NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, February 14, 2017
5:30 PM

WORKSHOP

ESTABLISHING THE COMPTON TAXPAYERS COMMITTEE (Measure P) (Item #6)

HEARING(S)

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

REPORTS OF OFFICERS AND COMMISSIONS

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   City of Compton v. Cervela, LASC Case No. BC565007
   Penn v. City of Compton, LASC Case No. TC028395
   Calvary Community Church v. City of Compton, LASC Case No. BC636229
   Pursuant to California Government Code Section 54956.9(a)

UNFINISHED BUSINESS

NEW BUSINESS

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT $55,740 FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUNDS, AMEND THE PUBLIC WORKS BUDGET AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2013-2014

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ESTABLISH A PURCHASE ORDER WITH CIVIL SOURCE, INC. FOR PROVISION OF CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WELL NO. 20 WATER TREATMENT PLANT PROJECT ($215,989.40)

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SHADOW WORKS SURVEILLANCE & SYSTEMS SECURITY TO PROVIDE MONITORING OVERSIGHT OF THE CITY-WIDE SURVEILLANCE SYSTEM FOR THE REMAINDER OF FISCAL YEAR 2016-2017 ($40,000)

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FISCAL YEAR 2016-17 PUBLIC WORKS DEPARTMENT BUDGET TO ACCEPT THE TRANSFER OF MEASURE P FUNDS ($300,000) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SULLY-MILLER CONTRACTING COMPANY FOR THE SPECIFIC PURPOSES OF POTHOLE REPAIRS FOR STREETS CITY-WIDE ($300,000)

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE COMPTON TAXPAYERS COMMITTEE TO REVIEW THE USE OF REVENUES COLLECTED PURSUANT TO ORDINANCE NO. 2,269 ("MEASURE P") AND SETTING FORTH TERMS, DUTIES AND GUIDELINES OF THE COMPTON TAXPAYERS COMMITTEE

7. SUBSEQUENT NEED: REQUEST FOR DOLLARHIDE COMMUNITY CENTER FACILITY FEE WAIVER FOR REPAST SERVICES FOR WILLIE JAMES

APPROVAL OF WARRANTS

8. Warrant # 238064 - Date - 2/9/17 - Name - Mad Mac Foundation - Services - For providing band for Mayor's Leadership Breakfast& Awards ceremony - Amount - $1,400.00 - Requested By: City Manager

   Warrant # 238039 - Date - 2/9/17 - Name -Fernando G Bedolla Hollywood Carpet- Services - Removal and installation of roller shades and haul away debris - Amount - $1,501.30- Requested By: City Manager

   Warrant # 238058 - Date - 2/9/17 - Name - Insight Public Sector INC - Services -Computer Equipment for Council Woman McCoy- Amount - $2,250.29 - Requested By: City Manager

   Warrant # 237986 - Date - 2/2/17 - Name - Victor J Sanchez dba Sanchez Awards - Services - Trophies for Christmas decoration contest 2016 - Amount - $561.15 - Requested by: Code Enforcement

   Warrant # 238027 - Date - 2/8/17 - Name - Donald H Maynor - Services - Utility user legal services for City - Amount - $3,551.80- Requested by: City Manager

   Total Amount - $9,264.54

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, February 21, 2017 @ 5:30 PM.

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#2.

February 14, 2017

TO: MAYOR AND CITY COUNCIL

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT $55,740 FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUNDS, AMEND THE PUBLIC WORKS BUDGET AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2013-2014

SUMMARY

This resolution accepts Fifty Five Thousand Seven Hundred Forty Dollars ($55,740.00) of the Los Angeles County Metropolitan Transportation Authority ("LACMTA") National Transit Data ("NTD") funds, amends the Fiscal Year 2016-2017 Public Works Department's budget and authorizes the City Manager to enter into a Memorandum of Understanding with LACMTA for successfully reporting to the National Transit Database for FY 2013-2014.

BACKGROUND

There are many cities that operate locally-funded fixed route and dial-a-ride public transit services in Los Angeles County. Rather than have each city report data directly to the Federal Transit Administration ("FTA"), the LACMTA submits a consolidated NTD report to the FTA on behalf of more than 45 cities. The data submitted by each of the local operators generates additional Federal Section 5307 capital funds to the region. Once Congress apportions the funds, LACMTA enters into Memorandum of Understandings ("MOU") with each city to make payment to each city for their share of the revenues generated for the Los Angeles County region. Some the data reviewed/collected includes the vehicle miles driven, passenger miles travelled and the operating costs. Each participating jurisdiction city is paid dollar-for-dollar for what their service generates for the Los Angeles County Region, minus the cost of the audit. The local funds provided through this MOU must be spent consistent with Proposition A and C Local Return Guidelines.

On November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes.

On September 26, 2001, the LACMTA authorized payment of Proposition A Discretionary Incentive Funds to each participating agency in an amount equal to the

Federal funds generated for the region by each agency's reported data to the National Transit Database.

STATEMENT OF THE ISSUE

On June 17, 2015, LACMTA approved the FY 2015-2016 transit funding allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2013-2014.

On February 9, 2016, the Federal Transit Administration (FTA) published in the Federal Register the FY 2015-2016 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD.

Therefore, upon adoption of this resolution, the City Manager will sign a Letter of Agreement and Memorandum of Understanding with the LACMTA which entitles the City of Compton to receive a grant of Fifty Five Thousand Seven Hundred Forty Dollars ($55,740) for the City's participation in the National Transit Data Base development for Fiscal Year 2013-2014.

City Council authorization is required for the acceptance of grant funds and a budget amendment that will authorize the City Manager to appropriate Proposition A, Local Return Program Funds to the 2016-2017 Public Works Department's budget. City Council authorization is also necessary to enter into a Memorandum of Understanding with the LACMTA for successfully reporting to the NTD for FY 2013-2014.

ALTERNATIVE

The City of Compton desires to receive its portion of Proposition A Discretionary Incentive Funds entitled to each participating agency for submitting data to the National Transit Database. Therefore, no other alternative is being proposed.

FISCAL IMPACT

The City agrees that the expenditures of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit, and lapsing requirements of Proposition A and Proposition C Local Return guidelines which include the expenditures of funds deemed to be for public transit purposes to sustain or improve the quality and safety of and/or access to public transit by the general public or those requiring special public transit assistance. Funds will be appropriated as follows:

Grant Funding sources include Federal Transit Administration, United States Department of Transportation (USDOT) and Federal Highway Administration.

Proposition A, Discretionary Incentive Grant Program
(MOU.PAICOMPT16) Account No. 2000-710-000-4269 $55,740

#2.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

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

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

#2.

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT $55,740 FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUNDS, AMEND THE PUBLIC WORKS BUDGET AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2013-2014

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote, Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the Los Angeles County Metropolitan Transportation Authority ("LACMTA") authorized payment of Proposition A Discretionary Incentive Funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 17, 2015 meeting, the LACMTA approved the Fiscal Year 2015-2016 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2013-2014; and

WHEREAS, on February 9, 2016, the Federal Transit Administration ("FTA") published in the Federal Register the FY 2015-2016 Apportionments, Allocations, and Program Information including unit values for the data reported to the National Transit Database ("NTD"); and

WHEREAS, the City of Compton has been a participant in the LACMTA's Consolidated NTD Reporters Random Sampling Program for Fiscal Year 2013-2014 and has voluntarily submitted NTD data to the LACMTA for FY 2013-2014 which successfully passed the independent audit; and

WHEREAS, the City has been awarded funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the Fiscal Year 2013-2014 Report Year; and

WHEREAS, the City agrees that the expenditures of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit, and lapsing requirements of Proposition A and Proposition C Local Return guidelines which include the expenditures of funds deemed to be for public transit purposes to sustain or improve the quality and safety of and/or access to public transit by the general public or those requiring special public transit assistance; and

WHEREAS, the Public Works Department will accept the Fifty Five Thousand Seven Hundred Forty Dollars ($55,740) from the Los Angeles County Metropolitan Transportation Authority National Transit Data Funds and amend the Public Works Department's FY 2016-2017 budget; and

WHEREAS, LACMTA requires that the City of Compton execute a Memorandum of Understanding and that the City of Compton submit an invoice in the amount of Fifty Five Thousand Seven Hundred Forty Dollars ($55,740) in order to receive payment.

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

#2.

<u>SECTION 1.</u> That the City Manager is hereby authorized to accept Los Angeles County Metropolitan Transportation Authority National Transit Data funds in the amount of Fifty Five Thousand Seven Hundred Forty Dollars ($55,740.00) and amend the Public Works Department's FY 2016-2017 budget to accept the funds in Account No. 2000-710-000-4269 for the additional expenditures and Account No. 2000-000-000-3579 for the increased revenues.

<u>SECTION 2.</u> That the City Manager, on the advice and approval of the City Attorney to enter into a Memorandum of Understanding with the LACMTA regarding the collecting and reporting data for the NTD for Report Year 2014 and to submit an invoice in the amount of Fifty Five Thousand Seven Hundred Forty Dollars ($55,740.00).

<u>SECTION 3.</u> That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney, City Controller and the Public Works Department.

<u>SECTION 4.</u> That the Mayor shall sign and City Clerk attests to the adoption of this Resolution.

ADOPTED this ____ day of _______________, 2017.

____
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 ___________________, 2017.

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

PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM MEMORANDUM OF UNDERSTANDING FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE FOR REPORT YEAR 2014

This Memorandum of Understanding (MOU) is entered into as of May 21, 2016 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Compton (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 17, 2015 meeting, LACMTA approved the Fiscal Year FY 2015-16 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2013-14; and

WHEREAS, the City has been a participant in LACMTA's Consolidated National Transit Database (NTD) Reporters Random Sampling Program for FY 2013-14 and has voluntarily submitted NTD data to the LACMTA for FY 2013-14 which successfully passed independent audit without findings; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2013-14 Report Year (the "Project"); and

WHEREAS, on February 9, 2016, the Federal Transit Administration (FTA) published in the Federal Register the FY 2015-16 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from **July 1, 2015**, through **June 30, 2017** at which time all unused funds shall lapse.

#2.

ARTICLE 2. STANDARDS

2.0 To receive payment for the submittal of the FY 2013-14 NTD statistics, the City warrants that it:

A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics;

B. Prepared and submitted the FY 2013-14 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before **September 30, 2014**;

C. Allowed the LACMTA to assign an independent auditor to review the submitted FY 2013-14 NTD statistics for conformity in all material respects with the accounting requirements of the FTA as set forth in its applicable Uniform System of Accounts.

ARTICLE 3. PAYMENT OF FUNDS TO CITY

3.0 LACMTA shall pay the City for collecting and reporting FY 2013-14 NTD statistics. LACMTA shall pay the City for submitting the FY 2013-14 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE

For City's motor bus service, LACMTA shall pay an amount equal to the 138,202 revenue vehicle miles reported by the City multiplied by the FTA unit value of $.4204547 per revenue vehicle mile, plus the 266,806 passenger miles reported by the City squared, divided by the $963,442 operating cost reported by the City, multiplied by the FTA unit value of $.0100494 less the cost of the $3,110 in audits paid by LACMTA. See Attachment A for detail.

3.1 The City shall submit one invoice to LACMTA prior to **December 31, 2017**, in the amount of **$55,740** in order to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# 910000000PAICOMPT16 M.S. Susan Richan (99-4-4)

ARTICLE 4. CONDITIONS

4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.

4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.

4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.

4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.

4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.

6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

#2.

ARTICLE 7. CONTACT INFORMATION

7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Susan Richan (99-4-4)

7.1 City's Address:
Compton
205 S. Willowbrook Ave.
Compton,CA 90220
Attn: John Strickland
jstrickland@comptoncity.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of Compton

____

Mayor/City Manager

Date: ______________________

APPROVED AS TO FORM:

By: ______________________
Legal Counsel

Date: ______________________

Los Angeles County Metropolitan Transportation Authority

By: ______________________
PHILLIP A. WASHINGTON
Chief Executive Officer

Date: ______________________

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: ______________________
Deputy

Date: 1/10/17

#2.

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY '14
Using FY '16 FTA Formula Programs Apportionment Data Unit Values

Jurisdiction	MODE	Number of Vehicles in	Total Vehicle Miles	Total Vehicle Hours	Total Vehicle Revenue Miles	Total Vehicle Revenue Hours	Total Passenger Trips	Total Passenger Miles	Total Operating Costs	Total Farebox Revenues	Net Contract Expenditures	Total Generated	Cost of Audit	Total ($)Due to Jursd Before Tier 2 Deduction	Tier II Operator Deduction	Total ($)Due to Jurisdiction
Alhambra	MB	8	186,687	17,755	170,401	16,556	577,637	1,365,501	987,952	137,403	850,549	$ 90,612	$ 4,788	85,824		85,824
Alhambra	DR	7	154,993	17,002	126,519	14,963	45,749	110,713	1,029,717	-	1,029,717	$ 53,315	$ 2,817	50,498		50,498
Artesia	DR	2	30,909	3,454	15,576	2,387	7,234	13,677	152,082	-	152,082	$ 6,561	$ 347	6,215		6,215
Azusa	DR	6	112,665	10,114	107,072	9,464	33,409	139,065	1,335,085	16,415	1,318,670	$ 45,164	$ 2,387	42,778		42,778
Baldwin Park	MB	6	298,865	25,582	276,362	24,291	236,040	557,985	1,062,390	146,840	915,550	$ 119,143	$ 6,296	112,847		112,847
Baldwin Park	DR	2	54,089	5,164	47,114	4,656	16,942	55,254	229,037	3,002	226,035	$ 19,943	$ 1,054	18,889		18,889
Bell	MB	1	39,622	4,091	32,496	3,191	55,542	131,298	147,102	13,242	133,860	$ 14,841	$ 784	14,057		14,057
Bell	DT	75	-	-	7,362	421	4,034	12,423	40,516	1,248	39,268	$ 3,134	$ 166	2,968		2,968
Bellflower	MB	2	73,989	5,261	71,173	4,977	97,197	229,768	320,157	34,998	285,159	$ 31,582	$ 1,669	29,913		29,913
Bellflower	DR	2	42,407	4,327	39,601	3,951	10,510	47,358	251,016	9,476	241,540	$ 16,740	$ 885	15,856		15,856
Bell Gardens	MB	3	101,491	9,641	96,608	9,207	177,039	418,510	539,624	59,130	480,494	$ 43,881	$ 2,319	41,562		41,562
Bell Gardens	DR	3	60,475	7,205	54,755	6,650	44,902	103,112	555,709	28,381	527,328	$ 23,214	$ 1,227	21,988		21,988
Burbank	MB	13	324,252	26,593	265,517	21,501	253,566	599,416	1,402,361	107,441	1,294,920	$ 114,213	$ 6,035	108,177	(17,196)	90,981
Carson	MB	8	387,871	30,321	371,751	29,081	494,251	1,168,381	2,238,182	194,253	2,043,929	$ 162,434	$ 8,583	153,851		153,851
Carson	DT	8	-	-	100,780	5,689	48,656	146,203	492,897	74,058	418,839	$ 42,809	$ 2,262	40,547		40,547
Cerritos	MB	5	173,683	13,995	167,471	12,523	142,047	335,791	1,069,275	68,137	1,001,138	$ 71,474	$ 3,777	67,697		67,697
Compton	MB	5	153,503	12,531	138,202	11,760	112,865	266,806	963,442	79,151	884,291	$ 58,850	$ 3,110	55,740		55,740
Covina	DR	4	95,334	9,183	72,470	7,220	23,543	66,004	400,075	6,883	393,192	$ 30,580	$ 1,616	28,964		28,964
Cudahy	MB	1	36,280	3,496	34,106	3,337	190,160	449,528	167,111	-	167,111	$ 26,492	$ 1,400	25,092		25,092
Cudahy	DT	10	-	-	8,179	520	1,923	13,027	59,359	1,796	57,563	$ 3,468	$ 183	3,284		3,284
Downey	MB	7	169,498	15,582	148,086	13,978	221,079	522,618	1,547,540	86,936	1,460,604	$ 64,037	$ 3,384	60,653		60,653
Downey	DR	10	105,600	12,037	84,372	8,084	33,536	106,547	1,080,777	7,154	1,073,623	$ 35,580	$ 1,880	33,700		33,700
Duarte	MB	2	83,574	6,855	81,750	6,745	235,638	557,035	707,888	-	707,888	$ 38,777	$ 2,049	36,728		36,728
El Monte	MB	7	246,234	24,610	239,815	23,538	673,758	1,592,726	1,374,110	236,790	1,137,320	$ 119,384	$ 6,308	113,075		113,075
El Monte	DR	6	110,195	10,350	99,215	9,257	27,546	104,985	1,336,200	13,298	1,322,902	$ 41,798	$ 2,209	39,590		39,590
Glendale	MB	28	735,827	81,609	694,882	79,227	1,727,931	4,084,731	6,714,448	1,066,759	5,647,689	$ 317,139	$ 16,758	300,381	(47,575)	252,806
Glendora	MB	2	34,526	3,025	34,139	2,584	9,418	22,264	110,492	4,324	106,168	$ 14,399	$ 761	13,638		13,638
Glendora	DR	8	121,695	14,625	112,352	12,026	36,904	104,069	511,985	19,700	492,285	$ 47,452	$ 2,507	44,944		44,944
Huntington Park	MB	4	148,141	13,806	146,506	13,323	250,603	592,411	597,715	107,575	490,140	$ 67,500	$ 3,567	63,933		63,933
LACDPWAvocado	MB	1	40,205	4,047	36,822	3,667	61,705	145,867	216,067	11,380	204,687	$ 16,472	$ 870	15,601		15,601
LACDPWELA	MB	6	288,035	31,875	247,959	29,906	1,415,333	3,345,767	1,338,212	140,546	1,197,666	$ 188,319	$ 9,951	178,368		178,368
LACDPWELA	DR	7	103,489	9,894	88,769	8,316	19,277	63,320	481,034	8,085	472,949	$ 37,407	$ 1,977	35,430		35,430
LACDPWEast Valinda	MB	1	67,788	4,487	59,586	3,921	132,373	312,922	227,552	25,021	202,531	$ 29,378	$ 1,552	27,825		27,825
LACDPWKing Medical	MB	1	28,706	3,480	25,517	3,273	63,036	149,014	185,786	-	185,786	$ 11,930	$ 630	11,299		11,299
LACDPWWillowbrook Shut	MB	2	96,676	6,959	90,557	6,546	109,328	258,445	369,423	21,032	348,391	$ 39,892	$ 2,108	37,784		37,784
LACDPWS.Whittier	MB	3	141,892	10,698	120,090	9,510	255,077	602,988	507,142	43,806	463,336	$ 57,697	$ 3,049	54,648		54,648
Lawndale	MB	2	108,130	8,152	85,690	7,407	76,617	181,118	407,053	35,014	372,039	$ 36,839	$ 1,947	34,892		34,892
Lynwood	MB	4	152,918	14,588	142,733	13,257	317,708	751,044	748,698	73,498	675,200	$ 67,584	$ 3,571	64,013		64,013
Malibu	DT	8	-	-	53,130	2,754	5,168	71,132	187,955	14,428	173,527	$ 22,609	$ 1,195	21,415		21,415
ManhattanBeach	DR	3	47,011	6,253	41,680	5,717	17,059	60,878	649,773	4,322	645,451	$ 17,582	$ 929	16,653		16,653
Maywood	DR	2	13,203	2,641	11,282	2,091	7,490	20,983	144,702	-	144,702	$ 4,774	$ 252	4,522		4,522
MontereyPark	MB	6	256,362	21,209	222,160	18,779	368,491	871,092	1,127,265	56,048	1,071,217	$ 100,173	$ 5,293	94,880		94,880
MontereyPark	DR	4	34,252	4,257	31,091	4,011	12,631	28,293	470,293	-	470,293	$ 13,089	$ 692	12,398		12,398
Pasadena	MB	16	626,156	59,581	595,529	57,786	1,500,612	3,547,362	4,256,403	659,890	3,596,513	$ 280,103	$ 14,801	265,302	(41,944)	223,358
Pico Rivera	DR	3	75,408	6,979	59,738	5,883	16,749	66,087	321,811	-	321,811	$ 25,254	$ 1,334	23,919		23,919
Rosemead	MB	3	134,968	11,159	128,941	10,428	128,724	304,296	679,523	32,290	647,233	$ 55,583	$ 2,937	52,646		52,646
Rosemead	DR	3	67,165	7,120	59,146	5,120	13,537	90,563	367,203	6,576	360,627	$ 25,093	$ 1,326	23,767		23,767
SantaFeSprings	DR	2	13,598	1,313	10,816	1,094	7,152	26,934	185,626	-	185,626	$ 4,587	$ 242	4,345		4,345
South Gate	MB	4	201,972	15,181	193,123	14,237	285,703	675,386	869,221	69,428	799,793	$ 86,473	$ 4,569	81,904		81,904
South Gate	DT	9	-	-	158,473	9,932	105,018	270,738	771,557	62,481	709,076	$ 67,585	$ 3,571	64,014		64,014
SouthPasadena	DR	5	29,443	3,778	26,216	3,402	8,019	19,749	321,669	3,703	317,966	$ 11,035	$ 583	10,452		10,452
WestCovina	MB	4	167,694	12,369	160,377	11,628	87,186	206,103	581,589	51,384	530,205	$ 68,165	$ 3,602	64,563		64,563
WestCovina	DR	5	87,959	8,849	80,933	7,195	19,982	88,618	327,531	14,037	313,494	$ 34,270	$ 1,811	32,459		32,459
West Hollywood	MB	4	92,769	12,223	79,665	10,367	56,977	134,690	931,810	-	931,810	$ 33,691	$ 1,780	31,911		31,911
Total		353	6,958,204	655,306	6,654,655	617,334	10,880,611	26,210,597	44,099,142	3,857,359	40,553,905	$ 3,060,100	$ 161,700	2,898,400	(106,715)	2,791,685
FY13 Data																
LADOT COMMUNITY DASH	MB	93	3,735,767	354,714	3,291,906	329,778	14,288,381	18,185,688	31,687,968	4,408,508	30,349,438	$ 1,488,980	$71,700	1,417,281	(224,617)	1,192,664
LADOT DEPARTMENT OF	DR	49	565,469	79,202	485,872	57,824	131,074	605,960	3,934,798	52,316	3,781,307	$ 205,225	$9,882	195,343		195,343
Total LADOT		142	4,301,236	433,916	3,777,778	387,602	14,419,455	18,791,648	35,622,766	4,460,824	34,130,745	$ 1,694,205	$ 81,582	$ 1,612,623	$ (224,617)	1,388,006
Total NTD 9166 Funds		495	11,259,440	1,089,223	10,432,433	1,004,936	25,300,066	45,002,245	79,721,908	8,318,183	74,684,650	4,754,305	243,282	4,511,023	(331,332)	4,179,691

FY15 Revenue Mile Rate 0.4204547

FY15 Passenger Mile Rate 0.0100494

#2.

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 ACCEPT $55,740 FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUNDS, AMEND THE PUBLIC WORKS BUDGET AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2013-2014**

Glen Kau	**1/26/2017 5:06:39 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**2/9/2017 3:13:17 PM**
CITY ATTORNEY	DATE
Brandon Mims	**2/9/2017 1:13:36 PM**
CITY CONTROLLER	DATE
Cliff Graves	**2/8/2017 5:28:57 PM**
CITY MANAGER	DATE

Use when:

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

February 14, 2017

TO: MAYOR AND CITY COUNCIL

FROM: KENNETH HOLCOMB, INTERIM GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ESTABLISH A PURCHASE ORDER WITH CIVIL SOURCE, INC. FOR PROVISION OF CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WELL NO. 20 WATER TREATMENT PLANT PROJECT ($215,989.40)

SUMMARY

Adoption of this resolution will accept the proposal of and authorize the City Manager to enter into a professional services agreement with Civil Source, Inc. (“Civil Source”), to provide construction management and inspection services for the Well No. 20 Water Treatment Plan Project (“Project”). Additionally, it shall authorize the establishment of a purchase order in the amount of One Hundred Ninety Six Thousand Three Hundred Fifty-Four Dollars ($196,354.00) and a ten percent (10%) contingency amount of Nineteen Thousand Six Hundred Thirty Five Dollars and Forty Cents ($19,635.40).

BACKGROUND

Compton’s Well No. 20 is located within the City’s Sibrie Park, located at the intersection of El Segundo Boulevard and North Compton Avenue (1300 West El Segundo Boulevard) in City of Compton. Groundwater is pumped from Well No. 20 into a 750,000-gallon above ground reservoir. Well No. 20 was constructed in 2013 and during well development, testing results determined groundwater from Well No. 20 produced high levels of manganese (110 ug/L), exceeding the secondary drinking water standard (50 ug/L) for the State of California.

The new treatment system will allow the Water Department to augment its current and future operational needs by lowering the current secondary contaminant levels found within the influence zone of Well No. 20 to the acceptable levels specified by law and therefore allowing its full operation. Operation of Well No. 20 will increase the City’s water system’s reliability while allowing its seamless integration with the Supervisory Control and Data Acquisition (SCADA) project currently under construction. Construction of the Project is for 120 working days.

Staff has selected and recommended that the construction contract for the Well 20 Water Treatment Plant be awarded to Cora Constructors, Inc. Essential to the Project is to retain the services of a qualified and experienced engineering firm to provide construction management and inspection services.

STATEMENT OF ISSUE

Due to the number, size and complexity of all projects concurrently being deployed by the Engineering Division in the Water Department, current staff is unable to perform all necessary construction management and inspection duties required for this Project, creating the need for additional resources to be procured.

On December 7, 2016, staff advertised to solicit proposals for construction management and inspection services for the Project from qualified firms. On December 29, 2016, a total of four (4) proposals were received, reviewed and ranked by staff as follows:

Rank	Engineering Firm
1	Civil Source, Inc.
2	Wallace and Associate Consulting, Inc.
3	Simplex, Inc.
4	Dudek, Inc.

Selection Process

Pursuant to the Request for Proposals, it was requested that firms respond with their qualifications, scope of service, etc., in one package and their fee in a sealed, separate cover. A committee consisting of City staff reviewed the proposals submitted and ranked the most qualified proposals. The review was based on the objective criteria listed in the request for proposals document.

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

After evaluation of the proposals submitted, it was established that the proposal from Civil Source offers the City the best approach, methodology and qualified personnel to properly execute this contract within scope, time and cost to provide the needed construction management and inspection services for the Well 20 Water Treatment Plant Project. Civil Source will provide the City with a highly competent, experienced and licensed Construction Manager/Resident Engineer and a Construction Inspector with extensive experience delivering comparable services on the successful completion of very similar projects for several Southern California cities.

FISCAL IMPACT

At times construction projects encounter unexpected field conditions that result in the need for work beyond the scope of the project as originally designed and bid. Therefore, staff recommends that a ten (10%) percent contingency in the amount of $19,635.40 (Nineteen Thousand Six Hundred Thirty-Five Dollars and Forty Cents) be authorized for this Project agreement.

The total amount that is being requested to be encumbered for these services is $215,989.40 (Two Hundred Fifteen Thousand Nine Hundred Eighty-Nine Dollars and Forty Cents).

Funds are allocated in the 2016-17 Fiscal Year budget in Account No. 5003-880-000-4241 (Water Quality Project) for this expenditure.

ALTERNATIVE

The Water Department desires to take a proactive management approach of all of its Capital Improvement Projects. No other alternatives are recommended.

#3.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**KENNETH HOLCOMB, INTERIM GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO JR.
CITY MANAGER**

RESOLUTION NO._________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ESTABLISH A PURCHASE ORDER WITH CIVIL SOURCE, INC. FOR PROVISION OF CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WELL NO. 20 WATER TREATMENT PLANT PROJECT ($215,989.40)

WHEREAS, it is the responsibility of the Compton Municipal Water Department to ensure a safe and adequate water supply for drinking and firefighting purposes; and

WHEREAS, the City of Compton's Well No. 20 is located within the City's Sibrie Park, located at the intersection of El Segundo Boulevard and North Compton Avenue (1300 West El Segundo Boulevard); and

WHEREAS, Well No. 20 was constructed in 2013 and during well development, testing results determined groundwater from Well No. 20 produced high levels of manganese (110 ug/L), exceeding the secondary drinking water standard (50 ug/L) for the State of California; and

WHEREAS, the new treatment system will allow the Water Department to augment its current and future operational needs by lowering the current secondary contaminant levels found within the influence zone of Well No. 20 to the acceptable levels specified by law and therefore allowing its full operation; and

WHEREAS, operation of Well No. 20 will increase the City's water system's reliability while allowing its seamless integration with the Supervisory Control And Data Acquisition (SCADA) project currently under construction; and

WHEREAS, on December 7, 2016, staff advertised to solicit proposals for construction management and inspection services for the Project from qualified firms. On December 29, 2016, a total of four (4) proposals were received, reviewed and ranked by staff as follows:

Rank	Engineering Firm
1	Civil Source, Inc.
2	Wallace and Associates Consulting, Inc.
3	Simplex, Inc.
4	Dudek, Inc.

WHEREAS, the evaluation process used by the selection committee for ranking the proposals was based upon the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work and after evaluation of the proposals submitted, staff determined that the proposal and fee ($196,354.00) submitted by Civil Source, Inc. was deemed the most responsive firm to provide the needed construction management and inspection services for the Well No. 20 Water Treatment Plan Project; and

WHEREAS, at times construction projects encounter unexpected field conditions that result in the need for work beyond the scope of the project as originally designed and bid, therefore, staff recommends that a ten (10%) percent contingency in the amount of $19,635.40 (Nineteen Thousand Six Hundred Thirty-Five Dollars and Forty Cents) be authorized for this Project agreement; and

WHEREAS, funds in the amount of $215,989.40 are available in the Municipal Water Department Fiscal Year 2016-2017 budget.

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

Section 1. That the proposal submitted by Civil Source, Inc. is hereby accepted.

Section 2. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a professional services agreement with Civil Source, Inc. for construction management and inspection services for the Well No. 20 Water Treatment Plan Project.

Section 3. That a purchase order in the amount of $196,354.00 is authorized to be established for Civil Source, Inc. for services performed for the Well No. 20 Water Treatment Plan Project.

Section 4. That a contingency amount of up to $19,635.40 is hereby authorized.

Section 5. That funds in the amount of $215,989.40 are available in the Municipal Water Department's 2016-2017 Fiscal Year budget in Account No. 5003-880-000-4241 (Water Quality Project).

Section 6. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Compton Municipal Water Department.

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

ADOPTED this ___ day of ____________, 2017.

____
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 ________________, 2017.

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

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

____
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CIVIL SOURCE, INC.

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **CIVIL SOURCE, INC.** (hereinafter referred to as **"CONSULTANT"**), located at 9890 Irvine Center Drive, Irvine, California 92618.

RECITALS:

WHEREAS, it is the responsibility of the Compton Municipal Water Department to ensure a safe and adequate water supply for drinking and firefighting purposes; and

WHEREAS, Compton's Well No. 20, constructed in 2013, pumps groundwater into a 750,000-gallon above ground reservoir, however, during well development, testing results determined groundwater from Well No. 20 produced high levels of manganese (110 ug/L), exceeding the secondary drinking water standard (50 ug/L) for the State of California; and

WHEREAS, the City plans to construct a Water Treatment Plant at Well 20 to augment its current and future operational needs by lowering the current secondary contaminant levels found within the influence zone of Well No. 20 to the acceptable levels specified by law and therefore allowing its full operation; and

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

WHEREAS, on _______________, 2017, pursuant to Resolution No. ______, the City Council authorized the City Manager to enter into a professional services agreement with Civil Source, Inc. ("Consultant") to provide construction management and inspection services for the Well No. 20 Water Treatment Plan Project; 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 providing professional construction management and inspection services to the City before, during and after construction of a new manganese removal well water treatment plant and its associated site and mechanical

#3.

improvements ("Project"). Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Tasks include:

Task 1: Pre-Construction, Coordination and Orientation Phase – Establishment of communications protocols, building procedural framework for the Project

Task 2: Construction Phase – Daily tasks required to ensure contractor executing work according to accepted CPM baseline schedule, budget maintenance, City informed and involved on decisions and aspects as Project delivered

Task 3: Material Inspection and Testing Services – Consultant's subconsultant (Willdan Geotechnical) will perform material testing and inspection during construction; including attend pre-construction meetings, field geotechnical and material testing services, special inspection and material testing services

Task 4: Post-Construction Phase – Execution of expedient close-out schedule

As more fully specified in the City's **"Request for Proposals for Construction Management & Inspection Services"** (dated December 7, 2016) and Consultant's **"Proposal to Provide Construction Management and Inspection Services for Water Bond Improvement: Well No. 20 Water Treatment Plant"** (dated December 29, 2016)**,** which are incorporated by this reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. Consultant agrees to perform all the said services and to the extent not furnished by the City, furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

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

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

Amy Amirani, P.E., QSD/QSP, Principal-In-Charge of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. <u>Duration of Contract.</u> The Consultant shall commence the services provided for herein upon Notification to Proceed from the City to Consultant and continue in a diligent and professional manner until the agreed services are completed, or upon exhaustion of authorized funding, whichever occurs first, unless this Agreement is terminated as provided herein.

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

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

3. <u>Compensation.</u> The method of payment for this Contract will be on a fee-for-services, per Task, basis as specified within Consultant's **"Fee Proposal"** dated December 29, 2016 and incorporated herein. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

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

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

As full and complete compensation for performance of all the services- identified within Tasks 1 through 4, above - to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **One Hundred Ninety Six Thousand Three Hundred Fifty-Four Dollars ($196,354.00).**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. **Termination.** In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in

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

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

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

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

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

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

25. 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.

26. 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.

27. 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:	**Civil Source, Inc.** **9890 Irvine Center Drive** **Irvine, California, 92618** **Attn: Amy Amirani, Principal-In-Charge** **(949) 585-0477**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: General Manager, Compton Municipal Water Department** **(310) 605-5505** **(310) 605-6326 – fax.**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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

28. 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.

CIVIL SOURCE, INC.
CONSULTANT

Dated: _______________ **By ______________________________________**
Amy Amirani, P.E., Principal-In-Charge

CITY OF COMPTON
Recommended for Approval:

By ____ **Dated: ______________**
Kenneth Holcomb, (Interim) General Manager
Compton Municipal Water Department

Approved by:

Dated: _______________ **By __________________________________**
City Manager

Approved as to form:

By __________________________________ **Dated: ______________**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _______________ **By ___________________________________**
Alita Godwin, City Clerk

#3.

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 ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ESTABLISH A PURCHASE ORDER WITH CIVIL SOURCE, INC. FOR PROVISION OF CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WELL NO. 20 WATER TREATMENT PLANT PROJECT ($215,989.40)**

Kenneth Holcomb	**1/18/2017 3:20:46 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**2/9/2017 3:25:24 PM**
CITY ATTORNEY	DATE
Brandon Mims	**2/9/2017 1:14:01 PM**
CITY CONTROLLER	DATE
Cecil Rhambo	**2/8/2017 4:44:01 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.

#4.

February 14, 2017

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **VAN WILSON, DIRECTOR**
GENERAL SERVICES DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SHADOW WORKS SURVEILLANCE & SYSTEMS SECURITY TO PROVIDE MONITORING OVERSIGHT OF THE CITY-WIDE SURVEILLANCE SYSTEM FOR THE REMAINDER OF FISCAL YEAR 2016-2017 ($40,000)**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to accept the bid of Shadow Works Surveillance & System Security to provide "as-needed" technical monitoring oversight of the City of Compton's City-wide surveillance system for the remainder of Fiscal Year 2016-2017 and establish a purchase in the amount of Forty Thousand Dollars ($40,000.00).

BACKGROUND

Over the last ten (10) years, the City has purchased and installed surveillance cameras and equipment City-wide to enhance the security of its residents and augment law enforcement efforts. There are a total of 140 cameras that are installed at most of the City's main intersections, parks and the Gateway Towne Center. The cameras are monitored by personnel of the Compton Station of the Los Angeles County Sheriff's Department and certain authorized City personnel.

The City-wide surveillance system is an independent stand-alone IP video network consisting largely of wireless technology, although fiber connectivity exists to support the Gateway portion of the project. The first phase of the project began at Gateway Towne Center in 2007, and included both surveillance and license plate reader ("LPR") cameras. The project continued in phases as identified below.

Gateway Towne Center	(2007 and 2011)	$174,563
Parks 1	(2011)	$753,701
Parks 2	(2013)	$151,979
Gateway Expansion	(2014)	$ 32,493
Citywide/Transit	(2015)	$796,200
License Plate Readers	(2007 and 2015)	$185,828
Electrical, PM and Miscellaneous	(2011 through 2016)	$370,000
Total Investment		**$2,464,764**

#4.

STATEMENT OF THE ISSUE
In 2016, the General Services Department ("Department") contracted with Shadow Works Surveillance & System Security to provide technical oversight of the City-wide surveillance system while bids were collected. The Department solicited bids for a contractor; trained and certified in the surveillance software used by the City's system; to coordinate with the Los Angeles County Sheriff's Department, Compton Station, and authorized City personnel to provide "as-needed" monitoring and technical oversight of the City-wide surveillance system with duties that include assisting end-users with troubleshooting VMS problems, troubleshooting downed cameras, networking issues and other IT issues related to maintaining a robust wireless IP surveillance system. The following bids were submitted:

VENDOR	AMOUNT
Shadow Works Surveillance	$ 48.25/Hour
Scientia Consulting Group	$ 125.00/Hour
Am-Tec Security	$ 135.00/Hour

Staff reviewed the submitted bids and after review, selected the bid of Shadow Works Surveillance & System Security as the lowest responsible bidder.

FINANCIAL IMPACT
Adequate funds, in the amount of $40,000.00, have been allocated in the Fiscal Year 2016-2017 General Services Department's budget in Account No. 1001-600-IT0-4262.

RECOMMENDATION
It is recommended that the City Council adopt the attached Resolution.

VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

#4.

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SHADOW WORKS SURVEILLANCE & SYSTEMS SECURITY TO PROVIDE MONITORING OVERSIGHT OF THE CITY-WIDE SURVEILLANCE SYSTEM FOR THE REMAINDER OF FISCAL YEAR 2016-2017 ($40,000)

WHEREAS, over the last ten (10) years, the City has purchased and installed surveillance cameras and equipment City-wide to enhance the security of its residents and augment law enforcement efforts; and

WHEREAS, there are a total of 140 cameras that are installed at most of the City's main intersections, parks and the Gateway Towne Center monitored by personnel of the Compton Station of the Los Angeles County Sheriff's Department and certain authorized City personnel; and

WHEREAS, the City-wide surveillance system is an independent stand-alone IP video network consisting largely of wireless technology, although fiber connectivity exists to support the Gateway Towne Center portion of the project; and

WHEREAS, the General Services Department ("Department") solicited bids for a contractor; trained and certified in the surveillance software used by the City's system; to coordinate with the Los Angeles County Sheriff's Department, Compton Station, and authorized City personnel to provide "as-needed" monitoring and technical oversight of the City-wide surveillance system; and

WHEREAS, the following bids were submitted:

VENDOR	**AMOUNT**
Shadow Works Surveillance	$ 48.25/Hour
Scientia Consulting Group	$ 125.00/Hour
Am-Tec Security	$ 135.00/Hour

WHEREAS, staff reviewed the submitted bids and after review, selected the bid of Shadow Works Surveillance & System Security as the lowest responsible bidder; and

WHEREAS, funds for this expenditure are available in the approved Fiscal Year 2016-2017 General Service Department's budget.

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

<u>Section 1.</u> That the bid for Shadow Works Surveillance & System Security in the amount of Forty Eight Dollars and Twenty-Cents ($48.25) per hour is hereby accepted and all other bids rejected.

<u>Section 2.</u> That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a contract with Shadow Works Surveillance & System Security to provide "as-needed" technical monitoring oversight of the City of Compton's City-wide surveillance system for the remainder of Fiscal Year 2016-2017.

<u>Section 3.</u> That funds for this expenditure are available in the approved Fiscal Year 2016-2017 General Service Department's budget in Account No. 1001-600-IT0-4262.

<u>Section 4.</u> That a purchase order is authorized to be established for Shadow Works Surveillance & System Security in the not-to-exceed amount of $40,000.00.

<u>Section 5.</u> That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, General Services and the City Controller.

<u>Section 6.</u> That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____________, 2017.

____
MAYOR OF THE CITY OF COMPTON

ATTEST:

____
CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this ___ day of ________________, 2017.

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

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

____
CITY CLERK OF THE CITY OF COMPTON

MONITORING AND OVERSIGHT AGREEMENT
BETWEEN
CITY OF COMPTON
AND
SHADOW WORKS SURVEILLANCE & SYSTEM SECURITY

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 **SHADOW WORKS SURVEILLANCE & SYSTEM SECURITY** (hereinafter referred to as **"CONTRACTOR"**) located at 13639 Foster Avenue, Unit 1, Baldwin Park, California 91706, (each a "Party" and collectively, the "Parties").

RECITALS

A. City does not have available personnel specifically trained and experienced to perform the special services required and requires the professional services of a contractor trained, certified and experienced with the workings of the software used by the City for its City-wide surveillance system; and

B. Contractor has the necessary professional skills, training, certification and experience necessary to perform the services described in this Agreement; and

C. City desires to engage Contractor to provide these services by reason of its qualifications and experience in performing such services; and

D. By Resolution No. ______, adopted on the ____ day of ___________, 2017, the City Council gave approval to award a contract to the Contractor for provision of monitoring and technical oversight of the City's City-wide surveillance system.

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

1. Scope of Work.

1.1 City retains Contractor to perform, and Contractor agrees to perform, on an "as-needed" basis, as directed by the General Services Department Director or his designee, the following services for the City's City-wide surveillance system and equipment:

- Monitoring and technical oversight of the City's City-wide surveillance system to insure all video systems are functioning properly

- Troubleshooting of different pieces comprising the system to assure video systems are functioning properly

- Investigate and resolve problems with video management system, workstations, system network, cameras, radio links, fiber optics, coaxial category 5 cabling and other hardware and software to include all system components

- Investigate power issues and notify applicable City departments

#4.

- Insure network connectivity to all system pieces, test variety of telecommunications and video network cabling components to insure effectiveness

- Install surveillance workstations and software for Los Angeles County Sheriff's Department locations (i.e. Compton Station and Gateway Towne Center substation)

- Train Los Angeles County Sheriff's Department personnel in use of surveillance system

1.2 Contractor will be responsible for the professional quality, technical accuracy and coordination of the services. Contractor will, without additional compensation, correct or revise any errors or deficiencies in the services.

1.3. Contractor will keep City informed on a regular basis that the services are being performed in accordance with the requirement and intentions of this Agreement.

2. Standard of Performance. Contractor acknowledges that in entering into this Agreement the City is relying on Contractor's special skills, experience and training to do and perform the services in accordance with best standards of professional practice. While performing the services, except as otherwise agreed to by the City, Contractor 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.

Contractor services hereunder shall be performed in good, workmanlike and professional manner. Contractor shall be responsible for correcting and completing all errors and omissions related to the services provided by the Contractor 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 Contractor to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Contractor from these obligations.

3. Term. Contractor agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue on an "as-needed" basis providing services specified herein through June 30, 2017, exhaustion of the authorized maximum compensation or unless terminated earlier, whichever occurs first.

4. Compensation.

4.1 The method of payment for this Contract will be on an hourly rate basis of Forty Eight Dollars and Twenty-Five Cents ($48.25) per hour. The costs for any equipment replaced by Contractor shall be negotiated and agreed to between the Parties prior to Contractor performing the work. The total price paid the Contractor shall include compensation for all work and deliverables, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Contractor and the City. Adjustment in the total compensation will not be effective until authorized by the City.

4.2 Payment will occur only after receipt by City of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.

4.3 Within thirty (30) days after receipt of any applicable payment request, City will verify the accuracy of the request, correct the charges where appropriate, and make payment to Contractor in an amount equal to the amount of such application, as verified or corrected by City. Invoices shall be delivered or mailed to the **Director of the General Services Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.** City reserves the right to withhold payment from Contractor on account of services not performed satisfactorily, delays in Contractor's performance of services, or other defaults hereunder.

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

5. Status of Contractor. Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), will perform the services in Contractor's own way and pursuant to this Agreement as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. The persons used by Contractor 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 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.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor 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 Contractor or any agent, employee, or contractor of Contractor 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 Contractor.

6. Successors, Assignment and Delegation. City and the Contractor each bind 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 Contractor are material considerations for this Agreement. Contractor shall not assign or transfer any interest in this Agreement or the performance of any of Contractor's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Contractor's rights, duties or obligations arising under this Agreement shall be null and void.

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

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

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

9. <u>Other Contractors</u>. The City reserves the right to employ other Contractors in connection with the services.

10. <u>Indemnification</u>. Contractor shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall defend, indemnify and save the City from any and all liability and expense including 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 in any way resulting from or arising out of the negligent or intentional acts or omissions for Contractor, its officers, employees, subcontractors or agents in the performance of the duties undertaken by Contractor pursuant to this Agreement.

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

11. Insurance. Without limiting the Contractor’s indemnification of the City, Contractor shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor’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 Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.** All insurance required hereunder shall be primary with respect to any insurance maintained by the City**.**

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

11.1.1 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.

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

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

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

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

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

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

14. Ownership of Documents/Equipment. All electronic and hardcopy data, reports, documents, records, plans, discs, diskettes or other material ("Documents") prepared, developed or discovered by or provided to Contractor during the course of providing services pursuant to this Agreement and all security/surveillance and related equipment; unless otherwise specified; shall be the property of the City, whether or not the services are completed.

15. Copyrights. Contractor agrees that all copyrights, if any, that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

16. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Contractor in connection with the performance of the services pursuant to the Agreement are confidential until released by the City to the public, and the Contractor will not make any of these documents or information available to any individual or organization not employed by the Contractor or the City without the written consent of the City before any such release.

17. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:	For Contractor:
City of Compton 205 South Willowbrook Avenue Compton, CA 90220 Phone No. (310) 605-5548 Facsimile No. (310) 609-1753 Attn: Director, General Services Department	Name: Shadow Works Surveillance & System Security 13639 Foster Avenue, Unit 1 Baldwin Park, CA 91706 Phone No. (310) 903-9366 Facsimile No. (310) 903-9366 Attn: Roger Lamar Hill

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

18. Conflicts of Interest. Contractor understands that its professional responsibility is solely to City. Contractor warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest that would conflict with its performance of this Agreement. Contractor further warrants that neither Contractor, nor Contractor's agents, employees and subcontractors have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Contractor will file with the City an affidavit disclosing this interest. Contractor will not knowingly, and will take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If after employment of a person, Contractor discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Contractor will promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

19. General Compliance with Laws. Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the services by Contractor. Contractor 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.

20. Termination. In the event of the Contractor's failure to prosecute, deliver, or perform the services, City may terminate this Agreement for nonperformance by notifying Contractor in writing pursuant to the notice provisions of this Agreement. Contractor 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 Contractor 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 Contractor.

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, Contractor will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. <u>Covenants Against Contingent Fees</u>. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor 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.

22. <u>Jurisdiction, Venue and Governing Law</u>. 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.

23. <u>Testimony</u>. Contractor will testify at City's request if litigation is brought against City in connection with Contractor's services under this Agreement. Unless the action is brought by Contractor, or is based upon Contractor's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Contractor will compensate Contractor for time spent in preparation for testimony, testimony, and travel at Contractor's standard hourly rates at the time of actual testimony.

24. <u>Waivers</u>. 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.

25. <u>Entire Agreement</u>. 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. **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.

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.

SHADOW WORKS SURVEILLANCE
AND SYSTEM SECURITY
CONTRACTOR

Dated: ________________ **By** ______________________________________
Roger Lamar Hill, Owner

CITY OF COMPTON
Recommended for Approval by:

By ________________________________ **Dated:** ______________________
Van Wilson, Director
General Services Department

Approved by:

Dated: _________________ **By** ______________________________________
Cecil W. Rhambo, Jr., City Manager

Approved as to form:

By ___________________________________ **Dated:** ____________________
Craig J. Cornwell, City Attorney

ATTEST:

Dated: ________________ **By ____________________________________**
Alita Godwin, City Clerk

#4.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Attorney**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SHADOW WORKS SURVEILLANCE & SYSTEMS SECURITY TO PROVIDE MONITORING OVERSIGHT OF THE CITY-WIDE SURVEILLANCE SYSTEM FOR THE REMAINDER OF FISCAL YEAR 2016-2017 ($40,000)**

Van Wilson	**2/2/2017 5:57:05 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**2/9/2017 3:26:52 PM**
CITY ATTORNEY	DATE
Brandon Mims	**2/9/2017 1:15:35 PM**
CITY CONTROLLER	DATE
Cliff Graves	**2/8/2017 5:29:25 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.

#5.

February 14, 2017

TO: **MAYOR AND CITY COUNCIL**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FISCAL YEAR 2016-17 PUBLIC WORKS DEPARTMENT BUDGET TO ACCEPT THE TRANSFER OF MEASURE P FUNDS ($300,000) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SULLY-MILLER CONTRACTING COMPANY FOR THE SPECIFIC PURPOSES OF POTHOLE REPAIRS FOR STREETS CITY-WIDE ($300,000)**

SUMMARY

Adoption of this resolution by the City Council will authorize the City Manager to amend the FY 2016-17 Public Works (PW) Department budget with Measure P funds, in the amount of $300,000, enter into a contract with Sully-Miller Contracting Company to effect pothole repairs City-wide and establish a purchase order in the amount of $300,000.00.

BACKGROUND

The City's streets have been reviewed and rated to their pavement condition as part of the 2014 Pavement Management Study. The City streets were reviewed to be in poor condition.

As a result of the current heavy rains, the City's streets are suffering from many potholes. These potholes are creating unsafe driving conditions to the drivers travelling through our City and potentially causing damage to their vehicles.

At its regularly scheduled meeting of February 7, 2017, City Council provided direction to staff to earmark Measure P funds ($300,000) for the purposes of effecting pothole repairs City-wide. Once the PW budget is amended, staff will then acquire contracted services to provide pothole repairs.

STATEMENT OF ISSUE

With potholes being an immediate need to be addressed, the urgency is to establish a remedy to the situation. PW staff took the liberty to discuss the ability of performing repairs quickly with its current street paving contractor. Sully-Miller Contracting Company is very capable to perform the pothole repairs, and has the capability to effect repairs immediately since they are already staged in the City for work under a current contract.

#5.

Per Section 1409 of the City's Charter, "such contracts may be let without advertising for bids if such work shall be deemed by the City Council to be of urgent necessity for the preservation of life, health or property, and shall be authorized by motion passed by at least four affirmative votes and containing a declaration of the facts constitution of such urgency."

Therefore, in order for the City to move forward in providing emergency pothole repairs, City Council authorization is necessary.

ALTERNATIVE

Due to the dire situation, no alternative is recommended.

FISCAL IMPACT

Revenues and expenditures shall be increased as follows:

Account No.	Description	Amount
Revenues		
1004-3109	Sales and Use Tax	$300,000
Expenditures		
1004-710-000-4269	Other Contract Services	$300,000

Funds in the amount of $300,000 will be available in the Public Works Department's FY 2016-17 budget in Account No. 1001-710-000-4269.

RECOMMENDATION

Staff recommends that City Council:

- Amend the FY 2016-17 Public Works budget to accept a transfer of Measure P funds in the amount of $300,000;
- Award a contract to Sully-Miller Contracting Company to effect pothole repairs on streets City-wide; and
- Issue a Purchase Order in the amount of $300,000.

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

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

#5.

RESOLUTION NO. ___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FISCAL YEAR 2016-17 PUBLIC WORKS DEPARTMENT BUDGET TO ACCEPT THE TRANSFER OF MEASURE P FUNDS ($300,000) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SULLY-MILLER CONTRACTING COMPANY FOR THE SPECIFIC PURPOSES OF POTHOLE REPAIRS FOR STREETS CITY-WIDE ($300,000)

WHEREAS, the City's streets have been reviewed and rated to their pavement condition as part of the 2014 Pavement Management Study and the City streets were reviewed to be in poor condition; and

WHEREAS, as a result of the current heavy rains, the City's streets are suffering from many potholes and these potholes present unsafe driving conditions to the drivers travelling through our City, and potentially causing damage to their vehicles; and

WHEREAS, at its regularly scheduled meeting of February 7, 2017, City Council provided direction to staff to earmark Measure P funds ($300,000) for the purposes of effecting pothole repairs City-wide and once the Public Works budget is amended, staff will then acquire contracted services to effect the pothole repairs; and

WHEREAS, with potholes being an immediate need to addressed, an urgency is to establish a remedy to the situation; and

WHEREAS, per Section 1409 of the City's Charter, "such contracts may be let without advertising for bids if such work shall be deemed by the City Council to be of urgent necessity for the preservation of life, health or property, and shall be authorized by motion passed by at least four affirmative votes and containing a declaration of the facts constitution of such urgency"; and

WHEREAS, Public Works staff recommends that Sully-Miller Contracting Company be awarded a contract to perform the City-wide pothole repairs in that they have the capability to effect repairs immediately since they are already staged in the City for work under the current contract; and

WHEREAS, revenues and expenditures shall be increased as follows:

Account No.	**Description**	**Amount**
Revenues		
1004-3109	Sales and Use Tax	$300,000
Expenditures		
1004-710-000-4269	Other Contract Services	$300,000

WHEREAS, funds in the amount of $300,000 will be available in the Public Works Department's FY 2016-17 budget in Account No. 1004-710-000-4269; and

WHEREAS, in order for the City to move forward in providing emergency pothole repairs, City Council authorization is necessary.

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

<u>SECTION 1.</u> That the Fiscal Year 2016-2017 Public Works Department Budget is hereby authorized to be amended to accept a transfer of Measure P funds in the amount of $300,000 as follows:

Account No.	**Description**	**Amount**
Revenues		
1004-3109	Sales and Use Tax	$300,000
Expenditures		
1004-710-000-4269	Other Contract Services	$300,000

SECTION 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a contract with Sully-Miller Contracting Company to effect pothole repairs on streets City-wide.

SECTION 3. That a purchase order in the amount of $300,000 is authorized to be established for Sully-Miller Contracting Company.

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

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

ADOPTED this _______ day of _____________, 2017.

____
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 ________________, 2017.

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

#5.

REPAIR SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
SULLY-MILLER CONTRACTING COMPANY
[Asphalt Repair Services]

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **SULLY-MILLER CONTRACTING COMPANY** (hereinafter referred to as "**CONTRACTOR"**) located at 135 South State College Boulevard, Suite 400, Brea, California 92821, pursuant to Resolution No. ____, adopted February 14th , 2017.

WITNESSETH

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

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

CONTRACTOR shall perform in a professional manner, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for all the required tasks necessary for providing the following services: City-wide asphalt (pothole) repairs on an **"as-needed, as-directed"** basis, utilizing a four stage process described as follows:

- **Stage 1 –** Blow loose debris to clean and prepare hole for effective patching
- **Stage 2 –** Coat with asphalt emulsion to prevent further damage from moisture
- **Stage 3 –** Mix aggregate with asphalt emulsion and blow into hole
- **Stage 4 –** once filled and sealed, final layer applied; repair completed

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

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

CONTRACTOR agrees to be responsible for furnishing all said labor, materials, equipment, tools and services; furnishing and removing, tools and equipment, and doing everything required by the Agreement, and for completing the work in accordance with the requirements of this Agreement.

2. TERM OF CONTRACT:

The term of this Agreement shall extend from February 15, 2017 through June 30, 2017, unless this Agreement is terminated earlier as provided herein.

3. SAFETY:

CONTRACTOR shall have overall responsibility for safety precautions and programs in the performance of the Work. **CONTRACTOR** shall seek to avoid injury, loss or damage to persons or

#5.

property by taking reasonable steps to protect:

- Employees and all other persons at the sites of asphalt repairs;
- Materials and equipment stored on the sites or off the sites at locations for use in performance of the Work; and

CONTRACTOR shall designate an individual at the sites of asphalt repairs in the employ of **CONTRACTOR** who shall act as **CONTRACTOR's** designated safety representative with a duty to prevent accidents.

If **CITY** deems any part of the Work or sites 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.

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.

4. COMPENSATION:

The method of payment for this Contract will be on **Unit Price** of Four Dollars ($5.00) per square foot for asphalt repairs.

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

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

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

It is understood and agreed that the maximum amount of compensation payable to **CONTRACTOR** for services performed and completed during the term of this Agreement is limited to the sum of **Three Hundred Thousand Dollars ($300,000.00).**

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

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

5. INDEPENDENT CONTRACTOR STATUS

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

6. SUCCESSORS, ASSIGNMENT AND DELEGATION

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

7. NONDISCRIMINATORY EMPLOYMENT PRACTICES

During the performance of this Agreement, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following:

#5.

employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

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

8. <u>INDEMNIFICATION</u>

CONTRACTOR shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions for **CONTRACTOR**, its officers, employees, subcontractors or agents on account of the performance or character of this work.

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

9. <u>INSURANCE:</u>

A. **CONTRACTOR**, by executing this Agreement, hereby certifies:

(1) "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the work of this Contract."

*(2) **CONTRACTOR** further agrees to require all subcontractors to carry Worker's Compensation Insurance as required by the Labor Code of the State of California.*

B. Without limiting **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. Evidence of such insurance, which shall be provided by insurer(s) satisfactory to the **CITY's** Risk Manager, shall be delivered to the **CITY**. Such evidence shall 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, including at least ten (10) day notice of any non-payment of premium(s). ***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.***

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. The **CONTRACTOR** is advised that the **CITY does not** carry Contractor's Risk insurance, and the Contractor shall obtain its own coverage. **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. **CONTRACTOR** shall ensure any and all contracts with its Trade Contractors performing services under this Agreement meet the insurance requirements of this Agreement.

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:

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

2. **Workers' Compensation Insurance.** **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the **CONTRACTOR** and all risks to such persons under the Agreement.

3. **Automotive Liability.** A program of insurance with a limit of liability of not less than **One Million Dollars ($1,000,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

4. **Insurance Endorsements.** The liability insurance policy(ies) shall be endorsed with the following language:

.a The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as **"additional insureds"** with respect to liability arising out of the activities of the **CONTRACTOR**.

.b The insurer waives all rights of subrogation against the **CITY**.

.c Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **CITY**.

.d Identity of the insured(s).

10. PERMITS AND LICENSES

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

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

11. WARRANTIES

The **CONTRACTOR** guarantees all work performed pursuant to this Agreement against defective workmanship for a period of two (2) years following completion of the work.

If within two (2) years after the date of completion of the work pursuant to this Agreement, any of the work is found to be defective or not in accordance with the Contract documents, the **CONTRACTOR** shall correct it promptly after receipt of a written notice from the **CITY** to do so, at the **CONTRACTOR'S** expense. This obligation shall survive termination of the Contract. The **CITY** shall give notice promptly after discovery of the condition.

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the **CONSULTANT**, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the **CONSULTANT**, any fee, commission, percentage, brokerage fee, gift or contingent fee. For breach or violation of this warranty, the **CITY** has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. 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.

13. COMPLIANCE WITH LAW

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

14. WAIVERS

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

15. 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 then lockout by **CONTRACTOR** or any of **CONTRACTOR's** subcontractors), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, **CITY** shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, **CITY** shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

16. TERMINATION

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

A. The **CONTRACTOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

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

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

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

17. AMENDMENTS

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

18. GOVERNING LAW AND SEVERABILTIY

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

19. EXTENT OF AGREEMENT

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

20. NOTICES

Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective three (3) business days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONTRACTOR:

SULLY-MILLER CONTRACTING COMPANY
135 South State College Boulevard, Suite 400
Brea, California 92821
Attn: Dennis Gansen, Vice President
(714) 578-9600 Phone
(714) 578-9672 Fax

TO CITY:

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

NOTE: A copy of any notice provided to the Director of Public Works shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

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.

21. MISCELLANEOUS

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

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

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

SULLY-MILLER CONTRACTING COMPANY
CONTRACTOR

Dated: _______________ **By_____________________________________**
Dennis Gansen, Vice President

CITY OF COMPTON
Recommended for Approval:

By ___________________________________ **Dated: ________________**
Glen W. C. Kau, P.E., Public Works Director

Approved by:

Dated: ________________ **By_____________________________________**
Cecil W. Rhambo, Jr., City Manager

Repair Services Agreement – Sully – Miller Contracting Company
City-wide Asphalt (Pothole) Repairs
Resolution No. ______

Approved as to form:

By ________________________________ **Dated: ____________**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____________ **By___________________________________**
Alita Godwin, City Clerk

#5.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FISCAL YEAR 2016-17 PUBLIC WORKS DEPARTMENT BUDGET TO ACCEPT THE TRANSFER OF MEASURE P FUNDS ($300,000) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SULLY-MILLER CONTRACTING COMPANY FOR THE SPECIFIC PURPOSES OF POTHOLE REPAIRS FOR STREETS CITY-WIDE ($300,000)**

Glen Kau	**2/9/2017 6:15:55 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**2/9/2017 7:41:33 PM**
CITY ATTORNEY	DATE
Brandon Mims	**2/9/2017 6:39:24 PM**
CITY CONTROLLER	DATE
Cecil Rhambo	**2/9/2017 6:25:49 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.

#6.

February 14, 2017

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

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE COMPTON TAXPAYERS COMMITTEE TO REVIEW THE USE OF REVENUES COLLECTED PURSUANT TO ORDINANCE NO. 2,269 ("MEASURE P") AND SETTING FORTH TERMS, DUTIES AND GUIDELINES OF THE COMPTON TAXPAYERS COMMITTEE**

SUMMARY

The City Council will consider a Resolution to establish the Compton Taxpayers Committee to review the use of revenues collected pursuant to Ordinance No. 2,269 ("Measure P") and set forth terms, duties, and guidelines of the Compton Taxpayers Committee.

BACKGROUND

On June 7, 2016, Compton voters passed Measure P, a one-cent retail transactions and use tax ordinance to be administered by the State Board of Equalization. The Los Angeles County Registrar-Recorder/County Clerk certified the canvass of the election returns and the statement of votes cast on July 1, 2016. After receipt of the Los Angeles County Registrar-Recorder/County Clerk's certification of the election results, the City Council adopted Resolution No. 24,410 on July 26, 2016, declaring the results of the June 7, 2016 election which showed the voters adoption of Ordinance No. 2,269 ("Measure P"). Section 3-5.15 of Ordinance No. 2,269 directs the City Council to establish a Compton Taxpayers Committee to review the expenditure of the revenues collected pursuant to the ordinance.

STATEMENT OF THE ISSUE

Staff is recommending that Council adopt this Resolution in order to establish and set forth terms, duties, and guidelines of the Compton Taxpayers Committee. The Compton Taxpayers Committee is to consist of at least five (5) members appointed by the City Council. The term of office of the Committee members shall be four (4) years. Committee members shall be residents of the City of Compton. The terms of the Compton Taxpayers Committee and the specific duties of members are established by the City Council and are set forth in Exhibit "A" to this Resolution.

#6.

City Council Members would nominate from the applicant pool for a district representative and the Mayor would nominate from the applicant pool a city-wide representative to the Committee. The City Council would approve all members of the Compton Taxpayers Committee.

ALTERNATIVE

None Proposed.

FISCAL IMPACT

None.

RECOMMENDATION

It is staff recommendation that the City Council adopt the attached Resolution.

CECIL W. RHAMBO, Jr.
CITY MANAGER

#6.

RESOLUTION NO. _______________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE COMPTON TAXPAYERS COMMITTEE TO REVIEW THE USE OF REVENUES COLLECTED PURSUANT TO ORDINANCE NO. 2,269 ("MEASURE P") AND SETTING FORTH TERMS, DUTIES AND GUIDELINES OF THE COMPTON TAXPAYERS COMMITTEE

WHEREAS, on June 7, 2016, Compton voters passed Measure P, a one-cent retail transactions and use tax ordinance to be administered by the State Board of Equalization; and

WHEREAS, on July 1, 2016, the Los Angeles County Registrar-Recorder/County Clerk certified the canvass of the election returns and the statement of votes cast; and

WHEREAS, on July 26, 2016, after receipt of the Los Angeles County Registrar-Recorder/County Clerk's certification of the election results, the City Council adopted Resolution No. 24,410, declaring the results of the June 7, 2016 election which showed the voters adoption of Ordinance No. 2,269 ("Measure P"); and

WHEREAS, Section 3-5.15 of Ordinance No. 2,269 directs the City Council to establish a Compton Taxpayers Committee to review the expenditure of the revenues collected pursuant to the ordinance; and

WHEREAS, the Compton Taxpayers Committee is to consist of at least five (5) members appointed by the City Council; and

WHEREAS, the members of the Compton Taxpayers Committee shall be residents in the City of Compton; and

WHEREAS, the terms of the Compton Taxpayers Committee and their specific duties shall be established by resolution of the City Council; and

WHEREAS, the City Council desires to form the Compton Taxpayers Committee, and establish the terms, duties and guidelines for the Compton Taxpayers Committee.

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

SECTION 1. The City Council hereby establishes a five (5) member oversight board called the Compton Taxpayers Committee, which shall be comprised of Compton residents and taxpayers.

SECTION 2. The term of office of the members of the Compton Taxpayers Committee shall be four (4) years.

SECTION 3. The City Council hereby approves the Compton Taxpayers Committee duties and guidelines as set forth in Exhibit "A" attached hereto.

SECTION 4. That a certified copy of this Resolution shall be filed in the office of the City Manager, City Attorney, City Controller and 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 ________________, 2017.

#6.

____
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 ____________________, 2017.

That said resolution was adapted 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

#6.

EXHIBIT "A"

COMPTON TAXPAYERS COMMITTEE DUTIES AND GUIDELINES

The City Council of the City of Compton hereby establishes the Compton Taxpayers Committee to review the expenditure of the revenues collected pursuant to the Measure P retail transactions and use tax, as well as report on the use of the funds.

Application/Recruitment Process:

The standard recruitment process that is used for all other existing City boards, commissions and committees will be utilized to conduct the recruitment of applications for the Compton Taxpayers Committee.

Powers and Duties:

The Compton Taxpayers Committee will ensure transparency and oversight of the expenditure of the revenues collected pursuant to Measure P. Enterprise and other funds generated independent of Measure P are outside the purview of the Compton Taxpayers Committee.

Compton Taxpayers Committee duties will consist of reviewing the annual independent audit (performed by an independent auditor on the Measure P generated revenue and expenses during the previous fiscal year), as well as reviewing any other City financial reports necessary to advise the City Council.

The duties of the Compton Taxpayers Committee do not include decision-making responsibilities regarding spending priorities, funding source decisions or financing plans. The Compton Taxpayers Committee serves in an advisory-only role to the City Council limited to a review of the expenditure of the Measure P revenue.

Qualifications for Appointment:

Compton residents interested in appointment to the 5-member Compton Taxpayers Committee must be residents at-large who meet the residency requirement below.

The residency requirement is defined as residents who live within the City limits of the City of Compton. Residency may be verified annually by the City Clerk's office through: (1) voter registration, or (2) utility bills (phone, water, cable).

Selection of Members:

The Compton Taxpayers Committee will consist of at least five (5) members appointed by the Council as follows:

Four (4) Committee members to represent each of the four (4) City Council Districts nominated by the district's Council member.

One (1) Committee member to represent the City at large, nominated by the Mayor.

Term of Service:

The terms of the Compton Taxpayers Committee members shall be for a period of four (4) years. The terms shall expire in a manner consistent with Charter Section 1002. Members serve at the pleasure of the City Council and may be removed, by motion of the City Council, adopted by at least three affirmative votes.

Meetings:

The Compton Taxpayers Committee will meet at least annually. Members are expected to attend all regular meetings. Failure of the Committee members to attend annually meeting(s) may result in removal from the Compton Taxpayers Committee, at the discretion of the City Council.

#6.

A quorum requirement for any meeting shall be a minimum of 3 members, where the Committee is a five member Committee. The vote of a majority of the entire membership shall be necessary for it to take action.

The Compton Taxpayers Committee will be subject to the provisions of the Ralph M. Brown Act. Meetings must be noticed and open to the public. Committee minutes and reports are a matter of public record, and may be posted on the City's website. Additional meetings may be scheduled as necessary. All Committee members shall attend training and orientation prior to the first regular Compton Taxpayer Committee meeting, including Brown Act training and AB 1234 Ethics Training.

Staff Liaison Appointment:

The City Manager and/or his designee will serve as staff liaison(s) to the Compton Taxpayers Committee. The liaison(s) will be responsible for providing relevant information to the Compton Taxpayers Committee, including the annual financial audit. The liaison(s) will prepare, post and distribute agendas and take minutes at each meeting. The liaison(s) will provide the minutes of the Committee's proceedings to the City Council and the public.

#7.

February 14, 2017

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: REQUEST FOR DOLLARHIDE COMMUNITY CENTER FACILITY FEE WAIVER FOR REPAST SERVICES FOR WILLIE JAMES

SUMMARY

The Parks and Recreation Department received a request to utilize the banquet room at the Dollarhide Community Center for a repast for Willie James. Mr. Willie James lost his battle with cancer on February 10, 2017 and was a City of Compton resident residing at 1812 West Esmeralda Street for over 60 years. The family has requested the use of the Dollarhide Community Center banquet room on Saturday, February 18, 2017 from 10:30 a.m. – 7:00 p.m. to support the family in their time of bereavement.

STATEMENT OF THE ISSUE

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 family has requested the following:

- Use of the Dollarhide Community Center banquet room on Saturday, February 18, 2017 for a repast service:
  - Time: 10:30 a.m. – 7:00 p.m.

FINANCIAL IMPACT

The costs to provide these services are as follows:

DEPARTMENT	COST
Dollarhide Community Center Facility Fees	
8.5 hours x $125.00/hour = $1,062.50	$1,062.50

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

Total **$1,062.50**

#7.

REQUEST FOR FEE WAIVER
FUNERAL SERVICES FOR
WILLIE JAMES
PAGE 2

RECOMMENDATION

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

CECIL W. RHAMBO, JR.
CITY MANAGER

WARRANTS APPROVED BY COUNCIL

Warrant #	Date	Name	Services Provided	Amount	Amount Paid Year to Date
238064	2/9/17	Mad Mac Foundation	For providing band for Mayor's Leadership Breakfast & Awards ceremony	$1,400.00	$5,200.93
Requested by City Manager					
238039	2/9/17	Fernando G Bedolla Hollywood Carpet	Removal and installation of roller shades and haul away debris	$1,501.30	$2,763.21
Requested by City Manager					
238058	2/9/17	Insight Public Sector INC	Computer equipment for Councilwoman McCoy	$2,250.29	$5,281.34
Requested by City Manager					
237986	2/2/17	Victor J Sanchez dba Sanchez Awards	Trophies for Christmas decoration contest 2016	$561.15	$1,569.29
Requested by: Code Enforcement					
238027	2/8/17	Donald H Maynor	Utility user legal services for City	$3,551.80	$9,814.96
Requested by: City Manager					

I hereby certify that the above demands in the amount of **$9,264.54** were approved at a regular meeting of the City Council and reject ________________ as of February 14, 2017.

________________ Council Member

________________ Council Member

________________ City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on February 14, 2017 allowed the above demands.

____
Alita Godwin
City Clerk

#8.

#8.

MAD MAC FOUNDATION

Invoice No:	508
Date:	February 2, 2017
Terms:	NET 0
Due Date:	February 2, 2017

Invoice

2023 N. LONG BEACH BLVD

COMPTON, CA 90222
909-203-8711

Bill To:
CITY OF COMPTON
205 S. Willowbrook Ave.
Compton, CA 90220
310-605-5688

Description	Quantity	Rate	Amount
Band for Mayors Breakfast	1	$1,400.00	$1,400.00*

Paid By	VN
V#	1000 79910
PO #	17-121058
A/C #	1001-40-0005-42049
A/C #	

(F)

Okay to Pay
2/8/17

* indicates non-taxable item

Subtotal	$1,400.00
Discount (0.00%)	$0.00
TAX (9.00%)	$0.00
Total	$1,400.00
Paid	$0.00
Balance Due	**$1,400.00**

Pay Now

Powered by Invoice2go

#8.

HOLLYWOOD CARPET, INC.

ESTIMATE

1501 E. Alondra Blvd.
Compton, CA 90221
Bus: (310) 537-6261
Fax: (310) 537-6266
LIC. #1020844

Date: January 19, 2017

Paid: JN
V#: 10008090
PO #: 17-01055
A/C #: 1001-51-0000-4249 (E)
A/C #:

To: **City of Compton General Services**
C/O Nebraska Jones
205 S. Willowbrook Ave.
Compton CA 90220

Phone: **(310) 605-5519**
Estimated By: **Fernando**
Start Date: **Pending**
Location: City Manager's Office
E-mail: njones@comptoncity.org

TERMS: Net 30

JOB DESCRIPTION

Remove existing roller shades and install 3 new Roller Shades Same Color as existing in the City Manager's office. Haul away debris.

Buyer understands that there may be a dye-lot variation from sample. Seller is not responsible for chips, dents, or condition of existing moldings, doorjambs or fixtures. One-month guarantee on labor in the installation **This estimate is valid for 30 days after estimate date shown above.**

ITEMIZED ESTIMATE

Roller Shades & Installation as stated above	
Quality: Innovation P2000 Series 3% Openness	$1,383.00
Color: White-Gray (P2005)	
Tax	$118.30
TOTAL ESTIMATED JOB COST	$1,501.30

This is an estimate only, not a contract for services. This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started.

Okay to Pay
2/6/17

McCoy

Page #8.

Insight PUBLIC SECTOR

INSIGHT PUBLIC SECTOR SLED
6820 S HARL AVE
TEMPE AZ 85283-4318
Tel: 800-467-4448

SOLD-TO PARTY 10927790

CITY MANAGER - COUNCIL
205 S WILLOWBROOK AVE
COMPTON CA 90220-3102

SHIP-TO PARTY

COMPTON IT DEPARTMENT
205 S WILLOWBROOK AVE
COMPTON CA 90220-3102

Quotation

Quotation Number	:	218613320
Document Date	:	19-JAN-2017
PO Number	:	
PO Release	:	
Sales Rep	:	Christopher Letsinger
Email	:	CHRISTOPHER.LETSINGER@INSIGHT.C
Telephone	:	8004674448

We deliver according to the following terms:

Payment Terms	:	Net 30 days
Ship Via	:	Insight Assigned Carrier/Ground
Terms of Delivery	:	FOB DESTINATION
Currency	:	USD

Material	Material Description	Quantity	Unit Price	Extended Price
W0R84UT#ABA	HP EliteBook Folio G1 - 12.5" - Core m7 6Y75 - 8 GB RAM - 256 GB SSD EWR Fee 5.00/EA OPEN MARKET	1	1,723.80	1,723.80
U1H15E	Electronic HP Care Pack Next Business Day Hardware Support - extended service agreement - 5 years - on-site OPEN MARKET	1	225.71	225.71
L9V77AA#ABA	HP UltraThin SE - mouse - Bluetooth 3.0 - red OPEN MARKET	1	48.74	48.74
P6N22AA	HP Executive Backpack notebook carrying backpack OPEN MARKET	1	55.00	55.00

Paid By	AN
V#	10008167
PO #	1701059
A/C #	1001-40-DC03-4218
A/C #	

(F)

Product Subtotal	1,827.54
Services Subtotal	225.71
EWR Fee	5.00
Freight	13.85
TAX	178.19
Total	2,250.29

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Christopher Letsinger
8004674448
CHRISTOPHER.LETSINGER@INSIGHT.COM
Fax 4807608104

Okay to Pay
AN 2/8/17

#8.

Sanchez Awards

11065 S. Atlantic Ave.
Lynwood, CA 90262

213-305-8627

sanchezawards@yahoo.com

INVOICE

DATE	INVOICE #
1-9-17	936

BILL TO:

City of Compton
Patricia Sweet
310 - 605-5500

SHIP TO:

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	Net 15					

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	
		Christmas Decoration Contest 2016		
3	PDU43211	1st Place	60.00	180.00
4	PDU43239	2nd Place	55.00	220.00
1	NAME	HOLDER 2X10 BLUE AND WHITE	18.00	18.00
4	Eng.		14.00	98.00
		SALES TAX	8.75%	$45.15
			TOTAL	$561.15

Paid By	AN
V#	10007103
PO #	1701024
A/C #	1001·67·0000·4249 (F)
A/C #	

#8.

maynor1@comcast.net

September 21, 2016

Invoice#: DHM 7488

Mr. Roel Briones
Acting City Controller
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

INVOICE

Utility Users Tax - Legal Services

Period Billed	Legal Services Fee
July through September 2016	$3.551.80
Total	**$3,551.80**

In accordance with the compensation terms of your current UTILITY USERS TAX/FRANCHISE COMPLIANCE AND REVENUE PROTECTION PROGRAM. This invoice represents the quarterly fixed fee for auditing, Geocoding and associated consulting services.

Please remit payment to:

Donald H. Maynor
A Professional Law Corporation
235 CATALPA DRIVE
ATHERTON, CA 94027

Ref. #: 7488

Paid By	AN
V#	10003941
PO#	17-00960 (2288.64) (F)
A/C #	1001-51-0000-4262
A/C	

17-01047 (1,263.16)

Okay to Pay