause and at no cost to the City.

**1.6.3 City's Representative.** City hereby designates **Marvin Hunt, Director of Parks and Recreation Department** as City's Representative for this Project.

**1.7 Independent Contractor.**

Contractor shall be an independent contractor, and neither Contractor, its officers, principals, employees, agents, volunteers and subcontractors (collectively hereinafter the "Contractor"), shall be considered employees or agents of City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that

while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

**1.8 Permits.**

Contractor understands and assumes all risk and sole responsibility, without any adjustment to the Contract Price or Contract Time, for obtaining the necessary permits and licenses to include a City Business license and a no-fee Construction permit.

Prior to or at the time of execution of this Agreement, the Contractor shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

## 2.0 SCOPE OF SERVICES

**2.1** It is the mutual understanding of the parties that all construction services to be performed hereunder shall be performed pursuant to the fee schedule, scope of work, the City Engineer and/or Project Manager, and other requirements contained in the Contract Documents. Contractor agrees to provide and furnish all necessary professionals, managers, supervisors, staff, equipment, materials, laborers, necessary tools, expendable equipment, all utility and transportation services and other facilities required to complete the following Work:

**2016 LUEDERS PARK IMPROVEMENT PROJECT**

**The proposed work will be performed in accordance with the plans, specifications and other contract documents generally consisting of: demotion of various materials, clearing, grading, soccer wall system, play area equipment, rubberized surfacing, exercise equipment, site furnishings, concrete headers, decomposed granite walking trail, shade shelters, landscape planting, irrigation system modifications.**

The 2016 Lueders Park Improvement Project – generally consists of installation and construction of improvements to Lueders Park – including but not limited to:

- Installation of one 20’ x 30’ prefabricated shade shelter (City furnished item manufactured by Coverworks)
- Installation of six pieces of fitness equipment, including announcement board (City furnished item manufactured by Greenfield Fitness)
- Installation of three 6’ surface mount picnic tables (City furnished item manufactured by Wabash Valley)
- Installation of one 8’ ADA surface mount picnic tables
- Installation of three pre-cast barbeques and prep tables (City will furnished (2) items and General Contractor will furnish one manufactured by QuickCrete)
- Installation of three trash receptacles with dome lids (City furnished item

manufactured by Wabash Valley)
- Construction of decomposed granite walking trail
- Playground renovation to include Miracle playground parts, equipment as referenced in Exhibit A
- Purchase and installation of ADA wood fibers for playground area
- Grading and irrigation modifications for multipurpose field

**2.2 Management of Construction Work.**

In addition to the Construction Work, Contractor shall cooperate with the City, City's Engineer and/or any construction management firm it may utilize as concerns and is incidental to construction projects of the nature and scope of this Project. The services required are not intended in any manner to diminish the overall responsibility of Contractor for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

Contractor shall bear all costs associated with this Work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with this Work as necessary to complete the scope of work in accordance with the Contract Documents provided in bid.

## 3.0 CONTRACT PRICE

**3.1 Total Compensation.**

As full and complete compensation for the faithful performance of all of the Work hereunder performed by Contractor in accordance with the Contract Documents, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **One Hundred Eighty Eight Thousand Nine Hundred Dollars ($188,900.00)** ("Contract Price")**,** subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

**3.2 The Contract Price, unless changed by Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor are concerned.** Should additional amounts be required to be expended, over and above the Contract Price, to achieve completion of the Work, including project construction, and payment to Contractor, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract surety herein, and City shall not be liable for same. Should the final cost of the construction work and Contractor's compensation total less than the Contract Price, or any approved revision thereof, the difference shall inure to the benefit of City and no claim for all or any portion of said difference shall be valid against or payable by City. Compensate to the Contractor for decreases of more than 25 percent and for eliminated items shall be made in accordance with Section 3-2.2.3 "Decreases of more than 25 Percent" and Section 3-2.5 "Eliminated Items" of the standard Specifications for Public Works Construction (Greenbook).

**3.3 Payments.**

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

Contractor shall be reimbursed in accordance with the provisions of *California Public Contract Code, Section 20104.50*, upon receipt by the City of itemized invoices for services completed. City will verify the accuracy of the request, correct the charges where appropriate and make payment to the Contractor in an amount equal to the amount of such invoice, as verified or corrected by City. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which the Contractor is billing. Invoices shall be delivered or mailed to the Parks and Recreation Department Director or his/her designee at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

**3.4 Retention.**

Contractor agrees to the withholding of a 5% retention fee by the City**.** Unless there is a dispute, within sixty (60) days after the date of completion of the Work, the retention fee shall be released. If there is a dispute, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount. For purposes of this section, "completion" means any of the following:

- The occupation and use of the improvement by the City after cessation of labor on the Work; or
- The acceptance of the Work by the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 100 days, due to factors beyond the control of the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 30 days if the City files for record a notice of cessation or a notice of completion.

**-Or-**

Pursuant to *Section 22300 of the Public Contract Code*, this Contract permits the substitution of securities for any monies withheld by a public agency to ensure performance under this Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Securities eligible for investment under this section shall include those listed in *Government Code Section 16430* or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, Contractor may request the City to make

payment of earned retentions directly to the escrow agent at the expense of Contractor. Also at Contractor's expense, Contractor may direct investment of the payments in securities, and Contractor shall receive interest earned on such investment upon the same conditions as provided for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest and payments received by escrow agent from the City pursuant to the terms of Section 22300. Contractor shall pay to each subcontractor, not later than 20 days after receipt of such payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure performance of Contractor.

## 4.0 TIME

### 4.1 Time of Essence.

Time is of the essence with respect to all time limits set forth in the Contract Documents.

### 4.2 Commencement.

**4.2.1 Construction Services.** Contractor agrees to commence the Work provided for herein within **10 calendar days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Director of his/her designee, and continue in a diligent, professional and worker-like manner without interruption until the work is completed or within a total of **80 working days** (this period is inclusive of time to procure needed materials, mobilization, etc.), whichever occurs first, unless this Agreement is extended, suspended or terminated as provided herein.

**.a** Notwithstanding any other provisions of this Contract, Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to issuance of a Notice to Proceed. The City's knowledge of work being performed prior to issuance of the Notice to Proceed shall not obligate the City to accept or pay for such work. Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work pursuant to this Contract.

### 4.3 Extensions.

The Contract Time shall not be extended except by a Change Order issued in accordance with the Contract Documents.

## 5.0 CONSTRUCTION PHASE

### 5.1 General.

**5.1.1** Contractor shall completely perform, to City's satisfaction, all of the Work in accordance with this Agreement and other Contract Documents.

**5.1.2** Unless otherwise provided in the Contract Documents, Contractor shall furnish, or cause to be furnished, and shall pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

**5.1.3** Contractor shall attend meetings with City as frequently as is necessary to the expeditious performance of the Work for the purpose of discussing construction issues which may arise during the Project.

**5.2 Supervision of Work.**

Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

**5.4 Safety.**

**5.4.1** Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work.

**5.4.2** Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

**.a** Employees and all other persons at the Site;

**.b** Materials and equipment stored on the Site or off the Site at locations for use in performance of the Work; and

**.c** The Project and all property located at the Site, whether or not said property or structures are part of the Project or involved in the Work.

**5.4.3** Contractor shall designate an individual at the Site in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

**5.4.4** Losses not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.

**5.4.5** If City deems any part of the Work or Site unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the Work or take corrective measures. Neither City's order nor Contractor's

action in response thereto shall be the basis for adjustment in the Contract Price or Contract Time.

**5.4.6** Should this work involve digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

**.a** Material the Contractor believes may be material that is hazardous waste, as defined in *Section 25117 of the Health and Safety Code that* is required to be removed to a Class I, Class II or Class III disposal site.

**.b** Subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to bidders prior to deadline for submitting bids.

**.c** Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

**5.4.7** Contractor represents that in advance of the excavation of any trench deeper than five (5) feet, it shall submit for acceptance by the City or a registered civil or structural engineer, employed by the City, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

**5.5 Substitutions.**

There shall be no substitutions in the Work or procedures or methods specified by the Contract Documents for performing the Work, unless Contractor first receives written approval for such substitution from City.

**5.6 Trade Contractors.**

**5.6.1** If applicable, Contractor shall employ only Trade Contractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Each Trade Contractor, of every tier, shall be fully bound to the Contract Documents in the same manner as Contractor is bound to City for all the requirements of the Contract Documents to the extent applicable to the Trade Contractor's portion of the Work.

**5.6.2** Contractor assumes responsibility for the proper performance of the Work of Trade Contractors, of every tier, and any acts or omissions in connection with such performance. Contractor shall coordinate the activities of all Trade Contractors, of every tier.

### 5.7 Separate Contractors.

**5.7.1** Contractor agrees to reasonably cooperate with, and coordinate its activities so as not to interfere with, those Separate Contractors performing work at the Site, so that the Project can be completed in an orderly and coordinated manner without delay.

**5.7.2** If any part of the Work depends upon other work performed by Separate Contractors, Contractor shall, prior to proceeding with that part of the Work, inspect such other work and promptly notify the City of any circumstance or fact that would render such other work unacceptable for the proper performance of the Work. Contractor shall not proceed with such part of the Work without further direction from the City. Contractor shall be liable for losses incurred due to any defects in such other work not so reported by Contractor.

## 6.0 ACCOUNTING RECORDS

### 6.1 Access.

Contractor shall keep, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to keep, full and detailed accounts in accordance with the requirements of the Contract Documents and exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar Projects and be satisfactory to City and shall include preservation of such records for a period of four (4) years after final completion of the Work, or for such longer period as may be required by law.

Contractor shall allow, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to allow, City or its authorized representative(s) and accountants, within twenty-four (24) hours after requested by City, to inspect, audit or reproduce any and all records relating to the Project. Such records shall include all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, including without limitation the following: agreements; purchase orders; leases; contracts; commitments; arrangements; notes; schedules; daily diaries; superintendent reports; drawings; receipts; vouchers; memoranda; accounting records; job cost reports, job cost files (including documentation covering negotiated settlements); backcharge logs; general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends; any documents customarily maintained by contractors performing work on a cost plus a fee basis; other documents that City otherwise deems necessary to substantiate charges or claims related to the Project.

### 6.2 Enforcement.

Contractor hereby consents and agrees that any failure by Contractor to provide access to records as provided in this Article 6.0 shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony, to compel

Contractor to permit access, inspection, audit and/or reproduction of the records or to require delivery of the records to City for inspection, audit and/or reproduction.

## 7.0 INDEMNITY, BONDS

### 7.1 Indemnity.

**7.1.1 General Indemnity.** To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify, and hold harmless City, its City Council, boards and commissions, officials, officers, agents, employees, representatives, insurers and volunteers (hereinafter collectively referred to as "City") through legal counsel acceptable to City, from and against any and all Losses arising directly or indirectly from, or in any manner relating to, any of the following: (i) any act or omission (negligent or otherwise) of Contractor, or by its Trade Contractors, of any tier; (ii) performance or nonperformance by Contractor or its Trade Contractors, of any tier, of any of the obligations under this Agreement or the other Contract Documents; (iii) the construction activities of Contractor, or its Trade Contractors, of any tier, either on the Site or on other properties; (iv) the payment or nonpayment of money by Contractor, or by any of its Trade Contractors, of any tier; or (v) any personal injury, property damage or economic loss to third persons or entities associated with the performance or nonperformance by Contractor, or any of its Trade Contractors, of any tier; provided, however, that nothing contained herein shall be construed as obligating Contractor to indemnify the City for losses resulting from the City's sole negligence, active negligence or willful misconduct. Contractor shall pay City for any costs incurred in enforcing the defense and/or indemnity obligations under this provision. Nothing in this Section 7.1 shall be construed to give rise to any implied right of indemnity in favor of Contractor against the City.

**7.1.2 Survival.** The provisions of Paragraph 7.1.1 shall survive complete performance or termination of this Agreement.

**7.1.3 Severability.** The invalidity of any portion of Paragraph 7.1.1 shall not affect or render unenforceable any other portions thereof.

### 7.2 Bonds.

**7.2.1 Bond Forms.** Prior to commencing any construction of the Work, Contractor shall file with City good and sufficient "Labor and Material Payment" and "Performance" bonds in the amount of one hundred percent (100%) of the Contract Price for each. Contractor shall take steps to assure that the penal sum of the bonds shall be increased by the amount of any additive adjustments to the Contract Price due to Change Orders. The bonds shall be on forms satisfactory to and approved by City, signed by both Contractor and surety and properly notarized. Should any bond required hereunder or any surety on such bond become or be determined by City to be insufficient, it shall be replaced within ten (10) days by a bond that fully complies with the requirements of this Paragraph 7.2.1. No further payments to Contractor for work performed shall be made or become due until Contractor has fully complied with the requirements of this Section 7.2.

**7.2.2 Duration.** The payment bond shall remain in effect until sixty (60) days after final completion of the Work and all claims by Contractor and Trade Contractors, of every tier, have been satisfied. The performance bond provided by Contractor shall remain in effect for the duration of the period of all warranties required by the Contract Documents and shall assure faithful performance of all of Contractor's obligations under the Contract Documents, including, without limitation, all obligations that survive final completion or termination, such as but not limited to Contractor's obligations under its warranties, guarantees and to defend and indemnify City.

**7.2.3 Premiums.** The premiums for all bonds are included in the Contract Price and shall be paid by Contractor.

**7.2.4 Obligees.** The performance and payment bonds shall name City as obligee.

**7.2.5 Changes.** Change Orders, Field Orders, Modifications, Scope Changes and other Changes in the Work and adjustments to the Contract Price or Contract Time shall in no way release or exonerate Contractor or its sureties from their obligations and notice thereof shall be waived by such sureties.

**7.2.6 Communications.** City shall have the right to communicate with Contractor's sureties with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Such communications shall not create or be interpreted as creating any contractual relationship between City and any such surety.

## 8.0 INSURANCE

**8.1 Insurance Requirements.** The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section 8.0.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor’s indemnification of the City, Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

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

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

**8.2.1 Commercial General Liability.** Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 11 88, with minimum limits of at least **One Million Dollars ($1,000,000.00)** per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. Products and completed operations coverage shall be maintained for a minimum of two years after completion of the Work.

**.a** The policy shall contain no endorsements or provisions limiting coverage for (1) explosion, collapse or underground hazard (XCU); (2) products and completed operations; (3) contractual liability; (4) third party action over claims; (5) cross liability exclusion for claims or suits by one insured against another; or (6) contain any exclusions contrary to the Contract.

**8.2.2 Automobile Liability.** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA00 01 06 92 covering "Any Auto" (Symbol 1) with minimum limits of **One Million Dollars ($1,000,000.00)** each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than $1,000,000 each accident."

**8.2.3 Builder's Risk Insurance.** Builder's Risk Insurance for any property constructed on behalf of the City, to cover "all risk" of physical loss providing coverage for loss or damage from collapse, including collapse resulting from design error. The value insured shall cover 100% of the completed Contract cost and shall be maintained until full acceptance of the Work.

**8.2.4 Workers' Compensation.** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than **One Million ($1,000,000.00)** per accident for bodily injury and disease. Workers' Compensation and Employer's Liability insurance may not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

**8.2.5 Contractors Pollution Liability. (If applicable)** If there is a pollution liability exposure, Contractors Pollution Liability Insurance covering all of the Contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of **$5 million** per loss and **$10 million** total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

**.a** Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

**.b** For projects involving transportation of hazardous waste/materials, include coverage for loading/unloading from the project site to final disposal locations, and all disposal locations shall be scheduled as non-owned disposal sites.

**.c** If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

**8.2.6 Professional Liability. (If applicable)** For construction managers and design-build contractors, Professional Liability Insurance with minimum limits of **$1,000,000.00.** Covered professional services shall specifically include all work to be performed under the Contract and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

**.a** If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Initial Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

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

**8.3.1** The policy or policies of insurance required by Section 8.2.1 (Commercial General Liability) and 8.2.5 (Contractors Pollution Liability) shall be endorsed to provide the following:

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

**.b** Additional Insured Endorsements shall not (1) be restricted to

"ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Contract.

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

**8.3.2** The policy or policies of insurance required by Section 8.2.2 (Automobile Liability) and 8.2.6 (Professional Liability) shall be endorsed to provide the following:

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

**8.3.3** The policy or policies of insurance required by Section 8.2.3 (Builder's All Risk) shall be endorsed to provide the following:

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

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

**.c** Loss Payee: Losses payable under this policy shall be adjusted with the Named Insured and paid to City as its interests may appear.

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

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

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

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

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

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

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

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

## 9.0 CHANGE ORDERS

**9.1 Changes.** City has the right, in its sole discretion, to make whatever changes it deems necessary or desirable to the Work; no change ordered by City shall entitle Contractor to an adjustment of the Contract Price or Contract Time unless it constitutes a Scope Change.

**9.2 Change Orders.** A Change Order is a written order signed by City and Contractor, and issued after execution of this Agreement, authorizing an adjustment in the Contract Price and/or Contract Time. The Contract Price and Contract Time can be adjusted only by Change Order. No action, conduct, omission, prior failure or course of dealing by City shall act to waive, modify, change or alter the requirement that Change Orders must be in writing signed by City and that such written Change Orders are the exclusive method for effecting any adjustment to the Contract Price and Contract Time.

## 10.0 CERTIFICATIONS

**10.1 Certification of Contractor.** I, **Diana Kasbar**, **HEREBY CERTIFY** that I am the **President**, and duly authorized representative of the Contractor firm of **Kasa Construction, Inc.** and that, except as hereby expressly stated, neither I nor the above firm that I represent

have: (i) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor (ii) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor (iii) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Agreement.

**10.2 Debarment and Suspension Certification.** The Contractor, under penalty of perjury, certifies that, except as noted below, he/she/it 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; and
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against him/her/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]**

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. The above certifications are part of this Contract. Signing this Agreement on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____

**Diana Kasbar, President** **(Date)**

## 11.0 DEFAULT AND TERMINATION

### 11.1 Default by Contractor.

**11.1.1 Notice of Default.** Without limitation to any of City's other rights or remedies at law or in equity, City shall have the right to terminate this Agreement in the event that Contractor fails or refuses to perform any of the obligations set forth in this Agreement or the other Contract Documents, and fails to cure such default in the manner required hereafter.

**11.1.2 Opportunity to Cure Default.** Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) business days after receipt of written notice of such default from City; provided, however, that if the breach cannot reasonably be cured within such time then Contractor will commence to cure the breach within two (2) days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) calendar days after receipt of such written notice.

### 11.2 City's Rights and Remedies Upon Default.

**11.2.1 Remedies Upon Default.** In the event that Contractor fails to cure any breach of this Agreement within the time periods set forth above, then City may pursue any remedies available under law or equity, including, without limitation, the following:

**.a Delete Certain Services.** City may, without terminating this Agreement, delete certain portions of the Work, reserving to itself all rights to recover losses related thereto.

**.b Perform and Withhold.** City may, without terminating this Agreement, engage others to perform the Work or portion of the Work that has not been performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to recover losses related thereto.

**.c Suspend this Agreement.** City may, without terminating this Agreement and reserving to itself all rights to recover losses related thereto, suspend all or any portion of this Agreement for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Price or Contract Time, and shall have no liability to Contractor for adjustment to the Contract Price, Contract Time, or for losses, if City directs Contractor to resume Work.

**.d Terminate this Agreement.** City may terminate all or any part of this Agreement for cause according to the notice provisions set forth in this Agreement, reserving to itself all rights to recover losses related thereto.

**.e Invoke the Performance Bond.** City may, with or without

terminating this Agreement and reserving to itself all rights to recover losses related thereto, exercise its rights under the Contractor's performance bond.

**11.2.2 Rights Cumulative.** All of City's rights and remedies under this Agreement is cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as "material" shall not be construed as implying that other breaches not so designated are not material nor shall such designations be construed as limiting City's right to terminate or the exercise of its other rights or remedies for default to only material breaches. City shall determine whether there has been noncompliance with the Contract Documents so as to warrant exercise by City of its rights and remedies for default. No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

**11.2.3 Monies.** In the event of a termination or suspension of all or a portion of the Work due to a default by Contractor, City shall have the right, without releasing Contractor or its sureties from liability for failure to fulfill this Agreement, to withhold all or a portion of the monies owing or retained until final completion of the Work. Any cost over and above the Contract Price arising from the suspension of operations of this Agreement and the completion of the Work shall be paid by Contractor's sureties. Contractor will be paid any surplus monies remaining after all contract disputes have been resolved and finally determined.

**11.2.4 Delays by Sureties.** Without limitation to any of City's other rights or remedies under the law or in equity, City has the right to suspend the performance by Contractor's sureties in the event of any of the following: (i) failure of the sureties to begin work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (ii) abandonment of the Work; (iii) if at any time City is of the opinion the Work is unnecessarily or unreasonably delayed; (iv) willful violation of any terms of this Agreement; (v) failure to perform according to this Agreement or the other Contract Documents; or (vi) failure to follow instructions of City for performance of the Work within the Contract Time. City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the operation or any part thereof of Contractor's sureties.

**11.2.5 Contractor Obligations.** Upon receipt of a notice of termination for default, Contractor shall, unless the notice states otherwise, perform each of the obligations set forth in Paragraph 11.4.1, below.

**11.2.6 Damages to City.**

**.a Reservation of Remedies.** City will be entitled to all damages available under the law, and all rights in equity, in the event of Contractor's breach of this Agreement or the other Contract Documents.

**.b Deductions**. If City suffers a loss due to Contractor's

nonperformance, then such loss shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon completion of the Project. If the loss incurred by City exceeds the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

**.c No Release.** If, however, City elects to terminate this Agreement for cause, all monies due Contractor or retained under the terms of the Contract Documents shall be forfeited to City. Such forfeiture shall not release Contractor or its sureties from liability for failure to fulfill this Agreement. Contractor and its sureties will be credited with the amount of monies forfeited toward any greater sum they may be liable for in connection with Contractor's default.

**11.3 Suspension by City for Convenience.** City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the written order. Without limitation to the foregoing, Contractor acknowledges that issuance of a suspension order by City due to circumstances relating to City's compliance with the California Environmental Quality Act is foreseeable and that such suspension order, regardless of its duration, shall not be considered a breach by City of this Agreement. Upon receipt of a suspension order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the suspension order during the period of work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the suspension order or it shall have the right, without incurring a liability to Contractor for lost profits or consequential damages, to delete the Work covered by such suspension order by issuing a Change Order.

**11.3.1 Resumption.** If a suspension order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued adjusting the Contract Price and/or the Contract Time for additional costs of work and delay necessarily caused by such suspension.

**11.3.2 Suspension Order Required.** The provisions of this Section 11.3 shall not apply if a suspension order is not issued by City. A suspension order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

**11.4 Termination Without Cause.** City shall have the option, at its sole discretion and without cause, to terminate this Agreement in part or in whole by giving thirty (30) days' written notice to Contractor as provided herein. Contractor agrees to accept such sums as allowed under this Section 11.4 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, Loss of anticipated profits, Loss of revenue, lost opportunity, or other consequential, direct, indirect, incidental Losses or damages, of any kind.

**11.4.1 Contractor Obligations.** Upon receipt of notice of termination without cause, Contractor shall, unless the notice directs otherwise, do the following:

**.a** Immediately discontinue performance to the extent specified in the notice;

**.b** Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of its obligations as is not discontinued;

**.c** Provide to City a description, in writing no later than two (2) business days after receipt of the notice of termination, complete copies of all subcontracts, purchase orders and contracts that are outstanding, including any change orders, amendments and modifications thereto, status of payments and balance owing, the status of performance and claims by Trade Contractors, together with such other information as City may determine necessary in order to decide whether to accept assignment of, or request Contractor to terminate the subcontract, purchase order or contract;

**.d** Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and

**.e** Thereafter continue only such performance as may be necessary to preserve and protect work already completed or in progress and to protect materials and equipment on the Site or in transit thereto.

**11.4.2 Final Billing.** Following termination without cause and within thirty (30) days after receipt of a complete and timely billing from Contractor seeking payment of sums authorized by this Paragraph 11.4.2, City shall pay to Contractor as its sole and exclusive compensation for performance under this Agreement the following:

**.a** The Contract Price earned and payable as of the date of termination, less sums previously paid to Contractor;

**.b** Plus, reasonable costs of work of Contractor and Trade Contractors for (i) demobilizing, and (ii) administering the close out of its participation in the Project (including, without limitation, all billing and accounting functions) for a period of no longer than thirty (30) days after receipt of the notice of termination;

**11.4.3 Trade Contractors.** Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with its Trade Contractors permitting termination for convenience by Contractor on terms that are consistent with this Agreement and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor.

**11.5 Contractor's Rights and Remedies.**

**11.5.1 Contractor's Remedies.** Contractor may terminate this Agreement for cause only upon the occurrence of one of the following:

**.a** The work is stopped for one hundred sixty (160) consecutive days, through no act or fault of Contractor, any Trade Contractor, of any tier, or any employee or agent of any of them, due to issuance of an order of a court or other governmental authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

**.b** City fails to make payment of sums that are not in good faith disputed by City and fails to cure such default within (i) ninety (90) days after receipt of notice from Contractor notifying City of the default; and (ii) an additional thirty (30) days notice to City notifying it of its intention to terminate this Agreement.

**11.5.2 Continuous Performance.** Provided that Contractor is paid undisputed sums due under this Agreement, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement with City, including, without limitation, any disputes or disagreements over payments of funds that are disputed in good faith by City.

**12.0 MISCELLANEOUS PROVISIONS**

**12.1 Disadvantaged Business Enterprise (DBE) Participation.** DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall cause any contract entered into with its Trade Contractors to contain all of the provisions of this section.

**12.2 Warranties.** Contractor warrants and guarantees all equipment, materials, supplies and work furnished on the Project against defective construction or workmanship for a period of one (1) year following completion of the Project, except when a longer guaranty is provided by the supplier or manufacturer of the equipment. The Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless specified and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor expressly agrees to act as co-guarantor of such equipment and materials and the Contractor shall supply City with all warranty and guaranty documents relative to equipment and materials incorporated in the Work and guaranteed by their suppliers or manufacturers.

If within one (1) year after the date of completion of the Project, any of the Work is found to be defective or not in accordance with the Contract documents, Contractor shall correct it or cause it to be corrected promptly after receipt of a written notice from the City to do so, at the Contractor's expense. This obligation shall survive completion or termination of the

Contract. The City shall give notice promptly after discovery of the condition.

**12.4 Governing Law.** This Agreement shall be governed by the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

**12.5 Waiver of Jury Trial.** Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between City and Contractor, Contractor's performance on the Project, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect. Contractor shall include this provision for waiver of jury trial right in its contracts with its Trade Contractors who provide work to the Project, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

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

**12.7 Successors and Assigns.** This Agreement shall be binding on successors, assigns and legal representatives of and persons in privity of contract with City or Contractor. Contractor shall not assign, sublet or transfer an interest in this Agreement without advance written approval of City. Assignment, subletting or transfer will not release Contractor from any of its obligations to City.

**12.8 Interpretation.** Contractor and City acknowledge that the terms of this Agreement has been mutually negotiated and that such documents shall not be interpreted against either City or Contractor on the basis that either party was responsible for or in control of the drafting of such documents.

**12.9 Survival.** All provisions of this Agreement which by their nature continue beyond the termination or completion of performance under this Agreement, including, without limitation, those obligations pertaining indemnification, insurance and confidentiality, shall survive and continue in force after either termination or completion of performance by Contractor.

**12.10 Conflict of Interest.** The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by Contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Contract, subcontract or arrangement with the City. Upon execution of this

Contract and during its term, as appropriate, the Contractor shall disclose in writing to the City, any other Contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the City interest and the interests of the third parties.

**12.11 City's Quality Assurance Plan.** The City shall evaluate Contractor's performance under this Contract. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the City determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the City. The report will include improvement/corrective action measures taken by the City and the Contractor. If improvement does not occur consistent with the corrective action measures, the City may terminate this Contract or seek other remedies as specified in this Contract.

**12.12 Copyrights.** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the City who holds all the rights to said data.

**12.13 Confidentiality of Reports.** The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the City.

**12.14 Employees of Contractor.** Worker's Compensation: Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the City under this Contract.

Professional Conduct: The City does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The City will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

**12.15 Patent Rights.** The City will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Contractor.

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

**12.17 Federal and State Withholding Taxes.** Contractor shall be responsible for paying when due all federal and state income withholding taxes for all earning under this

Agreement. Contractor agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision.

**12.18 Entire Agreement.** The Contract Documents represent the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by Change Order. Nothing contained in the Contract Documents shall be for the benefit of, create any contractual relationship with, or give rise to a cause of action in favor of any third party.

**12.19 Water Pollution Control.**

**12.19.1 Best Management Practices (BMPs).** Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System ("NPDES") standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its surety shall fully indemnify the City for any pollution damage and/or cleaning costs. All construction of off-site and on-site improvements shall adhere to NPDES Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems. Best Management Practices shall be defined as any program, technology, process, site criteria, operating method, measure or device which controls, prevents, removes or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

The City, as permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency and private citizens. The City may assess the Contractor a penalty of **One Thousand Dollars ($1,000.00)** for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the City will deduct, from the final payment due the Contractor, the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

**12.19.2 Storm Water Pollution Prevention Plan (SWPPP).** The Contractor shall prepare, submit to the City for review and approval and implement a SWPPP for this Contract in compliance with regulations of the NPDES General Permit for Storm Water Discharge Associated with Construction Activity, as adopted by the State Water Resources Control Board. The SWPPP shall be prepared under the supervision of, and signed by, a Civil Engineer registered by the State of California. The SWPPP shall include and incorporate BMPs that address Contractor activities, erosion and sedimentation control and shall also include and incorporate appropriate BMPS for run-off generated by construction activities and other non-storm water sources. During all periods of construction, excavated soils which are stored on-

site shall be completely covered with waterproof material and sand (or gravel) bagged or bermed in order that, in the event of a storm, no soil becomes mixed with or transported by storm water run-off.

**12.20 Solid Waste Management and Recycling Plan.** Contractor shall submit a Solid Waste Management and Recycling Plan to the City for review and approval prior to issuance of a demolition permit and/or grading permit for the Project. Said plan shall indicate that the Permittee/Contractor shall provide documentation such as receipts from landfills, salvage and recycling facilities upon completion of the demolition/construction. Prior to issuance of a demolition and/or grading permit, the Permittee/Contractor shall contact the California Integrated Waste Management Board to obtain an approved recycler for demolition and construction waste.

**12.21 Execution Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound. The Contractor shall complete a W9 Form in the form provided by the City.

## 13.0 NOTICES

**13.1 Delivery.** All notices, demands or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth ($5^{th}$) day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one (1) business day after send by facsimile transmission.

**13.2 Addresses.** All notices, demands, requests or approvals from Contractor to City shall be addressed to the City at:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Parks and Recreation Department
(310) 605-6330
(310) 761-1402 – Fax

with copies to:

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

All notices, demands or requests from City to Contractor shall be addressed to:

Kasa Construction, Inc.
15148 Sierra Bonita Lane
Chino, California 91710
Attn: Diana Kasbar, President
(909) 457-8260
(909) 457-8261 - Fax

**13.3 Change in Address.** 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.

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

**KASA CONSTRUCTION, INC.**
**CONTRACTOR**

**Dated:** _____ **By** _____
**Diana Kasbar, President**

**CITY OF COMPTON**
**Recommended for Approval:**

**By** _____ **Dated:** _____
**Marvin Hunt, Director**
**Parks and Recreation Department**

**Approved by:**

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

**Approved as to form:**

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

**ATTEST:**

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

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **Recreation**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR KASA CONSTRUCTION CORPORATION FOR THE LUEDERS PARK IMPROVEMENT PROJECT ($188,800)**

| | |
|---|---|
| ***Marvin Hunt*** | **7/20/2016 8:16:27 PM** |
| DEPARTMENT MANAGER'S SIGNATURE | DATE |

**REVIEW / APPROVAL**

| | |
|---|---|
| ***Ruth Rugley*** | **7/21/2016 1:42:34 PM** |
| CITY ATTORNEY | DATE |
| ***Barbara Rumbaoa*** | **7/21/2016 11:20:45 AM** |
| CITY CONTROLLER | DATE |
| ***Roger Haley*** | **7/21/2016 10:37:17 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. |

**July 26, 2016**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: GLEN W. C. KAU, P.E., DIRECTOR OF PUBLIC WORKS**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH PURCHASE ORDERS FOR BLUE DIAMOND MATERIALS (DIVISION OF SULLY-MILLER CONSTRUCTION), CALMAT COMPANY (DBA VULCAN MATERIALS COMPANY WESTERN DIVISION), CRAFCO INC., UNIQUE PAVING MATERIALS CORPORATION, ASSOCIATED READY MIX CONCRETE, INC. AND CEMEX FOR ASPHALT AND CONCRETE MATERIALS FOR STREET REPAIRS AND MAINTENANCE ($144,500)**

## SUMMARY

This resolution authorizes the City Manager to establish purchase orders for the purchase of asphalt and concrete materials from Blue Diamond Materials (Division of Sully-Miller Construction), Calmat Company (dba Vulcan Materials Company Western Division), Crafco Inc., Unique Paving Materials Corporation, Associated Ready Mix Concrete, Inc., and Cemex for the purpose of street repairs and maintenance during Fiscal Year 2016-2017 in an amount not to exceed a total of $144,500.

## BACKGROUND

Among the duties of the Public Works Street Maintenance Division is for the maintenance of the City's street infrastructure; namely its roadways and alleyways. This effort requires the use of asphalt materials, hot/cold mix, and concrete for roadway repairs.

## STATEMENT OF THE ISSUE

The Public Works Street Maintenance Division requires sufficient materials to affect repairs for numerous potholes, sidewalk and curb and gutter repair requests within the City. In order to acquire these materials necessary to effect repairs, City Council authorization is needed.

The Public Works Street Maintenance Division would like to continue the ability to purchase asphalt and cement materials needed for street repairs for **Concrete** – repair of curbs/gutters, sidewalks, access ramps, etc. as well as **Asphalt** (hot/cold) – repair of roadway surface, potholes, trench repairs, peripheral improvement/repairs, etc. for the Fiscal Year 2016-2017.

The following vendors will be used to purchase needed materials:

| | |
|---|---|
| **Asphalt** | |
| Blue Diamond Materials | $ 35,000 |
| (Division of Sully-Miller Construction) | |
| Calmat Company | $ 25,000 |
| (dba Vulcan Materials Company Western Division) | |
| Crafco Inc. | $ 5,500 |
| Unique Paving Materials Corp. | $ 25,000 |
| **Cement** | |
| Associated Ready Mix Concrete, Inc. | $ 4,000 |
| Cemex | $ 50,000 |
| **Grand Total**: | $144,500 |

## FINANCIAL IMPACT

Adequate funding for these expenditures are in the Public Works Department's approved 2016-2017 Fiscal Year budget in Account No. 2502-720-000-4266 in the amount of One Hundred Forty-Four Thousand Five Hundred Dollars ($144,500).

## ALTERNATIVE

No alternative is recommended as the ability to not acquire and purchase asphalt and concrete materials would prevent the ability to address the increasing demand for street repairs throughout the City of Compton.

## STAFF RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

**GLEN W. C. KAU, P.E.**
**DIRECTOR OF PUBLIC WORKS**

**APPROVED FOR FORWARDING:**

**ROGER HALEY**
**CITY MANAGER**

RH/HCW/RC

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH PURCHASE ORDERS FOR BLUE DIAMOND MATERIALS (DIVISION OF SULLY-MILLER CONSTRUCTION), CALMAT COMPANY (DBA VULCAN MATERIALS COMPANY WESTERN DIVISION), CRAFCO INC., UNIQUE PAVING MATERIALS CORPORATION, ASSOCIATED READY MIX CONCRETE, INC. AND CEMEX FOR ASPHALT AND CONCRETE MATERIALS FOR STREET REPAIRS AND MAINTENANCE ($144,500)**

**WHEREAS,** among the duties of the Public Works Street Maintenance Division ("Division"), is the maintenance of the City streets, alleyways and roadways, requiring the use of asphalt, hot/cold mix, as well as concrete for roadway repairs; and

**WHEREAS,** the Division is in need of materials to effect repairs to numerous pothole, sidewalk and curb and gutter requests within the City; and

**WHEREAS,** the Division would like to continue the ability to purchase asphalt and cement materials needed for street repairs for **Concrete** – repair of curbs/gutters, sidewalks, access ramps, etc. as well as **Asphalt** (hot/cold) – repair of roadway surface, potholes, trench repairs, peripheral improvement/repairs, etc. for the Fiscal Year 2016-2017; and

The following vendors will be used to purchase needed materials:

| | |
|---|---|
| **Asphalt** | |
| Blue Diamond Materials | $ 35,000 |
| (Division of Sully-Miller Construction) | |
| Calmat Company | $ 25,000 |
| (dba Vulcan Materials Company Western Division) | |
| Crafco Inc. | $ 5,500 |
| Unique Paving Materials Corp. | $ 25,000 |
| **Cement** | |
| Associated Ready Mix Concrete, Inc. | $ 4,000 |
| Cemex | $ 50,000 |
| **Grand Total** | **$144,500** |

**WHEREAS,** due to the expenditure exceeding the $5,000 threshold, authorization from City Council is required.

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

**SECTION 1.** That the City Manager is authorized to establish purchase orders for the purchase of asphalt and concrete materials from Blue Diamond Materials (Division of Sully-Miller Construction), Calmat Company (dba Vulcan Materials Company Western Division), Crafco Inc., Unique Paving Materials Corporation, Associated Ready Mix Concrete, Inc., and Cemex for the purpose of street repairs and maintenance during Fiscal Year 2016-2017 in an amount not to exceed a total of $144,500 as follows:

| | |
|---|---|
| Blue Diamond Materials | $ 35,000 |
| (Division of Sully-Miller Construction) | |
| Calmat Company | $ 25,000 |
| (dba Vulcan Materials Company Western Division) | |
| Crafco Inc. | $ 5,500 |
| Unique Paving Materials Corp. | $ 25,000 |
| Associated Ready Mix Concrete, Inc. | $ 4,000 |
| Cemex | $ 50,000 |

# #23.



**SECTION 2.** The funds are located in the Public Works 2016-2017 Fiscal Year budget in Account No. 2502-720-000-4266.

**SECTION 3.** That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works Department.

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

**ADOPTED** this ____ day of _____, 2016.

_____
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

_____
**CITY CLERK OF THE CITY OF COMPTON**

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

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

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

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

_____
**CITY CLERK OF THE CITY OF COMPTON**

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **Public Works-Engineering**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO BLUE DIAMOND MATERIALS (DIVISION OF SULLY-MILLER CONSTRUCTION), CALMAT COMPANY (DBA VULCAN MATERIALS COMPANY WESTERN DIVISION), CRAFCO INC., UNIQUE PAVING MATERIALS CORPORATION, ASSOCIATED READY MIX CONCRETE, INC. AND CEMEX FOR ASPHALT AND CONCRETE MATERIALS FOR STREET REPAIRS AND MAINTENANCE ($144,500)**

***Glen Kau*** — **7/13/2016 9:15:41 AM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

**REVIEW / APPROVAL**

***Ruth Rugley*** — **7/14/2016 6:21:21 PM**
CITY ATTORNEY — DATE

***Barbara Rumbaoa*** — **7/14/2016 5:42:14 PM**
CITY CONTROLLER — DATE

***Roger Haley*** — **7/14/2016 3:25:30 PM**
CITY MANAGER — DATE

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

**July 26, 2016**

**TO:** **MAYOR AND CITY COUNCIL**

**FROM:** **RENEA FERRELL, GRANTS MANAGER**
**CITY MANAGER'S OFFICE**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,327 AND AMENDING THE CITY MANAGER'S OFFICE 2016-2017 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE DEPARTMENT OF JUSTICE, JUSTICE ASSISTANCE GRANT 2015 IN THE AMOUNT OF $86,897**

## SUMMARY

Adoption of the attached resolution will rescind Resolution No. 24,327, adopted by the City Council on April 12, 2016, authorize amendment to the 2016-2017 Fiscal year budget and accept and appropriate Eighty-Six Thousand, Eight Hundred and Ninety Seven ($86,897) Dollars in grant funding from the Department of Justice.

## BACKGROUND

The Justice Assistance Grant (JAG) Program, administered by the Bureau of Justice Assistance (BJA), is the leading source of federal justice funding to state and local jurisdictions. The JAG Program provides states, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court, prevention and education, graffiti abatement, corrections and community corrections, drug treatment and enforcement, planning, evaluation, and technology improvement, and crime victim and witness initiatives.

On April 12, 2016, the City Council adopted Resolution No. 24,327, which authorized acceptance and appropriation of the grant funds and amendment to the City Manager's budget, however, the Department of Justice has requested that the resolution specify that the automotive purchase be identified as a passenger van, thus, requiring that Resolution No. 24, 327 be rescinded and another resolution be adopted by the Council.

## STATEMENT OF THE ISSUE

The City of Compton is working very hard to reduce crime throughout the City. As a part of this effort, the Grants Division prepared and submitted the application for the JAG 2015 Grant, in the amount of $86,897 from the Department of Justice to continue our efforts to increase public safety. The City has been awarded the funding and plans to implement the proposed activities this fiscal year.

The proposed activities are as follows:

Gang Intervention Workers and Peace Squad Trainer- Hiring neighborhood leaders to promote peace through alleviating gang related violence, retaliation, and crime through neighborhood based programming.
Gang Intervention Workers ($37,045.32) and Peace Squad Trainer ($9,920)

Equipment- the City plans to purchase a laptop and printer to assist in preparing the City's performance and financial reporting for JAG. ($1,900)

Automotive Purchase- the City plans to purchase a van to pick up participates throughout the City to ensure safe transporting throughout high gang activity areas ($29,502.92)

Grant Management Oversight- Once the City receives the funds, they are held responsible to comply with all rules and regulations. The Grants Division will provide program support to ensure the funds are used in accordance to JAG regulation. ($8,528.76)

## ALTERNATIVES

The Council has the authority to accept the grant funds and subsequent implementation. If the City Council chooses not to accept the grant funds, the City cannot implement the proposed activities unless General Funds or other funding sources were provided.

## FISCAL IMPACT

This resolution has no impact on the General Fund. The cost of the proposed activities as well as grant oversight will be paid directly from the grant. The FY 16-17 budget will be amended as follows:

Increase Revenue

| Account No. | Account Description | Amount |
|---|---|---|
| 1072-000-000-3579 | Revenue | $86,897.00 |

Increase Expenditure

| Account No. | Account Description | Amount |
|---|---|---|
| 1072-510-000-4101 | Salaries | $ 8,528.76 |
| 1072-510-000-4249 | Other Special Dept Expenses | $ 1,900.00 |
| 1072-810-000-4101 | Salaries | $28,984.80 |
| 1072-810-000-4180 | FICA | $ 1,797.06 |
| 1072-810-000-4190 | Worker's Compensation | $ 3,782.52 |
| 1072-810-000-4197 | Unemployment Insurance | $ 1,797.06 |
| 1072-810-000-4198 | State Disability Insurance | $ 260.86 |
| 1072-810-000-4199 | Medicare | $ 423.02 |
| 1072-810-000-4269 | Other Contract Services | $ 9,920.00 |
| 1072-510-000-4333 | Automotive Equipment | $29,502.92 |
| | **Total** | **$86,897.00** |

**RECOMMENDATION**

Staff recommends that Council accept the JAG 2015 funding for the Department of Justice and adopt the attached resolution which approves the proposed activities.

**RENEA FERRELL, GRANTS MANAGER**
**CITY MANAGER'S OFFICE**

**APPROVED FOR FORWARDING:**

**ROGER L. HALEY**
**CITY MANAGER**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,327 AND AMENDING THE CITY MANAGER'S OFFICE 2016-2017 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE DEPARTMENT OF JUSTICE, JUSTICE ASSISTANCE GRANT 2015 IN THE AMOUNT OF $86,897**

**WHEREAS,** the Justice Assistance Grant (JAG Program) administered by the Bureau of Justice Assistance (BJA) is the leading source of federal justice funding to state and local jurisdictions; and

**WHEREAS**, the JAG Program provides states, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement prosecution and court, prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation and technology improvement, and crime victim and witness initiatives; and

**WHEREAS,** the JAG funds allocated in the City Manager's Office budget will cover the cost of hiring Gang Intervention Workers, a Peace Squad Trainer; equipment; automotive purchase (passenger van) and grant management oversight; and

**WHEREAS,** on April 12, 2016, the City Council adopted Resolution No. 24,327, which authorized acceptance and appropriation of the grants funds and amendment to the City Manager's budget, however, the Department of Justice has requested that the resolution specify that the automotive purchase be identified as a passenger van, thus, Resolution No. 24,327 needs to be rescinded; and

**WHEREAS,** the City Manager's Office budget must be amended to appropriate the funds.

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

**Section 1.** That Resolution No. 24,327, adopted by the City Council on April 12, 2016, is hereby rescinded.

**Section 2.** That Department of Justice, Justice Assistance Grant 2015 funds in the amount of $86,897.00 is hereby accepted and shall be appropriated and implemented as follows:

| | |
|---|---|
| Gang Intervention Workers | $37,045.32 |
| Peace Squad Trainer | 9,920.00 |
| Equipment Purchases (laptop and Printer) | 1,900.00 |
| Passenger Van Purchase | 29,502.92 |
| Grant Management Oversight | 8,528.76 |

**Section 3.** That the FY 2016-2017 Annual Budget shall be amended as follows:

Increase Revenue

| Account No. | Account Description | Amount |
|---|---|---|
| 1072-000-000-3579 | Revenue | $86,897.00 |

#24.



Increase Expenditure

| Account No. | Account Description | Amount |
|---|---|---|
| 1072-510-000-4101 | Salaries | $ 8,528.76 |
| 1072-510-000-4249 | Other Special Dept Expenses | $ 1,900.00 |
| 1072-810-000-4101 | Salaries | $28,984.80 |
| 1072-810-000-4180 | FICA | $ 1,797.06 |
| 1072-810-000-4190 | Worker's Compensation | $ 3,782.52 |
| 1072-810-000-4197 | Unemployment Insurance | $ 1,797.06 |
| 1072-810-000-4198 | State Disability Insurance | $ 260.86 |
| 1072-810-000-4199 | Medicare | $ 423.02 |
| 1072-810-000-4269 | Other Contract Services | $ 9,920.00 |
| 1072-510-000-4333 | Automotive Equipment | $29,502.92 |
| | **Total** | **$86,897.00** |

**Section 4.** That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, Grants Division, City Attorney, Careerlink and City Controller's Office.

**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 by the City Clerk at the 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-**

_____
**CITY CLERK OF THE CITY OF COMPTON**

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **City Management**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,327 AND AMENDING THE CITY MANAGER'S OFFICE 2016-2017 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE DEPARTMENT OF JUSTICE, JUSTICE ASSISTANCE GRANT 2015 IN THE AMOUNT OF $86,897**

| | |
|---|---|
| ***Roger Haley*** | **7/18/2016 11:04:08 AM** |
| DEPARTMENT MANAGER'S SIGNATURE | DATE |

**REVIEW / APPROVAL**

| | |
|---|---|
| ***Ruth Rugley*** | **7/19/2016 1:41:03 PM** |
| CITY ATTORNEY | DATE |
| ***Barbara Rumbaoa*** | **7/19/2016 11:01:10 AM** |
| CITY CONTROLLER | DATE |
| ***Roger Haley*** | **7/18/2016 11:05:04 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. |

**July 26, 2016**

**TO:** **MAYOR AND COUNCIL MEMBERS**

**FROM:** **GLEN W.C. KAU, P.E., DIRECTOR**
**DEPARTMENT OF PUBLIC WORKS**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR $2,500,000 FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE 2016-2017 FISCAL YEAR**

## SUMMARY

This resolution authorizes the City Manager to issue a purchase order to the Water Replenishment District (WRD) for groundwater replenishment assessment fees for FY 2016-17.

## BACKGROUND

The City of Compton Municipal Water Department (CMWD) provides for the City's water demands through two sources: groundwater pumping wells and imported water purchases from the Metropolitan Water District of Southern California (MWD).

## STATEMENT OF THE ISSUE

The CMWD delivers a total of approximately 8,000 acre-feet of water on an annual basis. Water delivery is provided through City groundwater pumping rights (5,780 acre-feet) and a combination of lease-in groundwater pumping rights and MWD imported water (as needed) to make up the 2,220 acre-feet needed for the total delivery amount.

The groundwater basin is managed by the Water Replenishment District (WRD). WRD purchases imported and highly-treated recycled water and adds this to captured storm water to replenish the groundwater supply. WRD manages the groundwater basin and insures that the groundwater supply is properly recharged back into the basin.

Groundwater pumped by municipal water utilities, water companies, and others are imposed a Replenishment Assessment (RA) by WRD for basin recharge purposes. The current RA for FY2016-17 is $297 per acre-foot. Funds generated from the RA cover the costs of water purchased to replenish the groundwater basin.

## ALTERNATIVE

None.

**FINANCIAL IMPACT**

The estimated annual cost for FY 2016-17 groundwater production is approximately $2,500,000.00 (Two Million, Five Hundred Dollars). The CMWD requests the issuance of a purchase order to WRD in the amount of $2,500,000.00 (Two Million, Five Hundred Dollars). Adequate funds ($2,500,000) are available in the approved FY 2016-17 Budget in Account No. 5000-850-000-4251 (WRD-Water Purchase). After this deduction the balance will be zero.

**RECOMMENDATION**

Staff recommends that the Mayor and City Council approve this resolution authorizing the City Manager to issue a purchase order in the amount of $2,500,000.00 (Two Million, Five Hundred Dollars) to WRD.

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

**APPROVED FOR FORWARDING:**

**ROGER L HALEY**
**CITY MANAGER**

**RESOLUTION NO._____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR $2,500,000 FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE 2016-2017 FISCAL YEAR**

**WHEREAS**, the City of Compton Municipal Water Department (CMWD) provides for the City's water needs through two sources: groundwater pumping wells and imported water purchases from the Metropolitan Water District of Southern California (MWD); and

**WHEREAS**, the CMWD delivers a total of approximately 8,000 acre-feet of water on an annual basis; and

**WHEREAS,** water delivery is provided through City groundwater pumping rights (5,780 acre-feet) and a combination of lease-in groundwater pumping rights and MWD imported water (as needed) to make up the 2,220 acre-feet needed for the total delivery amount; and

**WHEREAS,** the groundwater basin is monitored and managed by the Water Replenishment District (WRD) who purchases imported and highly-treated recycled water and adds this to captured storm water to replenish the groundwater supply; and

**WHEREAS**, groundwater pumped by municipal water utilities, water companies, and others are imposed a Replenishment Assessment (RA) by WRD for basin recharge purposes; and

**WHEREAS,** it is estimated that the assessment fees for pumping water from the Basin for Fiscal Year 2016-17 will be $2,500,000.00 (Two Million, Five Hundred Dollars); and

**WHEREAS,** funds are available in the Water Utility Division's 2016-17 Fiscal Year Budget in Account No. 5000-850-000-4251 (WRD – Water Purchase).

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

**Section 1.** That the City Manager is hereby authorized to issue a purchase order to the Water Replenishment District of Southern California in the amount of $2,500,000.00 (Two Million, Five Hundred Dollars).

**Section 2.** That Account No. 5000-850-000-4251 (WRD-Water Purchase) was allocated $2,500,000.00 (Two Million, Five Hundred Dollars) and the balance of this account will be zero after this deduction.

**Section 3.** That a certified copy of this resolution shall be filed in the offices of the City Manager, City Controller, the City Municipal Water Department and the Water Replenishment District.

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

**ADOPTED** this _____day of _____, 2016.

_____

**MAYOR OF THE CITY OF COMPTON**

**RESOLUTION NO._____**
**PAGE TWO**

**ATTEST:**

**_____**
**CITY CLERK OF THE CITY OF COMPTON**

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

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

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **Water Department**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR $2,500,000 FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE 2016-2017 FISCAL YEAR**

| | |
|---|---|
| ***Glen Kau*** | **7/12/2016 3:30:24 PM** |
| DEPARTMENT MANAGER'S SIGNATURE | DATE |

**REVIEW / APPROVAL**

| | |
|---|---|
| ***Merle Greene*** | **7/20/2016 4:57:32 PM** |
| CITY ATTORNEY | DATE |
| ***Austin Okonta*** | **7/12/2016 5:22:11 PM** |
| CITY CONTROLLER | DATE |
| ***Roger Haley*** | **7/12/2016 3:43:16 PM** |
| CITY MANAGER | DATE |

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

**July 26, 2016**

**TO:** **MAYOR AND COUNCIL MEMBERS**

**FROM:** **GLEN W. C. KAU, P.E., DIRECTOR**
**DEPARTMENT OF PUBLIC WORKS**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA IN THE AMOUNT OF $400,000 TO PURCHASE IMPORTED WATER FOR THE 2016-2017 FISCAL YEAR**

## SUMMARY

This resolution will authorize the City Manager to issue a purchase order to Metropolitan Water District of Southern California in the amount of $400,000 to pay for capacity charges, readiness-to-serve charges and to purchase imported water for the City of Compton.

## BACKGROUND

The Compton Municipal Water Department (CMWD) provides for the City's water demands through two sources; groundwater pumping wells and imported water purchases from the Metropolitan Water District of Southern California (MWD).

## STATEMENT OF THE ISSUE

The CMWD delivers a total of approximately 8,000 acre-feet of water on annual basis. Water delivery is provided through City groundwater pumping rights (5,780 ac-ft) and a combination of lease-in groundwater pumping rights and MWD imported water (as needed) to make up the 2,220 acre-feet needed for the total delivery amount.

The CMWD produces groundwater from its water rights through its six (6) groundwater production wells, augmented with additional, leased-in groundwater rights from other entities, and combines this with imported water purchased from MWD (as needed) to meet the total water delivery.

The additional, leased-in water rights for FY 2016-17 assure that the water demand is met. CMWD also needs to make sure that an additional water source, imported water in this case, is available to have a redundant backup water source. The City does not anticipate the need to purchase imported water from MWD, but must have a redundant water source and must therefore pay for services as needed to meet all its anticipated demands.

## ALTERNATIVE

No alternatives are recommended. The City is one of the original thirteen MWD member agencies and has been a member since 1931. These capacity and readiness-to-serve charges will insure that adequate water supplies can be met to meet our total water demand and fulfill our obligation as a member agency.

## FINANCIAL IMPACT

The MWD capacity charges for FY 2016-17 are estimated to be $400,000.00 (Four Hundred Thousand Dollars). Adequate funds are available as part of the approved FY 2016-17 Compton Municipal Water Department's Budget in Account No. 5000-850-000-4252 (MWD Water Purchase). After this deduction, the remaining balance of this account will be zero.

## RECOMMENDATION

Staff recommends that the attached resolution be adopted authorizing the City Manager to issue a purchase order to MWD in the amount of $400,000 (Four Hundred Thousand Dollars).

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

**APPROVED FOR FORWARDING:**

**ROGER L. HALEY**
**CITY MANAGER**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA IN THE AMOUNT OF $400,000 TO PURCHASE IMPORTED WATER FOR THE 2016-2017 FISCAL YEAR**

**WHEREAS**, the purchase of water from the Metropolitan Water District of Southern California ("MWD") will assist the Compton Municipal Water Department in the fulfillment of its goals and objectives; and

**WHEREAS**, the Compton Municipal Water Department anticipates purchasing 300 acre-feet of imported water from MWD for the 2016-17 fiscal year for its customers; and

**WHEREAS**, the Compton Municipal Water Department delivers a total annual demand of approximately 8,000 acre-feet of water which is provided partly through groundwater pumping rights of 5,780 acre-feet of water (75%); and

**WHEREAS,** despite acquiring additional groundwater rights through lease agreements, the City needs to insure it has sufficient rights to meet all its anticipated demands, therefore, it is estimated that the cost for Fiscal Year 2016-17 will be Four Hundred Thousand Dollars ($400,000.00); and

**WHEREAS**, funds have been allocated in the Compton Municipal Water Department's 2016-17 Fiscal Year Budget in Account No. 5000-850-000-4252 (MWD – Water Purchase).

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

**SECTION 1**. That the City Manager is hereby authorized to issue a purchase order in the amount of Four Hundred Thousand Dollars ($400,000.00) to the Metropolitan Water District of Southern California.

**SECTION 2.** That funds have been allocated in the Compton Municipal Water Department's 2016-17 Fiscal Year Budget in Account No. 5000-85-0000-4252 (MWD Water Purchase).

**SECTION 3.** That a copy of this Resolution shall be filed in the office of the City Manager, City Controller, Compton Municipal Water Department, and the Metropolitan Water District of Southern California.

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

**ADOPTED** this ____ day of _____, 2016.

_____
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

_____
**CITY CLERK OF THE CITY OF COMPTON**

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

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

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **Water Department**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA IN THE AMOUNT OF $400,000 TO PURCHASE IMPORTED WATER FOR THE 2016-2017 FISCAL YEAR**

| | |
|---|---|
| ***Glen Kau*** | **7/12/2016 4:26:37 PM** |
| DEPARTMENT MANAGER'S SIGNATURE | DATE |

**REVIEW / APPROVAL**

| | |
|---|---|
| ***Merle Greene*** | **7/21/2016 10:47:23 AM** |
| CITY ATTORNEY | DATE |
| ***Barbara Rumbaoa*** | **7/14/2016 3:40:42 PM** |
| CITY CONTROLLER | DATE |
| ***Roger Haley*** | **7/14/2016 3:15:10 PM** |
| CITY MANAGER | DATE |

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

**July 26, 2016**

**TO:** **MAYOR AND CITY COUNCIL**

**FROM:** **RENEA FERRELL, GRANTS MANAGER**
**CITY MANAGER'S OFFICE**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING AND APPROPRIATING $222,600 IN CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) SUSTAINABLE TRANSPORTATION GRANT FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS WITH CALTRANS, EVAN BROOKS ASSOCIATES AND THE COMMUNITY HEALTH COUNCILS AND AMENDING THE 2016-2017 FISCAL YEAR BUDGET ($251,440)**

## SUMMARY

Adoption of this resolution will accept and appropriate Two-Hundred Twenty-Two Thousand Six-Hundred ($222,600) Dollars in grant funding from the California Department of Transportation ("CalTrans") for the Safe Route to School Plan; authorize the City Manager to execute grant agreements and all other related documents with CalTrans; enter into twenty (20) month (August 1, 2016 through February 1, 2018) professional service agreements with Evan Brooks Associates in the amount of $175,600.00 and Community Health Councils in the amount of $30,000.00.

## BACKGROUND

City of Compton staff coordinated efforts for the application of a Safe Routes to School Grant through Caltrans' Sustainable Transportation Planning Grant Program. Safe Routes to School is an internationally known program that has grown significantly within the United States and many California communities. Safe Routes programs are designed to increase the number of children that bicycle and walk to schools through the removal of barriers that may prevent them from doing so. These barriers include a lack of infrastructure (sidewalks, crosswalks, signals and signs), unsafe infrastructure, a lack of educational programming (partnerships between local law enforcement and the schools), and the promotion of programs that promote bicycling and walking. These plans and programs encourage active transportation (walking and biking) and also create improvements and programs to provide safety for both motorists and non-motorists.

## STATEMENT OF THE ISSUE

According to the Statewide Integrated Traffic Record System (SWITRS), from 2010-2012, more than 203 out of 887 traffic collisions that occurred within the City involved pedestrians and bicyclists, making safety along traveled streets a high priority. The City of Compton has been working very hard to develop complete streets and both safe and healthy mechanisms for students to travel to school, throughout the City. As a part of this effort, the Grants Division, in partnership with a team of consultants from Evan Brooks Associates, prepared and submitted the application for the Fiscal Year 2015/2016 Sustainable Transportation Planning Grant in the amount of $222,600 (the total project cost is expected to be $251,440; an in-kind/local match of $28,840 is required), from Caltrans to continue our efforts to improve access for the youth and community to safe and healthy active transportation opportunities. The City has been awarded the funding and plans to implement the proposed activities this fiscal year. The City Manager needs authorization to execute grant agreements and other related documents to accept the funds from the Department of Transportation throughout the grant period of April 1, 2016 to February 28, 2018.

For the Safe Routes to School Project, the City will enter into a twenty (20) month professional agreement with Evan Brooks Associates, a strategic planning and outreach firm, for a contract amount of $175,600, for the term of August 1, 2016 to February 1, 2018. Their scope of work shall include assisting in the community outreach through pre-charrette community workshops and school visits, production of outreach materials, presentation at various meetings, development of maps, review data and prepare both the draft and final Safe Routes to School Plan.

The City will also enter into a twenty (20) month professional agreement with Community Health Councils, a health advocacy organization, for the contract amount of $30,000, for the term period of August 1, 2016 to February 1, 2018. Their scope of work will include assisting in community outreach through pre-charrette community workshops and school visits, presentations at various meetings, and distribution of outreach materials.

The contracts will be prepared once the Grants Division meets with both consultants to finalize timelines to specific activities to ensure the project needs are met. This information will be added to the contract for accountability. The Grants Division will provide support to both consultants by assisting in the community outreach and reviewing reports and plans before they are submitted to the Department of Transportation.

For the project, the proposed activities are as follows:

The City of Compton is developing a comprehensive Safe Routes to School Plan with the goal of providing a safe built environment and increasing the number of children that walk and ride their bicycles to school. The City, in partnership with the Community Health Councils and Evan Brooks Associates, will work with the school district, individual schools, and parents to identify barriers to walking and bicycling in the community, and will prepare a plan with detailed recommendations and supportive policies for physical changes to streets, sidewalks, and intersections that will support safe and active transportation to all 30 schools within the City.

The task breakdown is as follows:

Task 1. Project Management and Coordination ($13,105) includes grant required kick-off meetings, consultant procurement and contract awards, and staff coordination/team meetings).

Task 2. Public Outreach and Participation ($142,167) includes Community Advisory Committee (CAC) development and formation, CAC kick-off meeting, pre-charrette visits to schools and pre-charrette community workshops, community charrettes and tours, and the production and distribution of outreach materials.

Task 3. Preparation of Safe Routes to School Plan ($68,440) includes development of citywide safe routes mapping, review of data and existing conditions, development of plan/outline and draft plan, and review of plan by city/community.

Task 4. Adoption of Safe Routes to School Plan ($11,446) includes presentations at various meetings, including community groups, CAC, School Board, Planning Commission, and the City Council. Each body will have an opportunity to review and comment on the developed Safe Routes plan.

Task 5. Project Management and Administration ($16,282) includes overall project administration and the development/issuance of quarterly reporting, per grant requirements.

## ALTERNATIVES

The Council has the authority to accept the grant funds and subsequent implementation of the Safe Routes to School program. If the City Council chooses not to accept the grant funds, the City cannot implement the proposed activities unless General Funds or other funding sources are provided.

## FISCAL IMPACT

The Sustainable Transportation Planning Grant has a required local match/in-kind contribution. The City has established that this amount shall be $28,840. This amount will be appropriated from various grant salaried personnel. The remaining $222,600 and associated costs related to the proposed activities as well as grant oversight will be paid directly from the grant.

Increase Revenue

| Account No. | Account Description | Amount |
|---|---|---|
| 1081-000-000-3579 | Revenue | $ 222,600.00 |

Increase Expenditure

| Account No. | Account Description | Amount |
|---|---|---|
| 1081-510-000-4101 | Salaries | $ 17,000.00 |
| 1081-510-000-4266 | Contract Services | $ 175,600.00 |
| 1081-510-000-4269 | Other Contract Services | $ 30,000.00 |
| | Total | $ 222,600.00 |

This is a multiyear grant. The unexpended funds from FY 16-17 will be rolled over to FY 17-18. The Grant period is from April 1, 2016 to February 28, 2018.

## RECOMMENDATION

Staff recommends that the City Council accept the Caltrans Sustainable Transportation Planning Grant for funding of the Safe Routes to School Plan and adopt the attached resolution, which approves the proposed activities, authorizes the City Manager to execute grant agreements and other related documents from the California Department of Transportation (Caltrans), enter into professional service agreements with both Evan Brooks Associates and Community Health Councils and amend the 2016-2017 Fiscal Year budget.

**RENEA FERRELL, GRANTS MANAGER
CITY MANAGER'S OFFICE**

**APPROVED FOR FORWARDING:**

**ROGER L. HALEY
CITY MANAGER**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING AND APPROPRIATING $222,600 IN CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) SUSTAINABLE TRANSPORTATION GRANT FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS WITH CALTRANS, EVAN BROOKS ASSOCIATES AND THE COMMUNITY HEALTH COUNCILS AND AMENDING THE 2016-2017 FISCAL YEAR BUDGET ($251,440)**

**WHEREAS,** the Sustainable Transportation Planning Grant Program, administered by the California Department of Transportation ("Caltrans"), was designed to support their mission to provide safe, sustainable, integrated and efficient transportation systems to enhance local community's economies and livability; and

**WHEREAS**, Caltrans provides transportation planning grants that promote balanced comprehensive multimodal transportation systems and active transportation activities, to include Safe Routes to School Plans; and

**WHEREAS,** according to the Statewide Integrated Traffic Record System, from 2010-2012 more than 203 out of 887 traffic collisions that occurred within the City involved pedestrians and bicyclists, making safety along traveled streets a high priority; and

**WHEREAS,** the City of Compton has been working very hard to develop complete streets and both safe and healthy mechanisms for students to travel to school, throughout the City and as part of this effort, the Grants Division, in partnership with a team of consultants from Evan Brooks Associates, prepared and submitted the application for the Fiscal Year 2015/2016 Sustainable Transportation Planning Grant and was awarded grant funding in the amount of $222,600 from Caltrans to continue our efforts to improve access for the youth and community to safe and healthy active transportation opportunities; and

**WHEREAS,** the Sustainable Transportation Planning Grant funds will cover the cost of developing a Safe Routes to School Plan to ensure a safe and healthy environment for Compton's school aged children to walk and bicycle to and from schools; and

**WHEREAS,** there is a need to engage the services of professional partners to assist with implementing the City's Safe Routes to School Plan, thus, staff recommends contracting with Evans Brooks Associates, a strategic planning and outreach firm, and Community Health Councils, a health advocacy organization; and

**WHEREAS,** the FY 15-16 Sustainable Transportation Planning Grant has a required $28,840 in-kind/local match for a total cost projection of $251,550; and

**WHEREAS,** the City Manager's Office FY 16-17 budget must be amended to appropriate the California Department of Transportation grant funds.

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

**Section 1.** That the $222,600.00 Sustainable Transportation Planning Grant from the Department of Transportation for the development of a Safe Routes to School Plan is hereby accepted by the City of Compton and the City Manager, on the advice and approval of the City Attorney is authorized to execute grant agreements and other related documents from the Department of Transportation as may be necessary to accept the grant funding. The grant period is from April 1, 2016 to February 28, 2018.

**Section 2.** That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a twenty (20) month professional services agreement with Evans Brooks Associates in the amount of $175,600.00, for the term of August 1, 2016 to February 1, 2018. Their scope of work will include, but not be limited to assisting in the community outreach through pre-charrette community workshops and school visits, production of outreach materials, presentation at various meetings, development of maps, review data and prepare both the draft and final Safe Routes to School Plan.

**Section 3.** That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a twenty (20) month professional services agreement with Community Health Councils in the amount of 30,000.00 for the term of August 1, 2016 to February 1, 2018. Their scope of work will include, but not be limited to assisting in community outreach through pre-charrette community workshops and school visits, presentations at various meetings, and distribution of outreach materials.

**Section 4.** That the FY 2016-2017 Annual Budget shall be amended as follows:

**Increase Revenue**

| Account No. | Account Description | Amount |
|---|---|---|
| 1081-000-000-3579 | Revenue | $222,600.00 |

**Increase Expenditure**

| Account No. | Account Description | Amount |
|---|---|---|
| 1081-510-000-4101 | Salaries | $ 17,000.00 |
| 1081-510-000-4266 | Contract Services | $175,600.00 |
| 1081-510-000-4269 | Other Contract Services | $ 30,000.00 |
| | **Total** | **$222,600.00** |

**Section 5.** This is a multiyear grant. The unexpended funds from FY 16-17 will be rolled over to FY 17-18. The Grant period is from April 1, 2016 to February 28, 2018.

**Section 6.** That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, Grants Division, City Attorney, Careerlink and City Controller's Office.

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

**ADOPTED** this _____ day of _____, 2016.

_____
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

_____
**CITY CLERK OF THE CITY OF COMPTON**

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the 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**

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **City Management**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING AND APPROPRIATING $222,600 IN CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) SUSTAINABLE TRANSPORTATION GRANT FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS WITH CALTRANS, EVAN BROOKS AND ASSOCIATES AND THE COMMUNITY HEALTH COUNCILS AND AMENDING THE 2016-2017 FISCAL YEAR BUDGET ($251,440)**

***Roger Haley*** — **7/18/2016 11:53:34 AM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

**REVIEW / APPROVAL**

***Ruth Rugley*** — **7/21/2016 1:32:57 PM**
CITY ATTORNEY — DATE

***Barbara Rumbaoa*** — **7/21/2016 11:04:42 AM**
CITY CONTROLLER — DATE

***Roger Haley*** — **7/21/2016 10:49:16 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. |

July 26, 2016

**TO:** **MAYOR AND CITY COUNCIL**

**FROM:** **CITY MANAGER**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENTS WITH AND ESTABLISH PURCHASE ORDERS FOR EVAN BROOKS ASSOCIATES AND AVANTE-GARDE FOR GRANT WRITING SERVICES FOR THE CITY OF COMPTON ($180,000)**

## SUMMARY

A resolution of the City Council of the City of Compton accepting the proposals from Evan Brook Associates and Avante-Garde, authorizing the City Manager to enter into professional services agreements with each consultant for grant writing services and establishing purchase orders for Evan Brooks Associates in the amount of One Hundred Forty-Five Thousand ($145,000.00) and Avante-Garde for Thirty-Five Thousand ($35,000).

## BACKGROUND

The Grants Division of the City Manager's Office solicited qualified grant writing firms through the Request for Proposals ("RFP") process in the later part of February and March of 2016. The City received five (5) proposals: Engineering Solutions Services, Avante-Garde, California Consulting, Evans Brooks Associates and Calloway and Associates. Based upon the review and evaluation of the submittals; which process included assessing the needs of the City, areas of expertise, prior successful grant applications and types of funded projects; the applicable City departments chose Evans Brooks Associates ("EBA") and Avante-Garde.

EBA staff has over 20 years of transportation and land use funding experience and has been instrumental in finding, securing, maintaining, and closing out all levels of government funding. The firm develops long-range strategic planning for funds management and has aided local agencies with receiving and managing over $92 million in funding over the past six (6) years. Their projects involving project planning/management/delivery, grants acquisitions and administration, traffic analysis including public parking structures, roadway resurfacing and realignments, highway safety improvements, transit-oriented developments, Safe Routes to Schools, sustainability and environmental, transportation demand

management and transportation enhancements. EBA has worked with the City of Compton on successful grant proposals in the past in areas of Metro Call for Projects, Wayfinding Signs, Safe Route School Planning Grant and many other technical public improvement grants.

Avant-Garde was incorporated in 2002, with a vast number of years of experience working with cities and meeting their needs through their full service firm that is knowledgeable in grant writing, compliance management and community outreach. They are experienced in a wide range of areas in public services such as park improvements, water, public and private partnerships, public works, transportation, emergency preparedness, and an array of other city related topics. Avant-Garde has successfully obtained over $104 million dollars in funding over the past 11 years.

## STATEMENT OF THE ISSUE

In order for the City to pursue additional funds for various projects, the City desires additional grant writing assistance from experts who are knowledgeable and experienced in public service and improvement grants. By contracting with both consultants firms, this will give the City the opportunity to apply for more complex grant applications that require technical expertise in fields such as transportation, engineering, transit oriented development, land use and zoning; as well as increase the City's applications in water, workforce development, law enforcement, park improvements and fire protection services. Both consultant firms would be assigned different grants based on their expertise, familiarity with the subject and the needs of the City. The Grants Division will provide support to both firms through assisting in the development of scope of work, creating budgets with or without matching funds and assisting with community outreach. In addition, the Grants Division will work with both firms to ensure the proper compliance measures are being taken and timely reports are being submitted.

Contracts will be developed once the Grants Division obtains the funding priorities from the Honorable Mayor and City Council members. The contracts will detail the types of grants each consultant will be responsible for preparing.

The contract amount and purchase order for Evan Brooks Associates will be in the amount of $145,000, of which $31,635 would cover costs for grant writing services incurred last fiscal year (FY 15-16) and $113,365 for a contract term of August 1, 2016 to June 30, 2017, with a one (1) year optional extension.

The contract amount and purchase order for Avante-Garde will be in the amount of $35,000 for future grant writing services for this FY16-17. The contract term will be from August 1, 2016 to June 30, 2017, with a one (1) year optional extension.

## ALTERNATIVE

If the City chooses not to accept the proposals of Evan Brooks Associates and Avant-Garde for the grant writing services, this will reduce the number of grants the City can apply for various projects such as streets, water, community development, law enforcement, workforce development, fire protection and park improvements. These grants include Metro Call for Projects, Highway Safety Improvement Program, Caltrans Active Transportation Program, Transportation Investment Generating Economic Recovery **(**TIGER**)** Discretionary Grant and other highly technical grant opportunities.

## FISCAL IMPACT

The funds are available in this year's FY16-17 budget from the following department's accounts:

Public Works: 1520-710-0MR-4269
Parks and Recreation: 1001-840-000-4238
Fire Department: 1003-690-000-4262
Careerlink: 1001-810-000-4262
Water Department: 5000-90-000-4266

| Account No. | Account Description | Amount |
|---|---|---|
| 1520-710-0MR-4269 | Other Contract Services | $ 130,000.00 |
| 1001-840-000-4238 | Special Projects | $ 15,000.00 |
| 1003-690-000-4262 | Other Professional Service | $ 10,000.00 |
| 1001-810-000-4262 | Other Professional Service | $ 10,000.00 |
| 5000-900-000-4266 | Contract Services | $ 15,000.00 |
| | **Total** | **$ 180,000.00** |

Should the City Council choose to approve the one (1) year optional extensions for one or both of these consultants, the funds to pay for the extended agreement; Evan Brooks Associates in the amount of $113,365 and Avante-Garde in the amount of $35,000; will be available from the FY 2017-2018 department's budgets listed above.

## RECOMMENDATION

Staff recommends the City Council accept the proposals from Evan Brook Associates and Avante-Garde, authorize the City Manager to enter into professional services agreements with both consultants for grant writing services and establish purchase orders for Evan Brooks Associates in the amount of One Hundred Forty-Five Thousand ($145,000.00) and Avante-Garde for Thirty-Five Thousand ($35,000).

**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 AGREEMENTS WITH AND ESTABLISH PURCHASE ORDERS FOR EVAN BROOKS ASSOCIATES AND AVANTE-GARDE FOR GRANT WRITING SERVICES FOR THE CITY OF COMPTON ($180,000)**

**WHEREAS,** in order to obtain such grants as the Metro Call for Projects, Highway Safety Improvement Program (HSIP) and Caltrans Active Transportation Program, as well as meet the application deadlines of multiple grants at the same time, it is necessary to retain the services of experienced and qualified firms; and

**WHEREAS,** the City needs additional grant writing assistance from experts who are knowledgeable and experienced in public service and improvement grants, thus, in the later part of February and March of 2016, the Grants Division of the City Manager's Office solicited qualified grant writing firms through a Request for Proposals process; and

**WHEREAS,** based on review and evaluation of the proposals submitted; including, assessment of the needs of the City, areas of expertise, prior successful grant applications and types of funded projects; applicable City departments chose Evan Brooks Associates and Avante-Garde; and

**WHEREAS,** contracting with both Evan Brooks Associates and Avante-Garde for grant writing services will give the City the opportunity to apply for more complex grant applications that require technical expertise in fields such as transportation, engineering, transit oriented development, land use and zoning; as well as increase the City's applications in water, workforce development, law enforcement, park improvements and fire protection services; and

**WHEREAS,** professional services agreements will be prepared and executed, detailing the specific types of grants each consultant will be responsible for preparing and pursuing based on funding priorities to be identified by the City Council; and

**WHEREAS**, funding for this expenditure are available in the Public Works, Careerlink, Parks and Recreation, Water and Fire Department's FY 16-17 Budget.

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

**SECTION 1.** That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into professional services agreements with Evan Brook Associates and Avante-Garde for rendering grant writing services from the period of August 1, 2016 to June 30, 2017, with a one (1) year optional extension available for one or both of the agreements.

**SECTION 2.** That a purchase order is hereby authorized to be established for Evan Brooks Associates in the amount of $145,000.00, of which $31,635.00 is for grant writing services provided during Fiscal Year 2015-2016.

**SECTION 3.** That a purchase order is hereby authorized to be established for Avante-Garde in the amount of $35,000.00.

**SECTION 4.** That funds in the amount of $180,000 to pay for the grant writing services are available in the Public Works, Careerlink, Parks and Recreation, Water and Fire Department's FY 16-17 Budgets as follows:

Public Works: 1520-710-0MR-4269
Parks and Recreation: 1001-840-000-4238
Fire Department: 1003-690-000-4262
Careerlink: 1001-810-000-4262
Water Department: 5000-90-000-4266

| Account No. | Account Description | Amount |
|---|---|---|
| 1520-710-0MR-4269 | Other Contract Services | $ 130,000.00 |
| 1001-840-000-4238 | Special Projects | $ 15,000.00 |
| 1003-690-000-4262 | Other Professional Service | $ 10,000.00 |
| 1001-810-000-4262 | Other Professional Service | $ 10,000.00 |
| 5000-900-000-4266 | Contract Services | $ 15,000.00 |
| | **Total** | **$ 180,000.00** |

**SECTION 5.** That if the City Council chooses to approve the one (1) year optional extensions for one or both of these consultants, the funds to pay for the extended agreement; Evan Brooks Associates in the amount of $113,365 and Avante-Garde in the amount of $35,000; will be available from the FY 2017-2018 department's budgets listed above.

**SECTION 6.** That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works Municipal Utilities Department.

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

**ADOPTED** this ____ day of _____, 2016.

_____
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

_____
**CITY CLERK OF THE CITY OF COMPTON**

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

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

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

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

_____
**CITY CLERK OF THE CITY OF COMPTON**

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **City Management**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENTS AND ESTABLISH PURCHASE ORDERS FOR EVAN BROOKS ASSOCIATES AND AVANTE-GARDE FOR GRANT WRITING SERVICES FOR THE CITY OF COMPTON ($180,000)**

***Roger Haley*** — **7/21/2016 10:51:27 AM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

**REVIEW / APPROVAL**

***Ruth Rugley*** — **7/21/2016 5:00:30 PM**
CITY ATTORNEY — DATE

***Barbara Rumbaoa*** — **7/21/2016 3:56:55 PM**
CITY CONTROLLER — DATE

***Roger Haley*** — **7/21/2016 3:21:12 PM**
CITY MANAGER — DATE

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

**July 26, 2016**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: CITY MANAGER**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2016-2017 FISCAL YEAR BUDGET AND AUHTORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH TRIMMING LAND COMPANY, INC. TO EXTEND THE CONTRACT TERM, EXPAND THE SCOPE OF SERVICE AND PROVIDE ADDITIONAL COMPENSATION ($300,000)**

## SUMMARY

Adoption of this resolution will amend the 2016-2017 Fiscal Year budget and authorize the City Manager to execute an amendment to the tree maintenance services agreement with Trimming Land Company, Inc. ("TLC") to extend the contract term of the agreement for an additional year (i.e. November 1, 2016 through October 31, 2017), expand the scope of services to be provided by TLC to include tree maintenance services for the City's parks and provide additional compensation for the expanded services in the amount of $300,000.00, provided by the Los Angeles County Regional Park and Open Space District

## BACKGROUND

On October 22, 2013, the City Council adopted Resolution No. 23,856, authorizing the City Manager to enter into a tree maintenance service agreement with TLC for the following services: tree trimming, tree removal, recommended schedule planting, clean-up/disposal, root pruning/root barrier, tree inventory by species, tree care, and emergency on-call services City-wide. The contract was originally funded for $200,000 annually for a period of two (2) years with an optional two (2), one (1)-year extensions. The contract is currently in the first of two (2), one (1) year extensions with the term period of November 1, 2015 to October 31, 2016.

TLC is a complete tree service company with numerous years of experience with municipalities, including the cities of Los Angeles, South Gate, Inglewood, and many others. Their staff capacity and knowledge of urban forestry would make the process of adding additional tree services in a short period of time transition smoothly.

## STATEMENT OF ISSUE

The Grants Division of the City Manager's Office has obtained an additional funding source for tree maintenance services for the City's parks from the Los Angeles County

Regional Park and Open Space District ("District"). The District will provide $300,000.00 funding to the City to address tree trimming, removal and replacement of diseased and/or dead trees throughout the City's parks.

Staff is requesting to expand the scope of services of the current TLC agreement to provide additional tree services for the City's parks for the remainder of the current first 1-year extension (i.e. through October 31, 2016), as well authorize exercising the second 1-year extension (i.e. November 1, 2016 through October 21, 2017) so as to continue with the City-wide services authorized within the original agreement plus the additional services for the City's parks.

## ALTERNATIVE

The City Council could deny the request; however, the City will lose the opportunity for tree trimming, removal and replacement of diseased and or dead trees throughout the City's parks. The City's Public Works Department has only allocated $200,000 annually for City-wide tree maintenance, which is minimal in comparison to the needs throughout the City.

## FISCAL IMPACT

This resolution will have no impact on the General Fund. The cost of the proposed additional services will be covered by the Los Angeles County Regional Park and Open Space District funding. The FY 2016-2017 budget will be amended as follows:

**Increase Revenue**

| Account No. | Account Description | Amount |
|---|---|---|
| 2778-000-000-3579 | Revenue | $300,000.00 |

**Increase Expenditure**

| Account No. | Account Description | Amount |
|---|---|---|
| 2778-510-000-4269 | Other Contract Services | $300,000.00 |

Funding for continuation of the City-wide tree services for the second 1-year extension of the agreement (i.e. November 1, 2016 to October 31, 2017) are available in the Public Works Department FY 16-17 Budget, Account No. 2502-720-000-4269 in the amount of $200,000 as agreed upon in the original contract.

## RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**ROGER L. HALEY
CITY MANAGER**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2016-2017 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH TRIMMING LAND COMPANY, INC. TO EXTEND THE CONTRACT TERM, EXPAND THE SCOPE OF SERVICES AND PROVIDE ADDITIONAL COMPENSATION ($300,000)**

**WHEREAS,** on October 22, 2013, the City Council adopted Resolution No. 23,856, authorizing the City Manager to enter into a tree maintenance service agreement with Trimming Land Company, Inc. for the following services: tree trimming, tree removal, recommended schedule planting, clean-up/disposal, root pruning/root barrier, tree inventory by species, tree care, and emergency on-call services City-wide; and

**WHEREAS,** the contract was originally funded for $200,000 annually for a period of two (2) years with an optional two (2), one (1) year extensions; and

**WHEREAS,** the contract is currently in the first of two (2), one (1) year extensions with the term period of November 1, 2015 to October 31, 2016; and

**WHEREAS,** the City needs to address tree trimming, removal and replacement of diseased and/or dead trees throughout the City's parks, a service not covered by the scope of services of the original agreement; and

**WHEREAS,** the City has been allocated $300,000 in Maintenance and Servicing Funds from the Los Angeles County Regional Park and Open Space District that can used for tree maintenance services for the City's parks; and

**WHEREAS,** staff has recommended that the original agreement with Trimming Land Company, Inc. be amended to expand the scope of services to be provided to include tree maintenance services throughout the City's parks and amend the 2016-2017 Fiscal Year budget to appropriate the $300,000.00 funding provided by the Los Angeles County Regional Park and Open Space District for additional compensation for the expanded services.

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

**SECTION 1.** That the City Manager, on the advice and approval of the City Attorney is hereby authorized to execute an amendment to the tree maintenance services agreement with Trimming Land Company, Inc. to (a) extend the term of the agreement by exercising the second 1-year extension (i.e. November 1, 2016 through October 31, 2017); (b) expand the scope of services of the original agreement to be provided by Trimming Land Company, Inc. to include tree maintenance services for the City's parks; and (c) provide additional compensation for provision of the expanded scope of services in the amount of Three Hundred Thousand Dollars ($300,000.00).

**SECTION 2.** That the FY 2016-2017 Annual Budget shall be amended as follows:

**Increase Revenue**

| Account No. | Account Description | Amount |
|---|---|---|
| 2778-000-000-3579 | Revenue | $300,000.00 |

**Increase Expenditure**

| Account No. | Account Description | Amount |
|---|---|---|
| 2778-510-000-4269 | Other Contract Services | $300,000.00 |
| **Total:** | | **$300,000.00** |

**SECTION 3.** That compensation for the City-wide services to be provided pursuant to the original agreement during the extended term of the agreement (i.e. November 1, 2016 through October 31, 2017) is allocated in the Public Works Department FY 16-17 Budget, Account No. 2502-720-000-4269 in the amount of $200,000, as agreed upon in the original contract.

**SECTION 4.** That copies of this Resolution shall be filed in the offices of the City Manager (Grants Division), City Controller, City Attorney, City Clerk, and the Public Works 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 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-**
**ABSTAIN: COUNCIL MEMBERS-**
**ABSENT: COUNCIL MEMBERS-**

_____
**CITY CLERK OF THE CITY OF COMPTON**

**SECOND AMENDMENT TO**
**TREE TRIMMING SERVICES AGREEMENT**
**BETWEEN**
**CITY OF COMPTON**
**AND**
**TRIMMING LAND COMPANY, INC.**

This **FIRST AMENDMENT** to the Tree Trimming Services Agreement is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **TRIMMING LAND COMPANY, INC.** (hereinafter referred to as **"CONTRACTOR"**), located at 10513 Dolores Avenue, South Gate, California 90280.

**RECITALS:**

**WHEREAS, WHEREAS,** the City has implemented a tree trimming program throughout the entire City, equating to approximately 5,000 trees being trimmed per year; and

**WHEREAS,** by Resolution No. 23,856, adopted on the 22nd day of October 2013, the City Council authorized the City Manager to enter into a tree trimming agreement with Trimming Land Company, Inc., a professional tree maintenance company with urban forest management solutions that are green and eco-friendly for a period of two (2) years (i.e. 11/1/13 – 10/31/15), with an option to renew the agreement thereafter for two (2) one-year extensions; and

**WHEREAS,** pursuant to the provisions of Resolution No. 23,856, the City and Trimming Land Company, Inc. did exercise the first 1-year extension option and extended the term of the original agreement with Trimming Land Company, Inc. for a period of one (1) year (i.e. 11/1/15 – 10/31/16) to provide for the continued provision of City-wide tree trimming and other agreed services at the cost of $200,000.00; and

**WHEREAS,** in addition exercising this second 1-year extension option of the original agreement, the City desires to expand the original scope of services to provide for the tree trimming, removal and replacement of diseased and/or dead trees throughout the City's parks and provide additional compensation in the amount of $300,000 for such expanded services; and

**WHEREAS,** by Resolution No. _____, adopted on the ___ day of _____, 2016, the City Council gave approval to amend the original Agreement to exercise the second 1-year option to extend the contract term (i.e. November 1, 2016 through October 31, 2017), expand the scope of services and provide additional compensation in the amount of $300,000.00.

**NOW, THEREFORE,** Contractor and City**,** for the consideration, terms and conditions herein described, do hereby mutually agree to amend the original Agreement as follows:

**AMENDMENTS:**

**1.** The parties agree to amend **Section 1 – <u>Services to be Performed by Contractor</u>** of the original Agreement to expand the scope of services to be provided by the Contractor to include the tree trimming, removal and replacement of diseased and/or dead trees throughout

the City's parks. These expanded services shall be provided commencing with the remainder of the Agreement current term (i.e. upon Notice to Proceed from the City throughout October 31, 2016), through the end of the extended term of the Agreement (i.e. October 31, 2017), unless these provisions expanding the scope of services is terminated or allocated funds for the expanded scope of services is exhausted. Contractor shall continue to perform those services provided for in the original Agreement.

**2.** The parties agree to amend **Section 3 – Term of Agreement** of the original Agreement to expend the term of the Agreement for a period of twelve (12) months, beginning November 1, 2016 through October 31, 2017, unless terminated earlier as provided therein.

3. The parties agree to amend **Section 4 – Compensation** of the original Agreement to provide compensation for City-wide tree services; as specified in the original Agreement; to be performed during this one (1) year extension period (i.e. November 1, 2016 through October 31, 2017) in the not-to-exceed amount of **Two Hundred Thousand Dollars ($200,000.00).**

The parties further agree that the compensation for provision of the expanded services to be provided by the Contractor (i.e. tree maintenance services throughout the City's parks) is limited to the not-to-exceed amount of **Three Thousand Dollars ($300,000.00).**

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

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

**TRIMMING LAND COMPANY, INC.**
**CONTRACTOR**

**Dated: _____** **By _____**
**Basilio Martinez, Chief Executive Officer**

**CITY OF COMPTON**
**Approved by:**

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

**Approved as to form:**

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

**ATTEST:**

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

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **City Management**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2016-2017 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH TRIMMING LAND COMPANY, INC. TO EXTEND THE CONTRACT TERM, EXPAND THE SCOPE OF SERVICES AND PROVIDE ADDITIONAL COMPENSATION ($300,000).**

***Roger Haley*** — **7/21/2016 5:57:38 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

**REVIEW / APPROVAL**

***Ruth Rugley*** — **7/21/2016 8:09:31 PM**
CITY ATTORNEY — DATE

***Barbara Rumbaoa*** — **7/21/2016 7:43:48 PM**
CITY CONTROLLER — DATE

***Roger Haley*** — **7/21/2016 5:58:42 PM**
CITY MANAGER — DATE

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

**July 26, 2016**

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

**FROM:** **CITY MANAGER**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE AMENDMENT OF THE SALARY PLAN BY ADDING AN UNCLASSIFIED POSITION OF CITY COUNCIL ASSISTANT-BILINGUAL**

## SUMMARY

The City Council will consider a resolution amending the City's Salary Plan by adding an unclassified position of City Council Assistant-Bilingual.

## BACKGROUND

During the Fiscal Year 2016-2017 budget discussions the City Council voted to include one (1) unclassified City Council Assistant–Bilingual position in the FY 16-17 budget. This position would be designated to provide bilingual Spanish support to the City's ethnically diverse community. This part-time position would serve under the direction of the City Manager and shall not exceed 36 hours per week. This position will provide administrative support to the City Manager's Office and would provide bilingual services to the Mayor and City Council on an as-needed and requested basis.

## STATEMENT OF ISSUE

The City of Compton has a highly diverse Spanish speaking population. It is likely the City can improve its service delivery and benefit from the addition of a designated bilingual City Council Assistant position to assist with community outreach efforts.

## FINANCIAL IMPACT

The recommended hourly salary range for the City Council Assistant - Bilingual position is as follows:

| | Step A | Step B | Step C | Step D | Step E |
|---|---|---|---|---|---|
| City Council Assistant-Bilingual | $23.73 | $24.68 | $25.67 | $26.70 | $27.76 |

Based on Council direction, the salary and benefits for this position has been included in the Fiscal Year 2016-2017 Budget.

## ALTERNATIVE

Do not approve the recommendation contained in this report.

## RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution authorizing the amendment of the City's Salary Plan by adding an unclassified position of City Council Assistant-Bilingual.

**ROGER L. HALEY**
**CITY MANAGER**

**RESOLUTION NO._____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE AMENDMENT OF THE SALARY PLAN BY ADDING AN UNCLASSIFIED POSITION OF CITY COUNCIL ASSISTANT-BILINGUAL**

**WHEREAS,** it was brought to the attention of the City Manager at the June 28, 2016 and July 5, 2016 City Council meetings that City Council efforts would best be supported by the addition of an unclassified City Council Assistant-Bilingual to the City Manager's Department; and

**WHEREAS,** the City Council Assistant-Bilingual shall be part-time and not exceed 36 hours per week and will also provide administrative support to the City Manager's Department on a rotational, as-needed basis; and

**WHEREAS,** the salary and benefits for this position has been included in the Fiscal Year 2016-2017 budget.

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

**Section 1.** That the City of Compton's Salary Plan shall hereby be amended to add the unclassified position of City Council Assistant-Bilingual.

**Section 2.** That the hourly salary range for the unclassified position of City Council Assistant-Bilingual is hereby established at:

| | Step A | Step B | Step C | Step D | Step E |
|---|---|---|---|---|---|
| City Council Assistant-Bilingual | $23.73 | $24.68 | $25.67 | $26.70 | $27.76 |

**Section 3.** That a duly certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller and Human Resources.

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

**ADOPTED** this ___ day of _____, 2016.

_____
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

_____
**CITY CLERK OF THE CITY OF COMPTON**

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

#30.



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**

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **Human Resources**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE AMENDMENT OF THE SALARY PLAN BY ADDING AN UNCLASSIFIED POSITION OF CITY COUNCIL ASSISTANT-BILINGUAL**

***Shawna Holmquist*** — DEPARTMENT MANAGER'S SIGNATURE
**7/14/2016 11:43:22 AM** — DATE

**REVIEW / APPROVAL**

***Ruth Rugley*** — CITY ATTORNEY
**7/18/2016 1:05:59 PM** — DATE

***Barbara Rumbaoa*** — CITY CONTROLLER
**7/14/2016 5:39:31 PM** — DATE

***Roger Haley*** — CITY MANAGER
**7/14/2016 3:34:58 PM** — DATE

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

**July 26, 2016**

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

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

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR $25,000 CONTRACTUAL AGREEMENT WITH JASMYNE CANNICK FOR PUBLIC COMMUNICATION SERVICES**

## SUMMARY

The City of Compton requires the services of a qualified and experienced consultant with experience in communications, brand management and strategic partnerships to develop new programs for strategic communication and public information. The consultant will work with the entire City Council to develop a comprehensive, and unified look, feel and style for public communications material produced and distributed by the City.

## BACKGROUND

On October 19, 2015, pursuant to Resolution No. 24,901 the City Council authorized the City Manager to enter into an agreement and issued a purchase order for Jasmyne Cannick for one year at $25,000 to provide strategic communication and public service information services.

Jasmyne Cannick has provided the following services as part of her contract:

- Assist as the point of contact for media inquires
- Manage all social media accounts for the City and implement best practices
- Coordinate media attendance and management at events
- Press Conference coordination including press material, press releases and social media postings
- Write/place external media copy including radio, television, and/or newspaper
- Notify City staff of potential news worthy events that may affect the City

The City of Compton is in need of a consultant to perform and provide input, feedback and development of the City's communication strategies and objectives by working with the City to 1) Assist with the development of a City External Communication Plan and Internal Communications plan which will include the overall goal of unifying communication materials in the City and provide innovative and current information on City services; 2) serve as an public information officer for City messaging and new digital media communications (social media, online press interaction); 3) Assist in developing designs for communication materials across a range of media including

print, electronic and web-based and; 4) Develop content for external communication including memos, press releases and general public information content.

## STATEMENT OF THE ISSUE

The City Manager's Office would like to continue to utilize Jasmyne Cannick's services. The contract exceeds the City Manager authority therefore, City Council authorization is required.

## FISCAL IMPACT

The funds are available in the Fiscal Year 2016-2017 budget in Account No. 1001-400-c05-4238 (Special Projects) in an amount not to exceed $25,000.

## RECOMMENDATION

Staff recommends approval of this item.

**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 A ONE YEAR $25,000 CONTRACTUAL AGREEMENT WITH JASMYNE CANNICK FOR PUBLIC COMMUNICATION SERVICES**

**WHEREAS,** the City of Compton seeks to develop a cohesive and unified look, feel and style for public communications material produced and distributed by the City; and

**WHEREAS,** the City has determined that there is a need to employ the services of a qualified and experienced consultant with experience in communications, brand management and strategic partnerships to develop new efforts for strategic communications and public information; and

**WHEREAS,** On October 19, 2015, pursuant to Resolution No. 24,901 the City Council authorized the City Manager to enter into an agreement and issue a purchase order for Jasmyne Cannick for one year at $25,000 to provide strategic communication and public service information; and

**WHEREAS,** in FY 15-16 Consultant Jasmyne Cannick has provided professional communication services for the City of Compton.

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

**SECTION 1.** That the City Manager is authorized to enter into a one year contractual agreement for $25,000 with Jasmynne Cannick for public communication services.

**SECTION 2**. That funds are available in the Fiscal Year 2016-2017 budget in the following Account for an amount not to exceed $25,000.

| Account No. | Description | Amount |
|---|---|---|
| 1001-400-C05-4238 | Special Projects | $25,000 |

**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**

**RESOLUTION NO. _____**
**Page 2**

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

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

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

_____
**CITY CLERK OF THE CITY OF COMPTON**

**July 26, 2016**

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

**FROM:** **CITY MANAGER**

**SUBJECT:** **A RESOLUTON OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE PROFESSIONAL SERVICES CONTRACT WITH STRATEGIC COUNSEL PLC FOR STATE LEGISLATIVE AND ADVOCACY SERVICES FOR FISCAL YEAR 2016-2017**

## SUMMARY

The City Council will consider a resolution authorizing the City Manager to renew the professional services agreement with Strategic Counsel for state legislative and advocacy services during Fiscal Year 2016-2017.

## BACKGROUND

Approximately 5,000 bills move through the California Legislature every session. Strategic Counsel has extensive experience representing public and private organizations in a wide range of issues including regulatory and legislative matters. Furthermore, Strategic Counsel has provided legislative and advocacy services to the City of Compton and possesses the experience to represent the City at the State level. Strategic Counsel has administered state legislative and advocacy services to the City since July 2007.

By way of examples, Strategic Counsel has advocated on behalf of the City during Fiscal Year 2015-2016:

- Strategic Counsel assisted the City in the return of nearly 7.2 million per year for City Employee pensions of otherwise redistributed funds through the redevelopment dissolution process. Last Fiscal Year they successfully monitored and protected against changes to SB 107, 2015's Local Government Trailer Bill, which might have impacted this revenue.

- Strategic Counsel continued efforts to support a Transportation Funding initiative, such as the one in the Governor's May Revision Transportation Proposal that would provide nearly $1.8 billion per year over ten years for local government transportation priorities, including road maintenance and repair. The Governor's proposal was passed as part of the wider 2016-17 Budget act which should lead to the City receiving transportation funds for road repairs.

- Strategic Counsel has also been proud to support efforts to designate two portions of highways in the City as memorial highways for fallen Compton Police Officers.

**STATEMENT OF THE ISSUE**

Strategic Counsel endeavors to provide legislative and policy advice to the City of Compton on matters that impact its governmental and local ordinance prerogatives. A year-end report has been submitted by Strategic Counsel which is attached and the company stands ready to continue state lobbying services on behalf of the City of Compton for the City's current fiscal year.

Staff has attached a survey of selected cities regarding lobbying services:

| CITY | CONTRACT AMOUNT | LOBBYING FIRM |
|---|---|---|
| | | |
| Inglewood | $27,200 | Ellison Wilson Advocacy, LLC |
| Lynwood | $60,000 | Legislative Advocacy Group |
| South Gate | $15,000 | David Turch & Associates |
| South Gate | $12,000 | Gonsalves & Sons |
| Cudahy | $48,000 | Gonsalves & Sons |
| Bell Flower | $30,000 | Gonsalves & Sons |

* This survey is based on proximity to the City of Compton and does not factor in size, diversity of population or needs.

**FISCAL IMPACT**

The total cost for a professional services contract with Strategic Counsel will be $9,000 per month and shall not exceed $108,000 for Fiscal Year 2016-2017, commencing July 1, 2016 and terminating June 30, 2017. This annual rate has been consistent since 2007, when the City began contracting with Strategic Counsel.

Funds have been allocated in the Fiscal Year 2016-2017 budget in account 1001-510-000-4269.

**RECOMMENDATION**

Staff is seeking City Council direction regarding the renewal of the City annual state lobbyist's contract.

**ROGER L. HALEY**
**CITY MANAGER**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE PROFESSIONAL SERVICES CONTRACT WITH STRATEGIC COUNSEL PLC FOR STATE LEGISLATIVE AND ADVOCACY SERVICES FOR FISCAL YEAR 2016-2017**

**WHEREAS,** the City Council has determined that it is necessary to retain legislative and advocacy services designed to enhance the City of Compton's ability to achieve its objectives and to help the City shape policies at the state level; and;

**WHEREAS,** Strategic Counsel, a fully qualified legislative firm, currently provides legislative and advocacy services and evaluates policy issues for the City of Compton; and;

**WHEREAS,** Strategic Counsel serves as the City's principal advisor on state level public policy, legislative and economic development policies, and coordinates with the City Administration and City Council Members, and;

**WHEREAS,** Strategic Counsel assisted the City in the return of approximately 7.2 million per year for City Employee pensions of otherwise redistributed funds through the redevelopment dissolution process. Last Fiscal Year they successfully monitored and protected against changes to SB 107, 2015's Local Government Trailer Bill, which might have impacted this revenue; and

**WHEREAS,** Strategic Counsel continued efforts to support a Transportation Funding initiative, such as the one in the Governor's May Revision Transportation Proposal that would provide nearly $1.8 billion per year over ten years for local government transportation priorities, including road maintenance and repair. The Governor's proposal was passed as part of the wider 2016-17 Budget act which should lead to the City receiving transportation funds for road repairs; and

**WHEREAS**, Strategic Counsel stands ready, willing and able to provide its lobbying services for the 2016 -2017 Fiscal Year; and

**WHEREAS**, funds for the renewal of said agreement are available in the Fiscal Year 2016-2017 budget.

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

**SECTION 1.** That the City Manager is hereby authorized to extend a professional services contract with Strategic Counsel PLC for legislative and advocacy services during Fiscal Year 2014-2015 for an amount not to exceed $108,000 at a rate of $9,000 per month, commencing July 1, 2016 and terminating June 30, 2017.

**SECTION 2.** That funds are allocated in account 1001-510-000-4218.

**SECTION 3.** That certified copies of this resolution shall be filed in the offices of the City Controller, City Clerk, City Manager, and the City Attorney.

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

**ADOPTED** this _____ day of _____, 2016.

_____

**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

_____
**CITY CLERK OF THE CITY OF COMPTON**

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

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

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

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

_____
**CITY CLERK OF THE CITY OF COMPTON**

StrategicCounsel PLC

727 West 7th Street • Suite 1425
Los Angeles, California 90017
*tel* 213.895.7010
*fax* 213.895.7020

1818 L Street • Suite 505
Sacramento, California 95811
*tel* 916.325.4080
*fax* 916.325.4085

www.strategicounsel.com

# MEMORANDUM

**TO:** Roger Haley, City Manager
City of Compton

**FROM:** Strategic Counsel PLC

**DATE:** July 6, 2016

**RE:** Strategic Counsel's 2015-16 Services for the City of Compton

**CC:** Alma Martinez, Assistant City Manager
City of Compton

Strategic Counsel endeavors to provide legislative and policy advice to the City on matters that impact its governmental and local ordinance prerogatives, to identify and help secure opportunities to generate funding and resources for residents and services, and to assist in achieving local, regional, and statewide policy changes or prerogatives that enhance the City's economic development and potentially directly generate grant and loan funding for City.

We have also used our outreach to key leaders of legislative policy and fiscal committees to advocate for policies that enhance the City's stature and impact on policies and actions by the Legislature. Our presence in meetings with these key officials allows us to both protect the City's interests and connect with new opportunities.

Over the course of the current 2015-16 Contract Year, Strategic Counsel monitored legislative developments relevant to the City's interests, helped pursue the designation of part of the City's infrastructure as federally "critical infrastructure", helped fight against attempts to reduce revenue from Crystal Casino as well as for increased resources for homelessness relief and affordable housing, helped protect the City's prerogatives in deciding whether to allow medical marijuana, and successfully fulfilled the Council's main goal of restoring the $7.2 million per year in pension tax revenues that was being diverted to LA County to pay off to redevelopment debt.

Understanding that what happens in the City of Compton can be closely related to regulatory decisions made by the Federal Government, Strategic Counsel engages on behalf of the City in policy initiatives that can ultimately impact federal decisions such as the designation of the Alameda Corridor as "critical infrastructure" which could make the City eligible for federal funding to protect such designations. This push for "critical infrastructure" was made by

Councilwoman Emma Sharif to help support the infrastructure and quality of life in the City of Compton.

In this endeavor, Strategic Counsel has worked with Council Member Sharif and partnered with the Governor's Office of Emergency Services to clarify and appeal the current non-designation of the Alameda Corridor as "critical infrastructure". Having a state-local partnership is the first step to achieving a federal designation and a critical step forward for the City.

We also helped to interpret state legislative activities that can impact the City Council's goals and priorities or limit its ability to best serve the interests of its residents. Through our recommendations for the City to take positions, for or against state legislation, we seek to help the City signal to the Governor, Legislature, Los Angeles County, other local governments, and important private enterprises the City's wishes and priorities.

In connection with the aforementioned, Strategic Counsel has recommended that the City Council offer its perspective on measures impacting Medical Marijuana policies, Affordable Housing policies, Transportation funding policies, and Public Safety policies. We have also urged the City to express its views on the actions of state regulatory organizations such as the Attorney General's Bureau of Gambling Control, impacting Crystal Casino, and the recently established Bureau of Medical Marijuana Regulation, which can impact the City's ability to control the placement and activities of Medical Marijuana Dispensaries in the City.

These measures, especially around the City's Casino are critical to providing revenue for services that the City Council and Mayor provide to the citizens of the City of Compton and we have taken every opportunity to ensure that any new regulations will allow the Casino to continue being a stable stream of revenue for the City into the future.

Chief among these recommendations for City action was Strategic Counsel's continued efforts to support a Transportation Funding initiative, such as the one in the Governor's May Revision Transportation Proposal that would provide nearly $1.8 billion per year over ten years for local government transportation priorities, including road maintenance and repair. We are pleased that the Governor's proposal was passed as part of the wider 2016-17 Budget Act and that the City should begin receiving transportation funds for road repairs.

Strategic Counsel has also been proud to support efforts to designate two portions of highways in the City as memorial highways for fallen Compton Police Officers. This commendable initiative was brought to us by Councilwoman Janna Zurita's request.

Strategic Counsel entered the current year following a successful multi-year effort to return nearly $7.2 million per year for City Employee pensions of otherwise redistributed funds

through the redevelopment dissolution process. We have successfully monitored and protected against changes to SB 107, 2015's Local Government Trailer Bill, which might impact this revenue.

**Funding / Economic Opportunities**

Understanding that grant opportunities provide sorely needed monies to expand and build upon community needs, we have identified the following grant opportunities in which the City might be interested:

Economic Development

- **AB 2 Community Revitalization Authorities** - Allows local governments to create Community Revitalization and Investment Authorities (CRIAs) "invest in disadvantaged communities with a high crime rate, high unemployment, and deteriorated and inadequate infrastructure, commercial, and residential buildings." The CRIAs will have many of the same abilities as the redevelopment agencies that the Governor previously dissolved: the power to issue bonds, provide low-income housing, prepare and adopt a plan for an area, and among others, the power to acquire property using the power of eminent domain. These do not require a grant and a local government can take steps to establish an authority if they meet certain conditions and have above average crime, unemployment, and deterioration rates.

Environmental

- **Brownfields Revolving Loan Fund** - Provides grants and technical assistance to communities, states, tribes, and other stakeholders, giving them the resources they need to prevent, assess, safely clean up, and sustainably reuse brownfields. Grant applications for 2016-17 were due in April 2016.

Housing

- **Building Equity and Growth in Neighborhood Program (BEGIN)** - Provides grants to cities and counties to make deferred-payment second mortgage loans to qualified buyers of new homes, in projects where affordability has been enhanced by local regulatory incentives or barrier reductions.

Public Safety

- **Juvenile Accountability Block Grant** - Provides funding to local governments to enhance their efforts to combat serious and violent juvenile crime through accountability-based reforms.

- **CalGRIP Program** - Funds gang reduction, intervention, and prevention in Cities that commit to a local collaborative approach to combat gang activities. This grant has shifted to a three year grant cycle and should be available for application during the 2017-18 grant cycle.

Transportation

- **Caltrans Sustainable Transportation Planning Grant Program** - Provides grants for transportation planning efforts that place an emphasis on sustainability when developing a comprehensive multimodal transportation system. Environmental Justice, Community-Based Transportation Planning, and Transit Planning are all eligible project areas under this grant. The 2017-18 application will be released in August of 2016.

- **Low Carbon Transit Operations Program** - Supports new or expanded bus or rail services, expanding intermodal transit facilities, and fund equipment acquisition, and maintenance, especially in disadvantaged communities. Grant applications should be released in November 2016.

- **Affordable Housing and Sustainable Communities Grant Program** - Funds land-use, housing, transportation, and land preservation projects to support infill and compact development that reduce greenhouse gas emissions. Assists disadvantaged communities in increasing availability of affordable housing, employment centers, and key destinations via low-carbon transportation. Applications should be released in Winter 2017.

- **Transit and Intercity Rail Capital Program** - Funds capital improvements and operational investments that will modernize California transit systems and intercity, commuter, and urban rail systems to reduce emissions of greenhouse gases by reducing vehicle miles traveled throughout California. Grant opportunities for 2017-18 should be released in Winter 2017.

- **Fostering Advancements in Shipping and Transportation of the Long-term Achievement of National Efficiencies (FASTLANE)** - The FASTLANE grant program provides funding for projects of national or regional significance. FASTLANE grants provide dedicated funding for critical freight and highway projects that address major issues facing our nation's highways and bridges. Applications for FY 2016 were due in April 2016.

**Strategic Counsel's 2015-16 Legislative Engagement:**

Strategic Counsel monitored the legislative developments around the following bills in 2015-16.

Environmental Justice / Cap & Trade
AB 1550 (Gomez) – Greenhouse Gas Investment Plan for Disadvantaged Communities – Support Rec. – **Active**
AB 1691 (Gipson) – Vehicle Air Pollution: Retirement – Support Rec. – **Active**

Gambling
Opposition to Attorney General Regulations on Casino Player-Dealer Rotations

Healthcare
AB 1763 (Gipson) – Colorectal Cancer Screening – Support Rec. – **Active**
AB 2179 (Gipson) – Hepatitis C Testing – Support Rec. – **Active**

Housing
*AB 35 (Chiu) – Housing Tax Credit – Support Rec. –* ***Vetoed***
*AB 90 (Chau) – Federal Housing Trust Fund – Support Rec. –* ***Chaptered***
*AB 1056 (Atkins) – Second Change Program – Support Rec. –* ***Chaptered***
*AB 2388 (Gipson) – Housing Ownership – Support Rec. –* ***Inactive***

Miscellaneous
AB 2704 (Gipson) – Bust of Mervyn Dymally – Support Rec. – **Active**

Public Safety
*AB 266 (Jones-Sawyer) – Medical Marijuana – Support Rec. –* ***Chaptered***
*SB 227(Mitchell) – Grand Juries in Police Shootings – Support Rec. –* ***Chaptered***
*SB 880 (Hall) – Assault Weapon Ban – Support Rec. –* ***Chaptered***
SJR 20 (Hall) – Gun Violence Research – Support Rec. – **Active**
ACR 178 (Gipson) – Fallen Officer Memorial Signs – Support Rec. – **Active**

Redevelopment
*AB 1009 (C. Garcia) – Voter-Approved Pensions* – Support Rec. – ***Inactive***
*SB 107 (Budget) – Local Government* – Support Rec. – ***Chaptered***

Transportation
SB1X-1 (Beall) – Transportation Funding – Support Rec. – **Active**

Water
SB 953 (Lara) – Central Basin Water Agency – Support Rec. – **Active**

Please let us know if you have any comments, questions or would like additional information on any part of this report

**July 26, 2016**

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

**FROM:** **CITY MANAGER**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF A SPECIAL MUNICIPAL ELECTION IN THE CITY OF COMPTON HELD IN THE CITY ON JUNE 7, 2016**

## SUMMARY

The attached Resolution declares the results of a Special Municipal Election held on June 7, 2016.

## BACKGROUND

The California Revenue and Taxation Code authorizes the City of Compton ("City") to levy a transactions and use tax at a rate not to exceed one percent for general purposes, subject to a majority vote of the qualified electors of the City voting on the issue.

On February 9, 2016, the City Council adopted an ordinance calling for a special municipal election to be held on June 7, 2016, ("Special Election") to be consolidated with the election to be conducted by the County of Los Angeles on the same date. The City Council also approved an ordinance imposing a one percent transactions and use tax for general purposes ("Tax Ordinance") and ordered that the ballot proposition relating to the imposition of the Tax Ordinance ("Ballot Proposition") be submitted to the voters at the Special Election.

The Special Election was held on June 7, 2016. The Registrar-Recorder/County Clerk of the County of Los Angeles provided election services, including the official canvass of the votes cast in the Special Election, and it appears that the Special Election was held and conducted in accordance with the provisions of the California Elections Code.

The whole number of ballots cast in the City at the Special Election was 15,212, of which 6,833 were voted for the Ballot Proposition and 6,608 were voted against the Ballot Proposition. According to the Office of the Registrar-Recorder/County Clerk of the County of Los Angeles, 1,771 of the ballots cast in the City at the Special Election did not vote on the Ballot Proposition. The Ballot Proposition was approved by a majority of the votes cast at the Special Election.

Pursuant to **Section 10264 of the California Elections Code**, **the City Clerk is required** to insert in the minutes of the meeting of the City Council a statement of the results of the Special Election. The City Clerk will then transmit the Tax Ordinance to the State Board of Equalization.

The State Board of Equalization will administer the Tax Ordinance, which conforms to the Board's model transactions and use tax ordinance. The Tax Ordinance provides that the City will contract with the State Board of Equalization to perform all functions required to administer the Tax Ordinance. Although not required by law, the Tax Ordinance provides for the Council to establish a Compton Taxpayers Committee by January 7, 2017 to review the expenditure of the revenues collected pursuant to the Tax Ordinance, and also provides for annual independent financial audits.

The transactions and use tax will become operative on the first day of the first calendar quarter commencing more than 110 days after the date of adoption of the Tax Ordinance. To implement the transactions and use tax, the City is required to enter into two contracts with the State Board of Equalization, including a preparatory cost agreement and an ongoing administration agreement.

## FISCAL IMPACT

The transactions and use tax is estimated to annually generate approximately $7,000,000 in revenues. Because the transactions and use tax is a general tax, the proceeds of the tax must be placed into the General Fund and be available to fund general City services.

## RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**ROGER HALEY**
**CITY MANAGER**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF A SPECIAL MUNICIPAL ELECTION IN THE CITY OF COMPTON HELD IN THE CITY ON JUNE 7, 2016**

**RECITALS:**

**WHEREAS,** the City Council of the City of Compton ("City Council") adopted on February 9, 2016, an ordinance entitled, "An Ordinance of the City Council of the City of Compton Calling and Providing for a Special Municipal Election to be Held in the City of Compton on June 7, 2016" ("Ordinance Calling Election"), calling for a special municipal election ("Special Election") of the qualified electors within the City of Compton ("City") to be consolidated with the election to be conducted by the County of Los Angeles on the same date; and

**WHEREAS**, the City Council adopted on February 9, 2016, a resolution entitled, "A Resolution of the City Council of the City of Compton Approving an Ordinance Imposing a One Percent Transactions and Use Tax For General Purposes to be Administered by the State Board of Equalization, Declaring a Fiscal Emergency in the City of Compton Which Interferes With the City's Ability to Provide an Adequate Level of Municipal Services, Ordering that the Measure to Adopt the Transactions and Use Tax be Submitted to the Voters of the City at the Special Municipal Election to be Held June 7, 2016, and Directing the City Attorney to Prepare an Impartial Analysis of the Measure" ("Resolution Approving Tax Ordinance"); and

**WHEREAS**, the City Council adopted on February 9, 2016, a resolution entitled "A Resolution of the City Council of the City of Compton Requesting the Board of Supervisors of the County of Los Angeles to Consolidate a Special Municipal Election to be Held on June 7, 2016, with the Election to be Conducted by the County of Los Angeles on the Same Date Pursuant to Section 10403 of the California Elections Code" ("Resolution Requesting Consolidation of Election"); and

**WHEREAS,** pursuant to the terms of the Ordinance Calling Election and the Resolution Approving Tax Ordinance, which are by this reference incorporated herein, the Special Election was held on June 7, 2016; and

**WHEREAS,** pursuant to the terms of the Resolution Requesting Consolidation of Election, the Registrar-Recorder/County Clerk of the County of Los Angeles provided election services, including the official canvass of the votes cast in the Special Election, and it appears that the Special Election was held and conducted in accordance with the provisions of the California Elections Code; and

**WHEREAS**, the City Clerk has on file the Final Official Statement of Votes Cast by Precinct and Certificate of the Canvass of the Election Returns by the Registrar-Recorder/County Clerk of the County of Los Angeles relating to the official canvass of the votes cast in the Special Election (the "Certificate"), a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein; and

**WHEREAS,** this City Council has reviewed the Certificate and hereby approves the Certificate;

**WHEREAS**, a manual recount was held by Los Angeles County Registrar-Recorder/County Clerk on July 13, 2016 and the results of the recount did not alter the result of the election and the report is attached hereto as Exhibit "B" and by this reference incorporated herein; and

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

**Section 1.** That the above recitals are all true and correct.

**RESOLUTION NO. _____**

**Section 2.** That the issue presented at the Special Election was the ballot proposition relating to the imposition of a one percent transactions and use tax for general purposes (the "Ballot Proposition"), as set forth in Exhibit "C" attached hereto and by this reference incorporated herein.

**Section 3.** That the whole number of ballots cast in the City at the Special Election was 15,212, of which 6,833 were voted for the Ballot Proposition and 6,608 were voted against the Ballot Proposition. According to the Office of the Registrar-Recorder/County Clerk of the County of Los Angeles, 1,771 of the ballots cast in the City at the Special Election did not vote on the Ballot Proposition. The results of the Special Election are as set forth in the Certificate on file with the City Clerk and attached hereto as Exhibit "A". Pursuant to the Certificate, the Ballot Proposition was approved by a majority of the votes cast at the Special Election, and the Ballot Proposition is hereby declared to have passed.

**Section 4.** That the City Clerk is hereby directed to insert in the minutes of the meeting of this Council, a statement of the results of said election, as above set forth, as required by Section 10264 of the Elections Code.

**Section 5.** That the City Clerk is hereby directed to transmit the ordinance imposing a one percent transactions and use tax, as described in the recitals hereof, to the State Board of Equalization.

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

**ADOPTED** this _____ day of _____, 2016.

_____
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

_____
**CITY CLERK OF THE CITY OF COMPTON**

**STATE OF CALIFORNIA )**
**COUNTY OF LOS ANGELES ) ss**
**CITY OF COMPTON )**

I, Alita L. 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-**
**ABSTAIN: Council Members-**
**ABSENT: Council Members-**

**CITY CLERK OF THE CITY OF COMPTON**

**EXHIBIT "A"**
**FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT AND CERTIFICATE OF THE CANVASS OF THE ELECTION RETURNS**

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

| LOCATION | | REGIST-RATION | BALLOTS CAST | COMPTON CITY SPECIAL MUNI MEASURE P YES | COMPTON CITY SPECIAL MUNI MEASURE P NO |
|---|---|---|---|---|---|
| COMPTON - 1450002A | | 1201 | 317 | 165 | 111 |
| VOTE BY MAIL | SERIAL 0491 | 0 | 112 | 67 | 37 |
| TOTAL | | 1201 | 429 | 232 | 148 |
| COMPTON - 1450004A | | 988 | 251 | 104 | 114 |
| VOTE BY MAIL | SERIAL 0492 | 0 | 85 | 42 | 36 |
| TOTAL | | 988 | 336 | 146 | 150 |
| COMPTON - 1450007B | | 1085 | 307 | 175 | 85 |
| VOTE BY MAIL | SERIAL 0493 | 0 | 84 | 50 | 27 |
| TOTAL | | 1085 | 391 | 225 | 112 |
| COMPTON - 1450008A | | 1308 | 310 | 168 | 105 |
| VOTE BY MAIL | SERIAL 0494 | 0 | 126 | 62 | 53 |
| TOTAL | | 1308 | 436 | 230 | 158 |
| COMPTON - 1450010C | | 632 | 235 | 91 | 115 |
| VOTE BY MAIL | SERIAL 0495 | 0 | 73 | 38 | 25 |
| TOTAL | | 632 | 308 | 129 | 140 |
| COMPTON - 1450018A | | 862 | 209 | 94 | 96 |
| VOTE BY MAIL | SERIAL 0496 | 0 | 72 | 43 | 20 |
| TOTAL | | 862 | 281 | 137 | 116 |
| COMPTON - 1450020A | | 958 | 273 | 103 | 143 |
| VOTE BY MAIL | SERIAL 0497 | 0 | 84 | 38 | 36 |
| TOTAL | | 958 | 357 | 141 | 179 |
| COMPTON - 1450022B | | 981 | 280 | 102 | 151 |
| VOTE BY MAIL | SERIAL 0498 | 0 | 116 | 45 | 63 |
| TOTAL | | 981 | 396 | 147 | 214 |
| COMPTON - 1450024A | | 981 | 343 | 130 | 174 |
| VOTE BY MAIL | SERIAL 0499 | 0 | 154 | 60 | 73 |
| TOTAL | | 981 | 497 | 190 | 247 |
| COMPTON - 1450027A | | 993 | 315 | 140 | 123 |
| VOTE BY MAIL | SERIAL 0500 | 0 | 78 | 41 | 30 |
| TOTAL | | 993 | 393 | 181 | 153 |
| COMPTON - 1450028C | | 1037 | 265 | 102 | 140 |
| VOTE BY MAIL | SERIAL 0501 | 0 | 96 | 43 | 41 |
| TOTAL | | 1037 | 361 | 145 | 181 |
| COMPTON - 1450030A | | 702 | 221 | 94 | 90 |
| VOTE BY MAIL | SERIAL 0502 | 0 | 57 | 26 | 26 |
| TOTAL | | 702 | 278 | 120 | 116 |
| COMPTON - 1450033A | | 1057 | 264 | 130 | 114 |
| VOTE BY MAIL | SERIAL 0503 | 0 | 61 | 27 | 22 |
| TOTAL | | 1057 | 325 | 157 | 136 |

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

| LOCATION | REGIST-RATION | BALLOTS CAST | COMPTON CITY SPECIAL MUNI MEASURE P YES | NO |
|---|---|---|---|---|
| COMPTON - 1450034A | 689 | 199 | 79 | 97 |
| VOTE BY MAIL SERIAL 0504 | 0 | 51 | 19 | 25 |
| TOTAL | 689 | 250 | 98 | 122 |
| COMPTON - 1450036A | 1103 | 349 | 179 | 140 |
| VOTE BY MAIL SERIAL 0505 | 0 | 75 | 38 | 26 |
| TOTAL | 1103 | 424 | 217 | 166 |
| COMPTON - 1450040C | 1004 | 260 | 86 | 142 |
| VOTE BY MAIL SERIAL 0506 | 0 | 104 | 45 | 52 |
| TOTAL | 1004 | 364 | 131 | 194 |
| COMPTON - 1450042C | 1011 | 323 | 152 | 139 |
| VOTE BY MAIL SERIAL 0507 | 0 | 66 | 33 | 28 |
| TOTAL | 1011 | 389 | 185 | 167 |
| COMPTON - 1450043B | 693 | 260 | 87 | 121 |
| VOTE BY MAIL SERIAL 0508 | 0 | 72 | 35 | 31 |
| TOTAL | 693 | 332 | 122 | 152 |
| COMPTON - 1450045A | 916 | 280 | 99 | 142 |
| VOTE BY MAIL SERIAL 0509 | 0 | 93 | 49 | 32 |
| TOTAL | 916 | 373 | 148 | 174 |
| COMPTON - 1450052A | 840 | 231 | 106 | 96 |
| VOTE BY MAIL SERIAL 0510 | 0 | 61 | 32 | 23 |
| TOTAL | 840 | 292 | 138 | 119 |
| COMPTON - 1450062B | 871 | 168 | 79 | 59 |
| VOTE BY MAIL SERIAL 0511 | 0 | 95 | 49 | 40 |
| TOTAL | 871 | 263 | 128 | 99 |
| COMPTON - 1450091A | 1034 | 308 | 150 | 130 |
| VOTE BY MAIL SERIAL 0512 | 0 | 109 | 53 | 50 |
| TOTAL | 1034 | 417 | 203 | 180 |
| COMPTON - 1450113A | 1032 | 265 | 128 | 117 |
| VOTE BY MAIL SERIAL 0513 | 0 | 85 | 37 | 42 |
| TOTAL | 1032 | 350 | 165 | 159 |
| COMPTON - 1450118B | 925 | 260 | 96 | 139 |
| VOTE BY MAIL SERIAL 0514 | 0 | 107 | 57 | 44 |
| TOTAL | 925 | 367 | 153 | 183 |
| COMPTON - 1450132A | 759 | 152 | 68 | 65 |
| VOTE BY MAIL SERIAL 0515 | 0 | 73 | 39 | 32 |
| TOTAL | 759 | 225 | 107 | 97 |
| COMPTON - 1450133A | 826 | 188 | 97 | 71 |
| VOTE BY MAIL SERIAL 0516 | 0 | 76 | 39 | 25 |
| TOTAL | 826 | 264 | 136 | 96 |

#33.

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

| LOCATION | | REGIST-RATION | BALLOTS CAST | COMPTON CITY SPECIAL MUNI MEASURE P YES | NO |
|---|---|---|---|---|---|
| COMPTON - 1450136B | | 565 | 170 | 74 | 78 |
| VOTE BY MAIL | SERIAL 0517 | 0 | 52 | 23 | 27 |
| TOTAL | | 565 | 222 | 97 | 105 |
| COMPTON - 1450137A | | 1050 | 267 | 143 | 80 |
| VOTE BY MAIL | SERIAL 0518 | 0 | 82 | 48 | 29 |
| TOTAL | | 1050 | 349 | 191 | 109 |
| COMPTON - 1450137E | | 772 | 241 | 124 | 89 |
| VOTE BY MAIL | SERIAL 0519 | 0 | 68 | 32 | 31 |
| TOTAL | | 772 | 309 | 156 | 120 |
| COMPTON - 1450141A | | 1086 | 428 | 186 | 170 |
| VOTE BY MAIL | SERIAL 0520 | 0 | 95 | 35 | 42 |
| TOTAL | | 1086 | 523 | 221 | 212 |
| COMPTON - 1450142B | | 933 | 181 | 76 | 80 |
| VOTE BY MAIL | SERIAL 0521 | 0 | 91 | 53 | 26 |
| TOTAL | | 933 | 272 | 129 | 106 |
| COMPTON - 1450147A | | 733 | 206 | 77 | 100 |
| VOTE BY MAIL | SERIAL 0522 | 0 | 103 | 57 | 40 |
| TOTAL | | 733 | 309 | 134 | 140 |
| COMPTON - 1450148A | | 739 | 200 | 82 | 93 |
| VOTE BY MAIL | SERIAL 0523 | 0 | 80 | 38 | 33 |
| TOTAL | | 739 | 280 | 120 | 126 |
| COMPTON - 1450149A | | 791 | 207 | 103 | 76 |
| VOTE BY MAIL | SERIAL 0524 | 0 | 82 | 50 | 21 |
| TOTAL | | 791 | 289 | 153 | 97 |
| COMPTON - 1450152A | | 651 | 167 | 48 | 103 |
| VOTE BY MAIL | SERIAL 0525 | 0 | 73 | 34 | 33 |
| TOTAL | | 651 | 240 | 82 | 136 |
| COMPTON - 1450153A | | 934 | 204 | 88 | 103 |
| VOTE BY MAIL | SERIAL 0526 | 0 | 77 | 28 | 39 |
| TOTAL | | 934 | 281 | 116 | 142 |
| COMPTON - 1450154A | | 1044 | 301 | 135 | 128 |
| VOTE BY MAIL | SERIAL 0527 | 0 | 85 | 38 | 44 |
| TOTAL | | 1044 | 386 | 173 | 172 |
| COMPTON - 1450155A | | 972 | 280 | 127 | 116 |
| VOTE BY MAIL | SERIAL 0528 | 0 | 110 | 56 | 45 |
| TOTAL | | 972 | 390 | 183 | 161 |
| COMPTON - 1450157A | | 809 | 234 | 107 | 103 |
| VOTE BY MAIL | SERIAL 0529 | 0 | 83 | 44 | 29 |
| TOTAL | | 809 | 317 | 151 | 132 |

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

| LOCATION | REGIST-RATION | BALLOTS CAST | COMPTON CITY SPECIAL MUNI MEASURE P YES | NO |
|---|---|---|---|---|
| COMPTON - 1450160A | 838 | 277 | 103 | 144 |
| VOTE BY MAIL SERIAL 0530 | 0 | 90 | 32 | 43 |
| TOTAL | 838 | 367 | 135 | 187 |
| COMPTON - 1450163A | 819 | 270 | 86 | 160 |
| VOTE BY MAIL SERIAL 0531 | 0 | 60 | 20 | 35 |
| TOTAL | 819 | 330 | 106 | 195 |
| COMPTON - 1450164C | 1018 | 342 | 152 | 128 |
| VOTE BY MAIL SERIAL 0532 | 0 | 86 | 38 | 37 |
| TOTAL | 1018 | 428 | 190 | 165 |
| COMPTON - 1450167A | 1075 | 336 | 140 | 157 |
| VOTE BY MAIL SERIAL 0533 | 0 | 96 | 41 | 49 |
| TOTAL | 1075 | 432 | 181 | 206 |
| COMPTON - 1450305A | 1326 | 290 | 151 | 105 |
| VOTE BY MAIL SERIAL 0534 | 0 | 94 | 52 | 32 |
| TOTAL | 1326 | 384 | 203 | 137 |
| BALLOT GROUP 179 - 9990179A | 0 | 0 | 0 | 0 |
| VOTE BY MAIL SERIAL 8179 | 0 | 6 | 1 | 2 |
| TOTAL | 0 | 6 | 1 | 2 |

#33.

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

COMPTON CITY SPECIAL MUNI
MEASURE P

| LOCATION | REGIST-RATION | BALLOTS CAST | YES | NO |
|---|---|---|---|---|
| PRECINCT TOTAL | 40643 | 11434 | 5006 | 5032 |
| VBM TOTAL | 0 | 3772 | 1826 | 1574 |
| GROUP TOTAL | 0 | 6 | 1 | 2 |
| GRAND TOTAL | 40643 | 15212 | 6833 | 6608 |

# Los Angeles County
# Registrar-Recorder/County Clerk

## Certificate of the Canvass of the Election Returns

*I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for*

**Compton City**

*at the Presidential Primary Election, held on the 7th day of June 2016.*

*I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.*

*IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 1st day of July 2016.*

REGISTRAR-RECORDER/COUNTY CLERK
COUNTY OF LOS ANGELES · CALIFORNIA

DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

**EXHIBIT "B"**
**RECOUNT RESULTS**
**COMPTON CITY SPECIAL MUNICIPAL ELECTION**

**EXHIBIT "C"**
**BALLOT PROPOSITION**

Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

# RECOUNT RESULTS
# COMPTON CITY SPECIAL MUNICIPAL ELECTION
# MEASURE P
# PRESIDENTIAL PRIMARY ELECTION
# JUNE 7, 2016

In accordance with 20818(c) of the California Administrative Code of Regulations, the Registrar-Recorder/County Clerk hereby posts and announces publicly the results of the manual recount as follows:

| | ELECTION CERTIFIED RESULTS | | MANUAL RECOUNT RESULTS | |
|---|---|---|---|---|
| PRECINCTS | YES VOTES | NO VOTES | YES VOTES | NO VOTES |
| Wednesday July 13, 2016 | | | | |
| 1450002A/0491 | 165 | 111 | 166 | 112 |
| 1450007A/0493 | 175 | 85 | 176 | 87 |
| 1450008A/0494 | 168 | 105 | 168 | 106 |
| 1450027A/0500 | 140 | 123 | 140 | 123 |
| 1450033A/0503 | 130 | 114 | 131 | 115 |
| 1450036A/0505 | 179 | 140 | 179 | 140 |
| 1450042C/0507 | 152 | 139 | 152 | 139 |
| 1450052A/0510 | 106 | 96 | 108 | 98 |
| 1450062B/0511 | 79 | 59 | 81 | 59 |
| 1450091A/0512 | 150 | 130 | 150 | 130 |
| 1450137A/0518 | 143 | 80 | 145 | 80 |
| 1450137E/0519 | 124 | 89 | 124 | 89 |
| 1450141A/0520 | 186 | 170 | 186 | 171 |
| 1450149A/0524 | 103 | 76 | 104 | 76 |
| 1450164C/0532 | 152 | 128 | 152 | 128 |
| 1450305A/0534 | 151 | 105 | 151 | 106 |
| 1450002A/0491* | 67 | 37 | 67 | 37 |
| 1450004A/0492* | 42 | 36 | 42 | 36 |
| 1450007A/0493* | 50 | 27 | 50 | 27 |
| 1450008A/0494* | 62 | 53 | 62 | 53 |

* VOTE BY MAIL

#33.

| PRECINCTS | ELECTION CERTIFIED RESULTS | | MANUAL RECOUNT RESULTS | |
|---|---|---|---|---|
| | YES VOTES | NO VOTES | YES VOTES | NO VOTES |
| Wednesday July 13, 2016 | | | | |
| 1450010C/0495* | 38 | 25 | 38 | 25 |
| 1450018A/0496* | 43 | 20 | 44 | 20 |
| 1450020A/0497* | 38 | 36 | 38 | 36 |
| 1450022B/0498* | 45 | 63 | 45 | 63 |
| 1450024A/0499* | 60 | 73 | 60 | 75 |
| 1450027A/0500* | 41 | 30 | 41 | 30 |
| 1450033A/0503* | 27 | 22 | 27 | 22 |
| 1450036A/0505* | 38 | 26 | 38 | 26 |
| 1450042C/0507* | 33 | 28 | 34 | 29 |
| 1450052A/0510* | 32 | 23 | 32 | 23 |
| 1450062B/0511* | 49 | 40 | 49 | 40 |
| 1450091A/0512* | 53 | 50 | 53 | 51 |
| 1450137A/0518* | 48 | 29 | 48 | 29 |
| 1450137E/0519* | 32 | 31 | 32 | 31 |
| 1450141A/0520* | 35 | 42 | 36 | 42 |
| 1450149A/0524* | 50 | 21 | 50 | 21 |
| 1450164C/0532* | 38 | 37 | 39 | 38 |
| 1450305A/0534* | 52 | 32 | 52 | 32 |

As of Wednesday, July 13, 2016, the total election results that were certified on July 1, 2016 for the above precincts are 3,276 YES votes and 2,531 NO votes. The total manual recount results for all of the above precincts recounted to date are 3,290 YES votes and 2,545 NO votes.

**DEAN C. LOGAN**
Registrar-Recorder/County Clerk
County of Los Angeles

J RecountResults ComptonCityMeasureP June 2016

* VOTE BY MAIL

**July 26, 2016**

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

**FROM:** **CITY MANAGER**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE STATE BOARD OF EQUALIZATION FOR IMPLEMENTATION OF A LOCAL TRANSACTION AND USE TAX**

## SUMMARY

The attached Resolution authorizes the City Manager to execute agreements with the State Board of Education for the implementation of a local transaction and use tax.

## BACKGROUND

The California Revenue and Taxation Code authorizes the City of Compton ("City") to levy a transactions and use tax at a rate not to exceed one percent for general purposes, subject to a majority vote of the qualified electors of the City voting on the issue.

On February 9, 2016, the City Council adopted an ordinance calling for a special municipal election to be held on June 7, 2016, ("Special Election") to be consolidated with the election to be conducted by the County of Los Angeles on the same date. The City Council also approved an ordinance imposing a one percent transactions and use tax for general purposes ("Tax Ordinance") and ordered that the ballot proposition relating to the imposition of the Tax Ordinance ("Ballot Proposition") be submitted to the voters at the Special Election.

The Special Election was held on June 7, 2016. The Registrar-Recorder/County Clerk of the County of Los Angeles provided election services, including the official canvass of the votes cast in the Special Election, and it appears that the Special Election was held and conducted in accordance with the provisions of the California Elections Code. The Ballot Proposition was approved by a majority of the votes cast at the Special Election.

The State Board of Equalization will administer the Tax Ordinance, which conforms to the Board's model transactions and use tax ordinance. To implement the transactions and use tax, the City is required to enter into two contracts with the State Board of Equalization: a preparatory cost agreement and an ongoing administration agreement.

Pursuant to California Revenue and Taxation Code Section 7265, the transactions and use tax approved by the voters on June 7, 2016 will become operative on October 1, 2016, unless the City fails to enter into the required contracts with the State Board of Equalization prior to this date. In the event that the City has not contracted with the State Board of Equalization prior to

August 15, 2016, California Revenue and Taxation Code Section 7270 provides that the operative date for the transactions and use tax shall be the first day of the first calendar quarter following the execution of the contract.

## FISCAL IMPACT

The transactions and use tax is estimated to annually generate approximately $7,000,000 in general fund revenue.

## RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**ROGER L. HALEY**
**CITY MANAGER**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE STATE BOARD OF EQUALIZATION FOR IMPLEMENTATION OF A LOCAL TRANSACTION AND USE TAX**

**RECITALS:**

**WHEREAS,** the City Council of the City of Compton ("City Council") adopted on February 9, 2016, an ordinance entitled, "An Ordinance of the City Council of the City of Compton Calling and Providing for a Special Municipal Election to be Held in the City of Compton on June 7, 2016" ("Ordinance Calling Election"), calling for a special municipal election ("Special Election") of the qualified electors within the City of Compton ("City") to be consolidated with the election to be conducted by the County of Los Angeles on the same date; and

**WHEREAS**, the City Council adopted on February 9, 2016, a resolution entitled, "A Resolution of the City Council of the City of Compton Approving an Ordinance Imposing a One Percent Transactions and Use Tax For General Purposes to be Administered by the State Board of Equalization, Declaring a Fiscal Emergency in the City of Compton Which Interferes With the City's Ability to Provide an Adequate Level of Municipal Services, Ordering that the Measure to Adopt the Transactions and Use Tax be Submitted to the Voters of the City at the Special Municipal Election to be Held June 7, 2016, and Directing the City Attorney to Prepare an Impartial Analysis of the Measure" ("Resolution Approving Tax Ordinance"); and

**WHEREAS,** pursuant to the terms of the Ordinance Calling Election and the Resolution Approving Tax Ordinance, which are by this reference incorporated herein, the Special Election was held on June 7, 2016; and

**WHEREAS,** the issue presented at the Special Election was the ballot proposition relating to the imposition of a one percent transactions and use tax for general purposes (the "Ballot Proposition"); and

**WHEREAS,** the Registrar-Recorder/County Clerk of the County of Los Angeles determined that the Ballot Proposition was approved by a majority of the votes cast at the Special Election; and

**WHEREAS,** the State Board of Equalization ("Board") administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

**WHEREAS,** the Board will be responsible to administer and collect the transaction and use tax for the City; and

**WHEREAS,** the Board requires the City to enter into an "Agreement for Preparation to Administer and Operate City's Transactions and Use Tax Ordinance" and an "Agreement for State Administration of the City's Transactions and Use Tax" (collectively, the "Agreements") prior to implementation of the transaction and use tax for the City; and

**WHEREAS,** the Board requires that the City Council authorize the Agreements;

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

**Section 1.** That the above recitals are all true and correct.

**Section 2.** That the "Agreement for Preparation to Administer and Operate City's Transactions and Use Tax Ordinance" attached hereto as Exhibit "A" and the "Agreement for State Administration of the City's Transactions and Use Tax" attached hereto as Exhibit "B" are hereby approved and the City Manager is hereby authorized to execute the Agreements.

**RESOLUTION NO. _____**

**Section 3.** 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 L. 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-**
**ABSTAIN: Council Members-**
**ABSENT: Council Members-**

_____
**CITY CLERK OF THE CITY OF COMPTON**

**EXHIBIT "A"**
**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

**EXHIBIT "B"**
**AGREEMENT FOR STATE ADMINISTRATION OF THE CITY'S TRANSACTIONS AND USE TAX**

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Compton, hereinafter called *City*, and the STATE BOARD OF EQUALIZATION, hereinafter called *Board*, do agree as follows:

1. The Board agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Board at the times and in the amounts hereinafter specified all of the Board's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Board's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Board's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Board. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Board shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Board shall be billed by the Board periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Board the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Board's preparatory costs shall not exceed one hundred seventy-five thousand dollars ($175,000) (Revenue and Taxation Code Section 7272.)

#34.

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027
Attention: Supervisor,
Local Revenue Allocation Unit

Communications and notices to be sent to City shall be addressed to:

City Manager
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Board has received all payments due from City under the terms of this agreement.

CITY OF COMPTON

By _____
(Signature)

_____
Roger L. Haley
City Manager

APPROVED AS TO FORM

_____
City Attorney
City of Compton

ATTEST:

_____
City Clerk
Alita Godwin

STATE BOARD OF EQUALIZATION

By _____
Administrator
Local Revenue Allocation Unit

(Rev. 11/15)

# AGREEMENT FOR STATE ADMINISTRATION OF CITY TRANSACTIONS AND USE TAXES

The City Council of the City of Compton has adopted, and the voters of the City of Compton (hereafter called "City" or "District") have approved by the required majority vote, the City of Compton's Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the State Board of Equalization, (hereinafter called the "Board") and the City do agree as follows:

## ARTICLE I

DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No._____, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

## ARTICLE II

ADMINISTRATION AND COLLECTION OF CITY TAXES

**A**. **Administration.** The Board and City agree that the Board shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

**B. Other Applicable Laws.** City agrees that all provisions of law applicable to the administration and operation of the State Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Board pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

**C. Transmittal of money.**

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

**D. Rules.** The Board shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

**E. Preference.** Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Board shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

**F. Security.** The Board agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Board shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Board.

**G. Records of the Board.**

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Board agrees to permit authorized personnel of the City to examine the records of the Board, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Board's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Board pursuant to this Agreement.

**H. Annexation.** City agrees that the Board shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Board. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

## ARTICLE III

ALLOCATION OF TAX

**A. Allocation.** In the administration of the Board's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion

of the Board, to all districts with which the Board has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Board, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

**B. Vehicles, Vessels, and Aircraft.** For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Board in determining the place of use.

## ARTICLE IV

COMPENSATION

The City agrees to pay to the Board as the Board's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Board for the City.

## ARTICLE V

MISCELLANEOUS PROVISIONS

**A. Communications.** Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization
P.O. Box 942879
Sacramento, California 94279-0027
Attention: Supervisor,
Local Revenue Allocation Unit

Communications and notices to be sent to the City shall be addressed to:

City Manager
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

**Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.**

**B. Term.** The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on October 1, 2016 . This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Board completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

**C. Notice of Repeal of Ordinance.** City shall give the Board written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

## ARTICLE VI

ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

**A. Impoundment of funds**.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Board the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

**B. Costs of administration.** Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Board may retain all payments made by City to Board to prepare to administer the City Ordinance.

2. City will pay to Board and allow Board to retain Board's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Board or to the State of California the amount of any taxes plus interest and penalties, if any, that Board or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Board its costs for rebating or refunding such taxes, interest, or penalties. Board's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Board's staff for use in making these rebates or refunds and any other costs incurred by Board which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Board's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Board. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Board in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Board in connection with such refunds shall be billed by Board on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Board shall bill City on or before the 25th of each month for all costs incurred by Board for the preceding calendar month. City shall pay to Board the amount of such costs on or before the last day of the succeeding month and shall pay to Board the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Board costs incurred in making those refunds.

CITY OF COMPTON

By _____
(Signature)

_____
Roger L. Haley
City Manager

APPROVED AS TO FORM

_____
Craig J. Cornwell
City Attorney

ATTEST

_____
Alita Godwin
City Clerk

STATE BOARD OF EQUALIZATION

By _____
Administrator
Local Revenue Allocation Unit