

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, April 10, 2018 5:30 PM

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. MARCH 20, 2018

REPORTS OF OFFICERS AND COMMISSIONS

CITY FIRE DEPARTMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR PAYMENT OF 2017-2018 DUES TO THE AREA E DISASTER MANAGEMENT AREA JOINT POWERS AUTHORITY (\$5,061)

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

3. POWER POINT PRESENTATION - PUBLIC WORKS DEPARTMENT UPDATE

CITY ATTORNEY'S REPORTS

CLOSED SESSION

4. CONFERENCE WITH LABOR NEGOTIATOR
Agency Negotiators:
Employee Organizations: AFSCME LOCAL 2325, COMPTON
FIREFIGHTERS LOCAL 2216, and Non-Represented Employees
Pursuant to California Government Code Section 54957.6

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

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING THE VETERANS AND AFFORDABLE HOUSING BOND ACT OF 2018 THAT WILL AUTHORIZE A \$3 BILLION GENERAL OBLIGATION BOND FOR AFFORDABLE HOUSING AND \$1 BILLION FOR VETERANS HOUSING
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING THE STATE OF CALIFORNIA PROPOSITION 69 AND IN OPPOSITION TO SB 1 REPEAL INITIATIVE
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR PROFESSIONAL SERVICES AGREEMENT WITH CENTEXT LEGAL SERVICES FOR PROVISION OF "AS-NEEDED" CERTIFIED SHORTHAND REPORTING AND TRANSCRIPTION SERVICES (\$25,000)
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH ONSOLVE, LLC FOR AN EMERGENCY TELEPHONE MASS NOTIFICATION SYSTEM FOR THE CITY (\$81,900)
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE FISCAL YEAR 2017-2018 BUDGET TO INCLUDE FUNDING FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENTS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NV5 FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE STREET REHABILITATION PROJECT (CDBG #13-01) (\$171,995)
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A DEMOLITION AGREEMENT WITH AND ISSUE A PURCHASE ORDER FOR PROGRESSIVE LAND CLEARING DBA THOMAS DEMOLITION FOR DEMOLITION OF STRUCTURES AT 1105 SOUTH ALAMEDA STREET (\$37,994.00)

APPROVAL OF WARRANTS

12. Warrant # 244413 - Date - 4/3/18 - Name - Rajinderpahl Singh Dhaliwal
Airline Tickets 4 Less - Services - Airline ticket to attend Legislative Action
Day - Amount - \$148.26 - Requested by: City Manager

Warrant # 244438 - Date - 4/3/18 - Name - MuniServices - Services - Utility
User Tax service fee - Amount - \$12,770.54 - Requested by: City Manager

Warrant # 244439 - Date - 4/3/18 - Name - National League of Cities -
Services - Annual Membership - Amount - \$7,251.00 - Requested by:
City Manager

Warrant # 244449 - Date - 4/3/18 - Name - Victor J Sanchez DBA Sanchez
Awards - Services - Plaques for various City events - Amount - \$1,102.50 -
Requested by: City Manager

Warrant # 244468 - Date - 4/3/18 - Name - Clarke Contracting Corp -
Services - Emergency sewer repair - Amount - \$36,599.14 - Requested
by: Public Works

Total Amount: 57,871.44

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, April 17, 2018 @ 5:30 PM.

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<http://www.comptoncity.org/officials/clerk/agendas/video.asp>*

MARCH 20, 2018

The Compton City Council meeting was called to order at 5:39 p.m. in the Council Chambers of City Hall by Mayor Pro Tem Tana McCoy. The Pledge of Allegiance and Moment of silence ceremonies were also led by Mayor Pro Tem Tana McCoy.

ROLL CALL

Council Members Present – Zurita, McCoy, Sharif

Council Members Absent – Galvan (Entered at 6:03 p.m.), Brown

Other Officials Present: C. Cornwell, A. Godwin, D. Sanders and C. Rhambo, Jr.

5:35 P.M. PUBLIC HEARING - TO DECLARE ITS INTENTION TO VACATE A SECTION OF EXCESS PUBLIC RIGHT-OF-WAY, LOCATED ON THE EAST SIDE OF NORTH MONA BOULEVARD ADJACENT TO 126 EAST ORIS STREET (STREET VACATION NO.17-01 (Item #5))

On motion by Zurita, seconded by Sharif, the hearing was open at 5:41 p.m. by the following vote on roll call:

AYES: Council Members - Zurita, Sharif, McCoy

NOES: Council Members - None

ABSENT: Council Members - Galvan, Brown

Robert Delgadillo, Planning Director, reported that this hearing is being conducted to consider the vacation of a section of excess public right-of-way located on the east side of North Mona Boulevard located between Oris Street and Mealy Street. The Planning and Economic Development Department received a request from an adjacent property owner to vacate a section of excess Public right-of-way, approximately 43 feet wide by 308 feet long, which has not been used for roadway purposes. The proposed public right-of-way vacation is connected to Conditional Use Permit Case No.17-033, a request to redevelop the area to be vacated along with the adjacent site located at 126 East Forest St., Compton, to redevelop a 4.37-acre site with a speculative industrial development.

Mr. Delgadillo further stated that the Planning Commission reviewed the proposed vacation for conformity with the City's General Plan, and declared that the proposed street vacation is in conformance with the goals and policies of the City of Compton's 2010 General Plan. The Public Works Department has determined that the area to be vacated is not necessary for any present or future public use and the vacation is in the public's best interest as it eliminates any maintenance costs and liabilities imposed on the City associated with the excess right away. In addition, the public utilities service providers were notified of the proposed vacation and have no objections to the vacation so long as easements for the public utilities are reserved from that vacation.

PUBLIC COMMENTS REGARDING THE HEARING

Lynn Boone, Compton resident, felt that the City should not be giving away land, in light of Compton's dismal financial outlook.

Mr. Delgadillo replied that this property will revert from a public domain right-of-way back to private ownership. Mr. Delgadillo further added that this is land taken from 126 Oris Street for a public right-of-way, however, there is no present or future use by the City; consequently, the property will revert back to the original site from which it was taken.

Benjamin Holifield, referenced the recent audit by the State Controller, and asserted that the City cannot afford to give anything away.

Mr. Earl, spoke against giving away land and building usage, noting that the City must begin to sell the land to increase City revenue.

#1.

Floyd Smith, spoke against the City and giving away land and indicated that the Council must make certain that the residents who pay the taxes receive proper benefits from any City transaction. Mr. Smith urged the Council to not give away valuable resources.

There being no further comments, It was moved by Zurita seconded by Sharif the hearing was closed at 5:49 p.m. by the following vote on roll call:

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

Councilwoman Zurita inquired as to whether this property is, in fact, being ‘given away’ as alleged by some of the audience comments.

Mr. Delgadillo replied that this is not a gift of land, and further explained that the property will revert back to the original site from which it was taken, and allow for its redevelopment.

Councilmember Sharif noted that the site is currently an ‘eyesore’ to the community and the vacation would allow for the development of the land.

Mr. Delgadillo noted that the land to be vacated is not necessary for any present or future public use and this vacation will serve in the public’s best interest as it will eliminate any maintenance costs for liabilities imposed on the city associated with this land. The City is simply returning land that was taken from the lot, and the development of this area will eliminate the unsightly blight at the location.

Councilmember McCoy questioned who is responsible for the clean-up of the lot.

Mr. Delgadillo replied that the City is currently responsible for the clean-up and maintenance of the site, however, once the property reverts back to the original owner, it will be developed and no longer a burden to the City.

City Attorney Craig Cornwell offered a correction per the Planning Department, that the following language... ” *described herein attached exhibit C and delineated on exhibit D*” should be added to the end Section 3, subsection D of the resolution.

- 5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE VACATION OF A SECTION OF EXCESS PUBLIC RIGHT- OF-WAY APPROXIMATELY 43 FEET BY 308 FEET, LOCATED ON THE EAST SIDE OF NORTH MONA BOULEVARD LOCATED ADJACENT TO 126 EAST ORIS STREET, IN COMPTON (STREET VACATION NO. 17-01)

On motion by Sharif, seconded by Zurita, **Resolution Number 24,751** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE VACATION OF A SECTION OF EXCESS PUBLIC RIGHT- OF-WAY APPROXIMATELY 43 FEET BY 308 FEET, LOCATED ON THE EAST SIDE OF NORTH MONA BOULEVARD LOCATED ADJACENT TO 126 EAST ORIS STREET, IN COMPTON (STREET VACATION NO. 17-01)**’ was adopted by the following vote on roll call:

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

COMMENDATORY RESOLUTIONS/PRESENTATIONS AND PROCLAMATIONS

- 1. **PROCLAMATION PROCLAIMING WOMEN'S HISTORY MONTH**
(Councilwoman Tana McCoy) **(Re-agendad)**

2. PROCLAMATION HONORING TOP LADIES OF DISTINCTION

(Councilwoman Tana McCoy) (Re-agenda)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Coach Davis, Compton resident, invited the Council and community to attend a community give back celebration for the youth to come and meet and greet Undefeated MMA Fighter Joey ‘Black Ice’ Davis. The event will be held March 29, 2018 at the YAL Center in Compton from 4 to 6 p.m.

DeJon Smith, Compton resident, addressed the City Council regarding the numerous potholes on his street (Saunders Street) and urged them to repair all City streets as quickly as possible.

Robert Ray, Red Cross Ambassador, announced that on Saturday, April 21, 2018, the American Red Cross will install free smoke alarms for Compton residents. Mr. Ray urged those wishing to have a smoke alarm installed in their homes to contact the American Red Cross at (562) 490-4027 or Jacmine.cureno@redcross.org and further added that the Red Cross is looking for individuals to assist with installation.

Richard Earl, Compton resident, addressed the Council and commented that Compton has some of the highest taxes and worst streets in the State. Mr. Earl further requested that the City repair the main streets and improve and revitalize the store fronts on Rosecrans Avenue, Compton Boulevard and Long Beach Blvd. He also noted that the water and air quality of the City are in very poor condition as well. Mr. Earl then concluded by asserting that the Mayor and Council were elected on the premise that they would repair the City streets.

Benjamin Holifield, President-Compton Business Chamber of Commerce, commented that the City should not give away land, as it belongs to the taxpayers. He also felt that the Council should not have parties or ‘giveaways’ as those funds could be used to improve the community. Mr. Holifield referenced the State’s recently completed City of Compton audit and urged the Council to improve the City’s finances by cutting out wasteful spending.

Marjorie Shipp, Compton resident, addressed the Council and declared that she appreciated the demeanor of the Council Members at the previous week’s meeting, adding that respect goes a long way. Ms. Shipp referenced the Los Angeles Times article of March 16, 2018 regarding the State Controller’s audit of the City and noted that of the 79 measures of internal accounting and administrative controls reviewed by the State Controller’s audit team, Compton was found deficient in 71. Ms. Shipp urged the Council to improve the City’s financial accountability by urging the Council and employees turn in their travel receipts and improve transparency and repair the streets as quickly as possible.

Sharon Johnson, Librarian Compton - L.A. County Library, announced that the Compton Library has a new program titled “*Book- a- Librarian.*” The program will be held from February 16 through April 27, 2018 every Friday from 10 a.m. to 1 p.m. and offers assistance with computer skills, setting up email accounts, resume preparation and other necessary life skills. Ms. Johnson also announced her retirement as a L. A. County Librarian for the last 36 years.

The City Council congratulated Ms. Johnson on her upcoming retirement and expressed their gratitude and appreciation for her dedicated service to the community.

Martha Barajas, Compton resident, addressed the City Council and invited the community to attend the Spring Wellness and Community Jubilee on Saturday, March 24, 2018 from 10 a.m. until 2 p.m. at Gonzales Park, 1101 West Cressey. Ms. Barajas noted that there will be health booths providing resources and health screenings along with important health information, food, clothing and entertainment for the entire family. Ms. Barajas informed the community that Congresswoman Nanette Barragan will be in attendance to address her constituents.

Maria Villareal, Latino Chamber of Commerce, announced that the Chamber will be hosting an Immigration workshop every Tuesday from 10 a.m. until 12 noon at the Latino Chamber of Commerce, 1023 N. Long Beach Blvd. Ms. Villareal cautioned resident regarding signing any documents and also informed them to evoke their 5th Amendment Rights under the Constitution.

#1.

Diana Mendel, Field Deputy for Assemblyman Mike Gipson, thanked Councilwoman Sharif for attending the recent Environmental Health workshop, adding that over 115 air purifiers were given away to Compton residents. Ms. Medel announced that Assemblyman Gipson in conjunction with the California Legislative Black Caucus is accepting applications for the Frederick M. Roberts College Scholarship. The application deadline is April 16, 2018 and she further urged interested high school seniors to call (916) 319-3868 for further information or visit: <http://blackcaucus.legislature.ca.gov>. Ms. Medel also noted that Assemblyman Gipson will also host a non-profit class on April 12, 2018 from 5:30 p.m. to 7:30 p.m. at the East Rancho Dominguez Library located at 4420 E. Rose Street, Compton. This class will be presented in collaboration with the Legal Aid Foundation of Los Angeles and will provide instruction on how to start a non-profit organization. Ms. Medel urged those interested in the class to contact her at Diana.medel@asm.ca.gov or call (310) 423-6409 for registration information.

Joyce Kelly, Compton resident, addressed the Council and stated that the City should be selling property, rather than giving it away. Ms. Kelly suggested that in an effort to cut spending, the Council should get rid of their individual liaisons, as only one is needed for the entire Council. Ms. Kelly praised City Manager Rhambo for his dedicated work and urged him to check to see if the various board members and commissioners actually reside in Compton as required by the bylaws.

Floyd Smith, Compton resident, spoke before the Body regarding concerns he has for the City finances, noting that the Council should be more prudent with the taxpayer funds. Mr. Smith also spoke in favor of term limits for the Councilmembers.

Tracey Johnson, Compton resident, stated that she is a new homeowner in Compton and complained about the couches, chairs and other debris being dumped around the City. Ms. Johnson also complained about a large pothole in front of her driveway at 1502 W. Piru Street, and requested that missing street signs be replaced.

Lynn Boone, Compton resident, addressed the Council and noted that she had located a resolution containing a plan providing for the replacement of street signs, however, no signs have been bought. Ms. Boone commented that at the last City Council meeting, she and Ms. Kelly were not allowed to speak. Ms. Boone expressed her opinion that the Mayor's office move to the Transit Center is illegal as that building belongs to the people.

1. PROCLAMATION PROCLAIMING MARCH 2018 AS AMERICAN RED CROSS MONTH (Emma Sharif)

The City Council presented a proclamation to the American Red Cross declaring March 2018 as *American Red Cross Wellness Month* and called on all Americans to make donations, volunteer services or give blood to assist the American Red Cross. The Red Cross provides food, shelter and a host of services to those in need.

American Red Cross Director Margaret Madonna accepted the proclamation and thanked the City Council for recognizing their great partnership with Compton. Ms. Madonna noted that more than 1,000 smoke alarms have been installed in the City, free of charge to the residents. Installed more than 1,000 smoke alarm. Ms. Madonna urged everyone to volunteer with the Red Cross by calling (562)490-4000 or visiting the website: redcross.org.

CONSENT AGENDA

APPROVAL OF MINUTES

2. FEBRUARY 27, 2018

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

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

END CONSENT AGENDA

REGULAR AGENDA

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

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ESTABLISH A PURCHASE ORDER FOR ASHLEY SANELLO, M.D. FOR SERVICES AS MEDICAL DIRECTOR OF EMERGENCY MEDICAL SERVICES FOR THE CITY OF COMPTON FIRE DEPARTMENT (\$51,000)

On motion by Sharif, seconded by Zurita, **Resolution Number 24,752** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ESTABLISH A PURCHASE ORDER FOR ASHLEY SANELLO, M.D. FOR SERVICES AS MEDICAL DIRECTOR OF EMERGENCY MEDICAL SERVICES FOR THE CITY OF COMPTON FIRE DEPARTMENT**’ was adopted by the following vote on roll call:

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

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE LOCAL HOUSING AUTHORITY'S 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS (\$113,000)

On motion by Zurita, seconded by Sharif, **Resolution Number 24,753** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE LOCAL HOUSING AUTHORITY'S 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS**’ was adopted by the following vote on roll call:

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

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2017-2018 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE \$55,669 IN FUNDS FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUND AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2014-2015

On motion by Zurita, seconded by Sharif, **Resolution Number 24,754** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2017-2018 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE \$55,669 IN FUNDS FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUND AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2014-2015**’ was adopted by the following vote on roll call:

#1.

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

APPROVAL OF WARRANTS

9. Warrant # 244214 - Date - 3/15/18 - Name - Federal Express Corp - Services - Delivery service for confidential documents - Amount - \$65.49 - Requested by: Fire
Warrant # 244218 - Date - 3/15/18 - Name - Tonnie Turner - Services -

Commission for Women luncheon - Amount - \$2,000.00 - Requested by: City Manager

Total Amount: \$2,065.49

On motion by Zurita, seconded by Sharif, the above warrants were approved by the following vote roll call:

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

10. Warrant # 244190 - Date - 3/13/18 - Name - Sonsray Machinery LLC - Services - Emergency repair of case loader - Amount - \$6,791.50 - Requested by: Public Works
(Not approved)

Warrant # 244210 - Date - 3/13/18 - Name - Willdan Financial Services - Services - Lighting & Landscape and Sewer charges annual district administration fees - Amount - \$16,450.00 - Requested by: Public Works (Not Approved)

Warrant # 244143 - Date - 3/13/18 - Name - Evan Brooks Associates Inc. - Services - Consultation for transportation, engineering, and transit oriented development - Amount - \$11,597.75 - Requested by: Public Works Warrant # 244154 - Date - 3/13/18 - Name - Humble Communications Inc. - Services - Installation of connection cables at Fire Station # 3 - Amount - \$1,805.97 - Requested by: General Services

On motion by Sharif, seconded by Zurita, warrant number 244143 was approved by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson Galvan offered the following communications/announcements:

- Requested a legal opinion regarding whether the City Manager may be authorized to oversee the employees of an elected official

City Attorney Craig Cornwell reported that while the City Manager is responsible for the administrative system, the employees of elected officials are under the domain of the elected official.

- Commented that the Council members are making great strides to be better stewards of the residents’ funds and trust even before the State audit.
- Reported that he recently attended a conference whereby he spoke with Senator Diane Feinstein and Representative Nannette Barragan and discussed quality of life issues with the legislators and lobbied for funds to improve the City of Compton.

- Invited everyone to attend his 5th Annual Easter Basket Giveaway on Saturday, March 31, 2018 from 10 a.m. to 2 p.m. at Wilson Park, 123 N. Rose Avenue, Compton.

Councilperson Zurita offered the following communications/announcements:

- Requested that the City Manager develop a City Travel Policy whereby individuals wishing to travel for City business must first receive City Council approval.
- Commented that she promote ‘give backs’ to the community that she serves.
- Invited the community to her Spring Wellness and Community Day Jubilee which will be held March 24, 2018 from 10 a.m. until 2 p.m. at Gonzales Park, 1101 Cressey Street. This event will be in conjunction with the CUSD, YAL and other sponsors. Free food, clothing, entertainment and health screenings will be provided.
- Expressed her appreciation to the community for addressing the Council regarding the City’s finances, and further adding that the City Treasurer’s Staff members that count City cash should be rotated every 60 days. Zurita then noted that the City must present various crucial safeguards to protect the public funds from future embezzlement.

Councilperson Sharif offered the following communications/announcements:

- Thanked the City Manager and Staff for the new street signs that have been installed around the City.
- Requested that the old street pole bannister flags be replaced with ‘Shop Compton’ banners.
- Invited the community to attend the 4th District Business Round Table event on April 25, 2018 from 10 a.m. to 12 noon at the Dollarhide Community Center. Come network with local businesses, meet law enforcement and City staff. Ms. Allison Phillips will be the guest speaker.

Mayor Pro Tem McCoy offered the following communications/announcements:

- Invited everyone to attend her District 3 Town Hall Meeting on April 12, 2018 beginning at 6 p.m. at Burrell-McDonald Park, 2516 W. Alondra Blvd., Compton. The Sherriff’s Department will be present to address crime statistics and district concerns.
- Announced that the next Compton Creek Clean-up will be on April 21, 2018 starting at 417 West Alondra at 8:00 a.m.
- Commented that the recent audit suggested that the City update their policies, procedures and guidelines. She further requested that the City Manager present a power point of all policies and procedures and make certain that each employee adheres to the guidelines.
- Adjourn in memory of **Billie Marie Irons, Thomas Petit, Melvin Wyatt, Lottie Lewis, Joaquin Avila and Elinor Curry Jenkins**

(Councilman Galvan left the meeting at 7:59 p.m.)

ADJOURNMENT

On motion by Zurita, seconded by Sharif, the meeting was adjourned in memory of **Billie Marie Irons, Thomas Petit, Melvin Wyatt, Lottie Lewis, Joaquin Avila** and **Elinor Curry Jenkins** at 8:01p.m. by the following vote on roll call:

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

CITY CLERK OF THE CITY OF COMPTON	MAYOR OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR PAYMENT OF 2017-2018 DUES TO THE AREA E DISASTER MANAGEMENT AREA JOINT POWERS AUTHORITY (\$5,061)

Ronerick Simpson
DEPARTMENT MANAGER’S SIGNATURE

3/27/2018 8:49:10 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

4/2/2018 1:03:26 PM
DATE

Rafaela King
CITY CONTROLLER

3/30/2018 9:36:58 AM
DATE

Cecil Rhambo
CITY MANAGER

3/28/2018 9:58:33 AM
DATE

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

April 10, 2018

TO: MAYOR AND COUNCIL MEMBERS

**FROM: RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR PAYMENT OF
2017-2018 DUES TO THE AREA E DISASTER MANAGEMENT AREA JOINT
POWERS AUTHORITY (\$5,061)**

SUMMARY

Adoption of the attached resolution authorizes the City Manager to issue a purchase order in the amount of Five Thousand Sixty One Dollars (\$5,061.00) for payment of the City's 2017-2018 dues to the Area E Disaster Management Area Joint Powers Authority.

BACKGROUND

The State of California has adopted the Standardized Emergency Management System ("SEMS") pursuant to Title 19, Division 2 of the State's Code of Regulations, which requires all local governments within a county geographic area to be organized into a single Operational Area. In accordance with SEMS, the Board of Supervisors of Los Angeles established the Los Angeles County Operational Area ("Operational Area") on July 5, 1995. There have been established Disaster Management Areas (previously known as "Civil Defense Areas") within the Los Angeles County Operational Area, each having a Disaster Management Area Coordinator who serves as a representative on the Operational Area Advisory Board to facilitate communication between the cities and the Operational Area. Coordinating the efforts of the cities within Los Angeles County enables the Los Angeles County Operational Area to accomplish the objectives of SEMS by promoting greater efficiencies in disaster management, planning, training, and preparedness.

STATEMENT OF ISSUE

In or about December 1998, the City became a member of the Disaster Management Area "E" when the City entered into the Area E Joint Powers Agreement with the Area E Disaster Management Joint Powers Authority, to provide for inter-agency cooperation in major natural or man-made disasters. As a member the City is required to pay the annual dues to remain in good standing and receive the benefits and support of Area E and the Disaster Management Area Coordinator. Membership provides support, resources and information for the City's Office of Emergency Management.

FINANCIAL IMPACT

The City's dues for 2017-2018 are \$5,061.00. Funds for this expenditure are available in the Fire Department's Budget FY 2017-2018, Account Number 1001-690-000-4219.

#2.

Staff Report – Resolution Authorizing P.O.
Area E Disaster Management Joint Powers Authority
April 10, 2018, page 2

RECOMMENDATION

It is recommended that Council adopt the attached Resolution.

**RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE 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 ISSUANCE OF A PURCHASE ORDER FOR PAYMENT
OF 2017-2018 DUES TO THE AREA E DISASTER MANAGEMENT AREA
JOINT POWERS AUTHORITY (\$5,061)

WHEREAS, the State of California has adopted the Standardized Emergency management System (“SEMS”) pursuant to Title 19, Division 2 of the State’s Code of Regulations, which requires all local governments within a county geographic area to be organized into a single Operational Area; and

WHEREAS, coordinating the efforts of the cities within Los Angeles County enables the Los Angeles County Operational Area to accomplish the objectives of SEMS by promoting greater efficiencies in disaster management, planning, training, and preparedness. In accordance with SEMS, the Board of Supervisors of Los Angeles established the Los Angeles County Operational Area (“Operational Area”) on July 5, 1995, with the County of Los Angeles serving as the lead agency of Los Angeles County Operational Area; and

WHEREAS, in or about December 1998, the City became a member of the Disaster Management Area “E” when the City entered into the Area E Joint Powers Agreement with the Area E Disaster Management Joint Powers Authority, to provide for inter-agency cooperation in major natural or man-made disasters; and

WHEREAS, as a member, the City is required to pay annual dues to remain in good standing and receive the benefits, support, resources and information for the City’s Office of Emergency Management of Area E and the Disaster Management Area Coordinator; and

WHEREAS, the City’s dues for 2017-2018 are \$5,061.00. Funds for this expenditure are available in the Fire Department’s Budget FY 2017-2018.

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

SECTION 1. That the City Manager is authorized to issue a purchase order in the amount of Five Thousand Sixty One Dollars (\$5,061.00) for payment of the City’s 2017-2018 membership to Area E Disaster Management Joint Powers Authority.

SECTION 2. That funds for this expenditure are available in the Fire Department’s Fiscal Year 2017-2018 budget in Account No. 1001-690-000-4219.

SECTION 3. That a copy of this Resolution shall be filed with the City Manager, City Controller and Fire Department.

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

ADOPTED this _____ day of _____, 2018.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
Page 2

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 _____, 2018.

That the 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

April 10, 2018

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING THE VETERANS AND AFFORDABLE HOUSING BOND ACT OF 2018 THAT WILL AUTHORIZE A \$3 BILLION GENERAL OBLIGATION BOND FOR AFFORDABLE HOUSING AND \$1 BILLION FOR VETERANS HOUSING

SUMMARY

In an effort to fund affordable housing programs and infrastructure projects, the California Veterans and Affordable Housing Bond Act of 2018 will authorize a \$3 billion general obligation bond for affordable housing and \$1 billion for Veterans housing.

BACKGROUND

Cities are in great need of assistance now that Proposition 46 and Proposition 1C funds have been allocated, the \$1.5 billion in annual redevelopment funding has been eliminated, and federal investments in critical housing programs have been slashed 50-77% from 2005 to 2015. The lack of construction in the private housing market has resulted in increasing rents and home prices well above the national average, while also playing a role in the state's homelessness population, which climbed to 116,000 after years of progress.

STATEMENT OF THE ISSUE

Compton is a city that actively faces a lack of affordable housing and a growing homeless population. SB-3 would help mitigate these problems by infusing \$4 billion into the affordable housing market and bridging the large funding gap currently in existence. This ballot measure was placed on the 2018 ballot by the California legislature and would be another stepping stone towards reducing our homeless population.

FISCAL IMPACT

There is no fiscal impact to the City to support this resolution.

RECOMMENDATION

Staff has no recommendation.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING THE VETERANS AND AFFORDABLE HOUSING BOND ACT OF 2018 THAT WILL AUTHORIZE A \$3 BILLION GENERAL OBLIGATION BOND FOR AFFORDABLE HOUSING AND \$1 BILLION FOR VETERANS HOUSING

WHEREAS, housing affordability is an urgent issue facing many communities in California, where a majority of renters (3 million households) pay more than 30 percent of their income toward rent and nearly one-third (over 1.5 million households) spend more than 50 percent of their income on rent; and

WHEREAS, the housing crisis is a contributing factor to homelessness in our communities; and

WHEREAS, California’s homeownership rates are at the lowest point since the 1940’s; and

WHEREAS, recent housing production levels are about half of pre-recession levels (roughly 200,000 per year) and are far short of the state’s projected housing need for 180,000 new homes per year; and

WHEREAS, the proceeds from the 2006 housing bond that helped create and preserve affordable apartments, urban infill infrastructure, and single-family homes have been expended; and

WHEREAS, even though federal funding for affordable housing comprises a significant portion of California’s resources to support affordable housing, federal spending has been on the decline in recent years; and

WHEREAS, between 2003 and 2015, Community Development Block Grant (CDBG) and HOME funds allocated to California by the U.S. Department of Housing and Urban Development (HUD) to produce affordable housing units have declined by 51 percent and 66 percent respectively; and

WHEREAS, last year the Legislature passed and Governor Brown signed SB 3 (Beall), which placed the \$4 billion Veterans and Affordable Housing Bond Act on the November 6, 2018 general election ballot; and

WHEREAS, the Veterans and Affordable Housing Bond Act will provide funding to support multifamily housing, higher density housing near transit, infill infrastructure, farmworker housing, first-time homebuyer assistance, and veteran home loans.

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

Section 1. That the City of Compton hereby supports the Veterans and Affordable Housing Bond Act on the November 6, 2018 ballot to infuse much needed funding to support important affordable housing projects and spur housing construction statewide.

Section 2. That the City of Compton supports and can be listed as a member of the Affordable Housing Now coalition.

Section 3. That a copy of this Resolution shall be filed in the offices of the City Attorney and City Manager.

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

RESOLUTION NO. _____

Page 2

ADOPTED this _____ day of _____, 2018.

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 _____, 2018.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING THE VETERANS AND AFFORDABLE HOUSING BOND ACT OF 2018 THAT WILL AUTHORIZE A \$3 BILLION GENERAL OBLIGATION BOND FOR AFFORDABLE HOUSING AND \$1 BILLION FOR VETERANS HOUSING

Laurence Adams
DEPARTMENT MANAGER’S SIGNATURE

4/2/2018 9:35:23 AM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

4/5/2018 10:22:22 AM
DATE

Rafaela King
CITY CONTROLLER

4/4/2018 9:56:49 AM
DATE

Cecil Rhambo
CITY MANAGER

4/3/2018 11:28:23 AM
DATE

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

April 10, 2018

TO: MAYOR AND COUNCIL MEMBERS

FROM: CECIL W. RHAMBO, JR., CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING THE STATE OF CALIFORNIA PROPOSITION 69 AND IN OPPOSITION TO SB 1 REPEAL INITIATIVE

SUMMARY

The League of California Cities (League) is currently reviewing initiatives qualified to appear on the State June 5, 2018 ballot. The League has requested that the City of Compton formally support Proposition 69 (Transportation Funding Protections) and to oppose efforts to repeal California Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017, which infuses \$5.2 billion/year to local streets and roads, highways and transit systems.

BACKGROUND

Proposition 69 (ACA 5, Frazier) was part of the agreement to secure passage of SB 1 by prohibiting the legislature from raiding, borrowing, or diverting any new SB 1 revenues and ensuring these funds can only be used for transportation purposes. The League and the Fix Our Roads coalition is opposed to current efforts to qualify an SB 1 repeal measure on the November ballot (Initiative 17-0033). The proposal would not only repeal billions of dollars for transportation improvement funds but would also require that any future fuel tax or transportation fees be approved by a statewide vote of the electorate.

STATEMENT OF THE ISSUE

The League of California Cities has put forward a proposal regarding Proposition 69 and the SB 1 Repeal Initiative 17-0033, both of which will appear on the June 5, 2018 California Statewide Direct Primary ballot.

FINANCIAL IMPACT

There is no direct financial impact with supporting Proposition 69 and opposing the SB 1 Repeal Initiative; passage of Proposition 69 would ensure that SB 1 revenues would only be used for transportation purposes. If SB 1 were repealed by the passage of Initiative 17-0033 the City would lose \$28,917,000 of State transportation funds that it would have received over a ten year period.

RECOMMENDATION

Staff has no recommendation.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COMPTON SUPPORTING THE STATE OF
CALIFORNIA PROPOSITION 69 AND IN OPPOSITION TO
SB 1 REPEAL INITIATIVE**

WHEREAS, California’s cities, counties and transportation agencies face a statewide backlog of over \$130 billion in needed funds to make transportation infrastructure improvements; and

WHEREAS, the City of Compton is engaged in an ambitious plan to repair or replace its vital streets and roads that have a tremendous impact on the City’s economic growth, prosperity and costs of transportation for its residents; and

WHEREAS, “The Road Repair and Accountability Act” (SB 1 – Beall) passed by the Legislature and signed by the Governor last year will raise \$5 billion annually in long-term, dedicated transportation funding to make road safety improvements, fill potholes and repair local streets, highways, bridges and overpasses, with the revenues split equally between state and local government projects; and

WHEREAS, SB 1 provides critically-needed funding in the city of Compton that will be used for:

- Street Preservation
- Roadside Maintenance
- Periodic Roadway Maintenance
- Preventive Treatments
- Street Rehabilitation
- Roadway Upgrading, and

WHEREAS, SB 1 contains strong accountability provisions to streamline projects by cutting bureaucratic redundancies and red tape to ensure transportation funds are spent efficiently and effectively, while also establishing the independent office of Transportation Inspector General to perform audits, improve efficiency and increase transparency; and

WHEREAS, Proposition 69 on the June 2018 ballot would add additional accountability for taxpayers by preventing the State Legislature from diverting or raiding any new transportation revenues for non-transportation improvement purposes; and

WHEREAS, there is also a proposed ballot measure aimed for the November 2018 ballot (Attorney General #17-0033) that would repeal the new transportation revenues provided by SB 1 and make it more difficult to increase funding for state and local transportation improvements in the future; and

WHEREAS, this proposed November proposition would divert \$2,891,700 annually dedicated to the City of Compton, and halt critical investments in future transportation improvement projects in our community.

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

Section 1. That the City of Compton hereby supports Proposition 69, the June 2018 constitutional amendment to prevent new transportation funds diverted for non-transportation purposes.

Section 2. That the City of Compton hereby opposes the proposed November ballot proposition (Attorney General #17-0033) that would repeal the new transportation funds and make it more difficult to raise state and local transportation funds in the future.

Section 3. That the City of Compton supports and can be listed as a member of the Coalition to Protect Local Transportation Improvements, a diverse coalition of local government, business, labor, transportation and other organizations throughout the state, in support of Proposition 69 and opposing the repeal of SB 1.

Section 4. That a copy of this Resolution shall be filed in the offices of the City Attorney, City Manager, and the City Clerk.

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

ADOPTED this _____ day of _____, 2018.

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 _____, 2018.

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

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING THE STATE OF CALIFORNIA PROPOSITION 69 AND IN OPPOSITION TO SB 1 REPEAL INITIATIVE

Cecil Rhambo
DEPARTMENT MANAGER’S SIGNATURE

4/3/2018 11:34:54 AM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

4/6/2018 12:56:20 PM
DATE

Rafaela King
CITY CONTROLLER

4/5/2018 6:12:52 PM
DATE

Cecil Rhambo
CITY MANAGER

4/5/2018 5:24:22 PM
DATE

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

April 10, 2018

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR PROFESSIONAL SERVICES AGREEMENT WITH CENTEXT LEGAL SERVICES FOR PROVISION OF "AS-NEEDED" CERTIFIED SHORTHAND REPORTING AND TRANSCRIPTION SERVICES (\$25,000)

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into a three (3) year (i.e. ending June 30, 2020) professional services agreement with Context Legal Services for provision of "as-needed" certified shorthand and transcription services for meetings conducted by the City's Personnel Board, Planning Commission and administrative hearings conducted by the State Office of Administrative Hearings. Additionally, the establishment of a Twenty Five Thousand Dollars (\$25,000.00) purchase order will be authorized for services that are rendered during the first (1st) year of the agreement, with funding needed for the remaining two (2) years of the agreement to be appropriated in future City budgets.

BACKGROUND

City of Compton Personnel Board:

The Personnel Board ("Board"); a City Charter established body; serves an essential role in the City of Compton. Pursuant to Section 1010 of the City Charter, the Board has the duty and power to: recommending to City Council the adoption, amendment or repeal of Civil Service rules and regulations; conduct hearing appeals of any persons in the Classified Service relative to any suspension, demotion or dismissal; and, hold hearings and making recommendations to the City Council on the adoption or revision of the City's Position Classification Plan.

The Human Resources Department has utilized certified shorthand reporting and transcription services provided by Demery Gillam and Associates ("Demery Gillam") for Board meetings and appeal hearings; however, the agreement with Demery Gillam expired in 2017.

City of Compton Planning Commission:

The City's Planning Commission ("Commission"); also established by the City Charter; serves an important role in the City of Compton. Pursuant to Section 1008 of the City Charter, the Commission has the duty and power to: recommend to City Council the adoption, amendment, or repeal of the City's General Plan or any part thereof for the physical development of the City; and, exercise such functions with respect to land subdivisions, planning, and zoning as maybe prescribed by ordinance.

The Commission has historically utilized City staff and technology to document and record minutes and audience comments at meetings and hearings.

State of California, Office of Administrative Hearings (OAH):

On October 7, 2014, the City Council adopted Resolution No. 24,027, authorizing a five (5) year agreement with the State of California, Office of Administrative Hearings ("OAH") to provide; when needed or required; administrative hearings, mediations, dispute resolutions and appeal process services to the City.

While many of the various administrative hearing and appeals processes required to be provided by the City may currently be conducted by a designated City employee or City-appointed Board or Commission, there are a number of situations wherein the use of internally designated hearing officers may be legally prohibited or inefficient relative to time and costs. The OAH conducts a variety of proceedings for local agencies; including but not limited to various types of administrative hearings, including personnel and disciplinary matters; mediations; arbitrations, including labor issues; and other dispute resolution processes.

STATEMENT OF ISSUE

Personnel Board:

During the Board meetings, the Human Resources Director, who serves as the Personnel Board's Clerk, has the role of reporting to the Board matters regarding Classified Service, certify eligible lists and be available to address and respond to the various needs and concerns of the Board and audience. It is difficult to accomplish the tasks of the Personnel Board's Clerk and take minutes of the Board meeting simultaneously; therefore, the Human Resources Department has historically utilized the services of certified shorthand reporters, including Demery Gillam, to provide reporting and transcription services for the Board's meetings and hearings.

**Staff Report – Resolution Authorizing 3-Year Agreement
Centext Legal Services/("As-Needed") Certified Shorthand
Reporting and Transcription Services
April 10, 2018, page 3 of 5**

There are numerous recommendations made by the Board members during Board meetings that affect the City's Classified Service and Classification Plan that requires accurate documentation. The City also anticipates that several employee hearings will be heard before the Board, which requires a certified court reporter to record and transcribe the hearings. Additionally, staff has audio recordings from previous Board meetings that will need to be transcribed and ultimately presented to the Board for approval.

Planning Commission:

The Commission conducts noticed public hearings, considers facts presented by the staff and the public, and makes findings that may either grant or deny applications for General Plan amendments, Specific Plans, zoning amendments, Development Plans, conditional use permits and variances. Accurately recording, documenting and transcribing handwritten notes of the meetings and hearings of the Commission is an overwhelming task for a City staff member to perform. Employing a certified shorthand reporter services will provide trained and professional individuals who can consistently appear at Commission meeting and provide a verbatim transcript of the meeting from start to finish.

State of California, Office of Administrative Hearings (OAH):

The current contract with the OAH provides an expedient and cost-savings process for resolution of disputes when use of the City's internal hearing and appeal processes is unavailable, prohibited, costly or less expeditious. The use of a certified shorthand reporter service to be present and accurately document the proceedings is vital.

Staff solicited quotes from multiple vendors, including Demery Gillam, for provision of certified shorthand reporters and transcription services; on an "as-needed" basis; for Personnel Board meetings and hearings; Planning Commission meetings and hearings; and, for administrative hearings conducted by the OAH. The table below identifies the responding vendors and the rates quoted.

#7.

**Staff Report – Resolution Authorizing 3-Year Agreement
Centext Legal Services/("As-Needed") Certified Shorthand
Reporting and Transcription Services
April 10, 2018, page 4 of 5**

		Centext Legal Services	Atkinson Baker Court Reporters	US Legal Support
Personnel Board & Planning Commission Meetings (evening)	Per Diem Half Day (0-3 hours in the evening)	\$400.00	\$200.00	\$400.00
	Per Diem Full Day (over 3 hours in the evening)	\$600.00	\$350.00	\$750.00
	After Hours Fee	N/A	\$70 per hour	N/A
	Rough Transcript (Per Page)	\$2.75	\$9.00	\$1.50*
Audio Transcription Services	Hourly	\$45.00	N/A	\$25.00
	Page Rate	\$5.00	\$5.50 (\$200 Minimum)	\$4.00
Employee Appeal & OAH Hearings	Per Diem Half Day (0-3 hours in the day)	\$250.00	\$200.00	\$400.00
	Per Diem Full Day (over 3 hours in the day)	\$400.00	\$350.00	\$750.00
	Certified Transcript (Per Page)	\$4.95	\$5.95	\$5.25

**requires purchase of a certified transcript at an additional \$5.25 per page*

Each vendor that submitted a proposal is qualified and has the necessary expertise and ability to perform the tasks requested. Although Atkinson Baker Court Reporter's fees appear to be lower for transcription and reporting at hearings, it may cost the City more to use them because they require a minimum order for transcription and charge a per hour fee for evenings in addition to their per diem fee.

Consequently, Centext Legal Services, taking all pertinent fees into consideration, will cost the City less than the other two competitors. Centext Legal Services (formerly Paulson Reporting Services) is a full service court reporting company and has been in business for nearly 30 years. Their current and past partnerships with municipalities include the County of Los Angeles, Los Angeles District Attorney's Office, City of San Francisco, City of Oceanside, City of Riverside and the City of San Diego. Accordingly, staff is recommending that the City enter into an agreement with Centext Legal Services because they will be lower in price overall and have the requisite experience and capacity to perform the services needed.

Staff Report – Resolution Authorizing 3-Year Agreement
 Centext Legal Services/("As-Needed") Certified Shorthand
 Reporting and Transcription Services
 April 10, 2018, page 5 of 5

FISCAL IMPACT

Funds in the amount of Twenty Five Thousand Dollars (\$25,000.00) for payment of services rendered "as-needed" during the first (1st) fiscal year (i.e. ending June 30, 2018) of the proposed three (3) year agreement are available in the Fiscal Year 2017-2018 budget in the following account:

<u>Department</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>
City Attorney	1001-420-000-4262	Other Professional Services	\$25,000

Funding for expenditures made for these services during the remaining two (2) years of the agreement will be appropriated in future City budgets.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY ATTORNEY

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 THREE (3) YEAR
PROFESSIONAL SERVICES AGREEMENT WITH CENTEXT LEGAL
SERVICES FOR PROVISION OF “AS-NEEDED” CERTIFIED SHORTHAND
REPORTING AND TRANSCRIPTION SERVICES (\$25,000)**

WHEREAS, the Compton Personnel Board (“Board”); a City Charter established body; serves an essential role in the City of Compton in that pursuant to Section 1010 of the City Charter, the Board has the duty and power to: recommend to City Council the adoption, amendment or repeal of Civil Service rules and regulations; conduct hearing appeals of any persons in the Classified Service relative to any suspension, demotion or dismissal; and, hold hearings and make recommendations to the City Council on the adoption or revision of the City’s Position Classification Plan; and

WHEREAS, during the Board meetings, the Human Resources Director, who serves as the Personnel Board’s Clerk, has the role of reporting to the Board matters regarding Classified Service, certify eligible lists and be available to address and respond to the various needs and concerns of the Board and audience making it difficult to accomplish the tasks of the Personnel Board’s Clerk and take minutes of the Board meeting simultaneously; therefore the Human Resources Department has historically utilized the services of certified shorthand reporters to provide reporting and transcription services for the Board’s meetings and hearings; and

WHEREAS, the Compton Planning Commission (“Commission”); also established by the City Charter; serves an important role in the City of Compton in that pursuant to Section 1008 of the City Charter, the Commission has the duty and power to: recommend to City Council the adoption, amendment, or repeal of the City’s General Plan or any part thereof for the physical development of the City; and, exercise such functions with respect to land subdivisions, planning, and zoning as maybe prescribed by ordinance; and

WHEREAS, the Commission conducts noticed public hearings, considers facts presented by the staff and the public, and makes findings that may either grant or deny applications for General Plan amendments, Specific Plans, zoning amendments, Development Plans, conditional use permits and variances; thus, accurately recording, documenting and transcribing handwritten notes of the meetings and hearings of the Commission is an overwhelming task for a City staff member to perform; and

WHEREAS, employing a certified shorthand reporter services will provide trained and professional individuals who can consistently appear at Board and Commission meetings and hearing and provide a verbatim transcript of the proceedings from start to finish; and

WHEREAS, on October 7, 2014, the City Council adopted Resolution No. 24,027, authorizing a five (5) year agreement with the State of California, Office of Administrative Hearings (“OAH”) to provide; when needed or required; administrative hearings, mediations, dispute resolutions and appeal process services to the City; and

WHEREAS, the current contract with the OAH provides an expedient and cost-savings process for resolution of disputes when use of the City’s internal hearing and appeal processes is unavailable, prohibited, costly or less expeditious. The use of a certified shorthand reporter service to be present and accurately document the proceedings is vital; and

WHEREAS, staff solicited quotes from multiple vendors for provision of certified shorthand reporters and transcription services; on an “as-needed” basis; for Personnel Board meetings and hearings; Planning Commission meetings and hearings; and, for administrative hearings conducted by the OAH; and

WHEREAS, the table below identifies the responding vendors and the rates quoted:

		Centext Legal Services	Atkinson Baker Court Reporters	US Legal Support
Personnel Board & Planning Commission Meetings (evening)	Per Diem Half Day (0-3 hours in the evening)	\$400.00	\$200.00	\$400.00
	Per Diem Full Day (over 3 hours in the evening)	\$600.00	\$350.00	\$750.00
	After Hours Fee	N/A	\$70 per hour	N/A
	Rough Transcript (Per Page)	\$2.75	\$9.00	\$1.50*
Audio Transcription Services	Hourly	\$45.00	N/A	\$25.00
	Page Rate	\$5.00	\$5.50 (\$200 Minimum)	\$4.00
Employee Appeal & OAH Hearings	Per Diem Half Day (0-3 hours in the day)	\$250.00	\$200.00	\$400.00
	Per Diem Full Day (over 3 hours in the day)	\$400.00	\$350.00	\$750.00
	Certified Transcript (Per Page)	\$4.95	\$5.95	\$5.25

**requires purchase of a certified transcript at an additional \$5.25 per page*

WHEREAS, proposals/quotes submitted indicate that each vendor is qualified and has the necessary expertise and ability to perform the tasks requested, after taking all pertinent fees into consideration, the fees quoted by Centext Legal Services are less than the other two vendors;

WHEREAS, Centext Legal Services (formerly Paulson Reporting Services) is a full service court reporting company and has been in business for nearly 30 years and their current and past partnerships with municipalities include the County of Los Angeles, Los Angeles District Attorney’s Office, City of San Francisco, City of Oceanside, City of Riverside and the City of San Diego; thus, staff recommends that the City enter into an agreement with Centext Legal Services because they will be lower in price overall and have the requisite experience and capacity to perform the services needed; and

WHEREAS, funds in the amount of Twenty Five Thousand Dollars (\$25,000.00) for payment of services rendered “as-needed” during the first (1st) year (i.e. ending June 30, 2018) of the proposed three (3) year agreement are available in the Fiscal Year 2017-2018 budget.

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

Section 1. That the City Manager, on the advice of the City Attorney, is hereby authorized to enter into a three (3) year professional services agreement (i.e., ending June 30, 2020) with Context Legal Services for provision of “as-needed” certified shorthand reporting and transcription services for meetings conducted by the City’s Personnel Board and Planning Commission and administrative hearings conducted by the State Office of Administrative Hearings.

Section 2. That funds in the amount of Twenty Five Thousand Dollars (\$25,000.00) for payment of services rendered “as-needed” during the first (1st) fiscal year (i.e. through June 30, 2018) of the three (3) year agreement are available in the Fiscal Year 2017-2018 budget in the following account:

<u>Department</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>
City Attorney	1001-420-000-4262	Other Professional Services	\$25,000

Section 3. That funding for expenditures made for these services during the remaining two (2) years of the agreement will be appropriated in future City budgets.

Section 4. That a purchase order in the amount of a Twenty Five Thousand Dollars (\$25,000.00) for services that are rendered during the first (1st) year of the agreement is authorized to be established for Centext Legal Services.

Section 5. That a certified copy of this Resolution shall be filed with the offices of the City Manager, City Attorney, City Controller, Planning Department, Human Resources Department and City Clerk.

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

ADOPTED this _____ day of _____, 2018.

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 this _____ day of _____, 2018.

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

**COURT REPORTER AND LITIGATION SUPPORT SERVICES AGREEMENT
BETWEEN
THE CITY OF COMPTON
AND
CENTEXT LEGAL SERVICES**

This **AGREEMENT** is entered and made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and the **CENTEXT LEGAL SERVICES** (hereinafter referred to as "**CONTRACTOR**") located at 16255 Ventura Boulevard, Suite 925, Encino, CA 92614.

RECITALS:

WHEREAS, the City requires the services of a qualified and experienced reporting & litigation support company to provide court reporting and litigation support services to the City of Compton; and

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

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____ 2018, the City Council authorized the City Manager to enter into a contract with the Contractor to provide the needed services; and

WHEREAS, Contractor is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT:

1. Services to be rendered by Contractor. It is the mutual understanding of the parties that the Contractor shall render services "**as-needed**" and requested by the City Attorney or City Manager and/or his designee. These services shall include, but are not limited to transcription of Compton Personnel Board Meetings, Planning Meetings and litigation support services to the City Attorney's Office.

Contractor acknowledges that in entering into this Agreement the City is relying on Contractor's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, 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.

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Acceptance by City of the work performed under this Agreement does not operate as a release of said Contractor from such professional responsibility for the services performed.

2. Duration of Contract. The term of this Agreement shall be for period of April 11, 2018 through June 30, 2020, unless this Agreement is terminated as provided herein.

3. Compensation. The method of payment for this Contract will be based on a fee-for-services basis, billable at an agreed rate consistent with Contractor's Exclusive Court Reporter Hearing Rate Day Schedule dated May 10, 2017 and Exclusive Court Reporter Hearing Rate Night Schedule dated March 8, 2018 attached hereto as Exhibit A. Adjustment in the compensation will not be effective until authorized and approved by contract amendment.

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, unless the failure is through no fault of the Contractor or the schedule is altered/extended by the City, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Contractor shall be compensated 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 Contractor is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be mailed or delivered to the City Attorney at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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 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 Contractor's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. Ownership of Materials. Contractor agrees that all of its electronic and hardcopy reports, documents, disc, diskettes and other materials and work product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, Contractor hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by Contractor 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 Contractor; provided, however, that if this Agreement is terminated for any reason prior to expiration of this Agreement and if under such circumstances City uses, or engages the services of and directs another Contractor to use, the Work Product, City agrees to hold Contractor harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which

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occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Contractor, or anyone for whose acts it is responsible, in preparation of the Work Product. Contractor will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others.

5. Independent Contractor Status. Contractor, its officers, employees, subcontractors, subsubcontractors, 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 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 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. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The Contractor agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

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

8. Subcontracting. 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 City Manager 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. Other Contractors. The City reserves the right to employ other Contractors in connection with the services.

10. Indemnification. Contractor shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall 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 Contractor, its officers, employees, subcontractors, 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 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.

Coverages and Limits. Contractor 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 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-indicated insured's except for Workers Compensation and errors and omissions insurance. Contractor will obtain occurrence coverage, excluding Professional Liability, 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 Commercial General Liability Insurance. \$500,000.00 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 Workers' Compensation and Employer's Liability (if applicable). 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.

Endorsements. For Commercial General Liability Insurance, Contractor will insure 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 Contractor. 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.***

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. Warranties. Contractor represents and warrants (i) that Contractor has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Contractor'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 Contractor 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 Contractor 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. 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.

16. Termination. In the event of the Contractor'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 Contractor in writing. 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, whether located at the project site, at Contractor's place of business, or at the offices of a subcontractor.

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, 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.

17. Covenants Against Contingent Fees. 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.

18. **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.

19. **Testimony.** 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.

20. **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.

21. **Authority.** The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

22. **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.

23. **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.

24. **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.

25. **Entire Agreement.** This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this

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Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

26. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

To Contractor:

Thomas J. Miller
Executive Vice President of Sales/Partner
Centext Legal Services
16255 Ventura Boulevard, Suite 925
Encino, CA 92614
tmiller@centextlegal.com
213 293-3848
213 293-3850 fax

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Attorney
(310) 605-5582
(310) 761-1487 – 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.

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

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

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

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CONTRACTOR

Dated: _____

By _____

Thomas J. Miller
Executive Vice President of Sales/Partner
Centext Legal Services

Approved By:

Dated: _____

By _____

Cecil W. Rhambo, Jr.
City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____

Alita Godwin, City Clerk



**INFORMATIONAL PRESENTATION
CITY OF COMPTON, CITY ATTORNEY'S OFFICE**

Presented By:
Thomas J. Miller
Executive Vice President of Sales / Partner

Submitted: April 4, 2018

Centext Legal Services

We appreciate the opportunity to present you with information regarding Centext Legal Services. We are a full service court reporting and litigation management agency looking forward to expanding our relationship with your office. Centext Legal Services operates on the sacred principle of caring for our clients. Our clients come first, and we will always do whatever it takes to ensure you are one-hundred percent satisfied with every aspect of our service.

We provide the following services:

- ◆ Case Management
- ◆ Court Reporting
- ◆ Exhibit Management
- ◆ Legal Videography
- ◆ Worldwide Coverage/Conference Facilities
- ◆ Videoconferencing/CentextLIVE
- ◆ Document Depository
- ◆ Document Management
- ◆ Trial Exhibit Preparation
- ◆ Trial Presentation
- ◆ War Room Services & Facilities
- ◆ Reprographics and Scanning Services
- ◆ Customized Billing Services
- ◆ Luxurious Facilities

Company Background

Our owner is a certified court reporter and founded Paulson Reporting Services nearly thirty years ago. We are focused every day on furthering the superior reputation we established at Paulson Reporting as the preeminent court reporting agency in the nation through our utilization of advanced technology, working with the most experienced and motivated staff and court reporters in the country, and treating each client with the utmost of care. We know this industry and strive to be as competitive as possible while offering the best service and product available.

- ◆ 50+ Employees
- ◆ 400+ Court Reporters
- ◆ HIPAA Compliant
- ◆ In-House General Counsel
- ◆ Active Members of NCRA/DRA/CCRA
- ◆ CSRB (Certified Shorthand Reporters Board) Compliant

Experience with Municipal Agencies

Centext Legal has current and past partnerships with many municipalities and city and county divisions. We have cultivated a team of dedicated reporters who specialize in governmental and municipal agency work. We are a fully insured agency. Centext Legal is also a Certified Small Business and woman-owned. Our list includes, but is not limited to:

- ◆ City of Oceanside, Office of the City Attorney
- ◆ City of Riverside, Office of the City Attorney
- ◆ City of San Diego, Office of the City Attorney
- ◆ Los Angeles District Attorney's Office
- ◆ County of Los Angeles
- ◆ UC Regents
- ◆ State of California Department of Transportation
- ◆ The California State University Office of the General Counsel
- ◆ City of San Francisco, Office of the City Attorney

Calendaring Team

Our phones are answered 24/7; our emails are answered within five minutes; our coordination is superior based on our client-centered focus. We understand the need to immediately acknowledge a calendaring inquiry, new setting, change or cancellation. All settings are confirmed the day before the appearance, and confirmations are emailed promptly. Centext Legal Services works hard so our clients can be confident that their jobs will be covered at all times, any day, and at any location needed.

Secure Online Access

Our website at www.centextlegal.com provides an online link to our document storage portal (CentextDOCS) where any document deposited in a case can be stored, indexed, OCR'd with full search capabilities, and accessed 24/7 via user name and password individually assigned to our clients. Our depositories are offered to our clients free of charge. Our "My Online Office" allows clients to view their calendars, invoicing, transcripts, exhibits, and video links. CentextLIVE is our web-based remote attendance tool for depositions, where our clients can take the deposition of a witness in any location from their office, their home or anywhere in between. Our calendaring link allows clients to schedule online or via email, and we of course welcome phone calls.

Network Security, Data Storage, & Data Retention

All your data is secured and backed up using state-of-the art management systems and securities. Our document management capabilities are superior in scope and service, as is our advanced technology. Our Director of IT and his team work tirelessly to ensure all client requests for specific encryption or enhanced privacy protection is executed seamlessly. Some of our security protocols are listed below:

- ◆ Cisco ASA Platform
- ◆ Cisco Cloud Web Security Solutions
- ◆ World-Class, Web-Based Threat Protection
- ◆ Next-Generation Encryption Standards
- ◆ Suite B Set of Cryptographic Algorithms
- ◆ Veeam Backup Software
- ◆ Secure 256-bit Encryption

Our Offices and Location Sourcing

Centext Legal provides nationwide and international coverage. We also have eight fully-staffed offices available for your use. If we do not have a location to suit a specific need, our superior calendar staff is available to find the perfect venue.

San Diego

550 West C Street
Suite 700
San Diego, CA 92101

Irvine

2 Park Plaza
Suite 300
Irvine, CA 92614

San Francisco

333 Bush Street
Suite 1610
San Francisco, CA 94104

Walnut Creek

1990 North California Boulevard
Suite 530
Walnut Creek, CA 94596

Encino

16255 Ventura Boulevard
Suite 925
Encino, CA 91436

Corona

4740 Green River Road
Suite 203
Corona, CA 92880

San Jose

333 West Santa Clara Street
Suite 1
San Jose, CA 95113

Fresno

8050 North Palm Avenue
Suite 106
Fresno, CA 93711

Centext embraces a philosophy of bringing a personal touch to legal services, while providing extensive experience and superior standards. For more information, you may visit our website at: www.centextlegal.com.

I look forward to answering any questions you may have and thank you again for your consideration.

Thomas J. Miller
Executive Vice President of Sales
C 949.344.4835 / tmiller@centextlegal.com

CITY OF COMPTON: CITY ATTORNEY'S OFFICE

EXCLUSIVE MEETING, DEPOSITION & TRANSCRIPTION RATES

PROPOSAL PROVIDED TO:

Craig J. Cornwell, Esq.

City Attorney

City of Compton: City Attorney's Office

205 S Willowbrook Avenue

Compton, CA 90220

ccornwell@comptoncity.org

P 310.605.5500

Dated: April 5, 2018

PROPOSAL PRESENTED BY:

Thomas J. Miller

Executive Vice President of Sales / Partner

tmiller@centextlegal.com

C 949.344.4835

Centext Legal Services

A Susan Paulson and Peter Rozok Company

16255 Ventura Boulevard

Suite 925

Encino, CA 92614

P 213.293.3848

F 213.293.3850



April 5, 2018

Craig J. Cornwell, Esq.
City of Compton: City Attorney's Office
205 South Willowbrook Avenue
Compton, CA 90220

Re: Exclusive Deposition, Hearing, & Transcription Rates

Dear Mr. Cornwell:

Thank you for the opportunity to present the enclosed rates.

Centext offers a variety of comprehensive litigation solutions to meet your unique challenges. We provide quality services, offering case management services, court reporting, legal videographers and interpreters, physical and online document depositories, reprographics and scanning services, and trial presentation services. We offer the latest technology with text and video streaming, live and online, enabling you to receive an instant display of deposition testimony through broadcast streaming via the internet. This service allows you to view the deposition in real time from any location. We also have full-service reprographics and imaging solutions around the clock with electronic availability around the globe.

Centext embraces a philosophy of bringing a personal touch to legal services, while providing extensive experience and superior standards. For all depositions, mediations, and meetings taken in our luxurious conference room suites, we hope to ease your workload and increase your time efficiency by providing complimentary breakfast, lunch, refreshments and snacks.

For more information, you may visit our website at: www.centextlegal.com. Thank you for your consideration.

Sincerely,



Thomas J. Miller
Executive Vice President of Sales / Partner
Centext Legal Services

CITY OF COMPTON: CITY ATTORNEY'S OFFICE
EXCLUSIVE COURT REPORTER MEETING RATE SCHEDULE
 APRIL 5, 2018

LICENSED CSR RATES

One of our fully licensed California court reporters would be scheduled to take down the meeting and would appear in person. Their transcript would be a certified and verbatim record of the proceedings.

UNLICENSED CSR RATES

We would use a non-licensed Certified Shorthand Reporter to take down the proceedings. We work with several high-speed court reporting students or court reporting college graduates that have not yet passed the CSR licensing exam. Many of these students are familiar with meetings and various proceedings and are very capable to creating a clear and verbatim record. Their verbatim transcript is not certified as they are not licensed.

LOS ANGELES COUNTY

RATE DESCRIPTION	LICENCED	UNLICENSED
Page Rate (Certified Final Transcript)	\$4.95/page	\$4.50/page
Rough Transcript	\$2.75/page	\$2.25/page
Day Rate (Between 8:30 a.m. – 5:00 p.m.)		
Per Diem Half Day (No Transcript Requested)	\$300.00/day	\$150.00/day
Per Diem Full Day (No Transcript Requested)	\$500.00/day	\$275.00/day
Per Diem Half Day (Final Transcript Requested)	\$250.00/day	\$150.00/day
Per Diem Full Day (Final Transcript Requested)	\$400.00/day	\$275.00/day
Evening Rate (After 5:00 p.m.)		
Per Diem Half Day (No Transcript Requested)	\$400.00/day	\$300.00/day
Per Diem Full Day (No Transcript Requested)	\$600.00/day	\$400.00/day
Per Diem Half Day (Final Transcript Requested)	\$300.00/day	\$200.00/day
Per Diem Full Day (Final Transcript Requested)	\$450.00/day	\$300.00/day
Late Cancellation (<i>after 5:00 p.m. business day prior</i>)	\$300.00	\$300.00
EXHIBITS	EXPEDITES	
B&W 8.5 x 11 (Scanned/Digitized) \$0.55/page	Same Day	125%
Linked to transcript No Charge	Each Successive Day	-10%
Parking At Cost		
Handling \$45.00		
Delivery (or delivery rate if higher) \$32.00		
Centext CD (ASCII, PDF, and scanned exhibits) \$35.00		

Standard Transcript turnaround time is 10 business days.
Rates are subject to change and are to remain confidential.
Rates are valid from one year of the date of this proposal.

CITY OF COMPTON: CITY ATTORNEY'S OFFICE
EXCLUSIVE COURT REPORTER DEPOSITION RATE SCHEDULE
APRIL 5, 2018

LOS ANGELES COUNTY

Original & One Copy

Personal Injury	\$4.50/page
Business/Standard Litigation	\$4.95/page
Technical/Expert Litigation	\$5.30/page
Videotape/Interpreter/VTC Surcharge	\$0.45/page
Waiting Time (First 30 minutes no charge)	\$65.00/hour
Early/Late hours (Before 8 a.m./After 5 p.m.)	\$65.00/hour
Late Cancellation/Appearance Fee	\$200.00
Certified Non-Appearance	\$225.00
Rough Draft	\$1.40/page
Interactive Real-time	\$1.60/page

COMPLIMENTARY CLIENT SERVICES

- ◆ **CentextWEB** gives you quick access to your deposition calendar, invoices, transcripts and more
- ◆ Luxurious conference and mediation suites with wireless internet and available break-out rooms when utilizing Centext Legal Services at our offices
- ◆ Daily luncheon buffet and refreshments for in-house depositions and mediations
- ◆ All exhibits are linked to the transcript

EXHIBITS

B&W 8.5 x 11	\$0.30/page
Linked to transcript / Scanned	\$0.25/page
Parking	At Cost
Handling	\$45.00
Delivery (or delivery rate if higher)	\$32.00
Centext CD (ASCII, PDF, and scanned exhibits)	\$35.00

EXPEDITES

Same Day	125%
Next Day	100%
2-Day	90%
3-Day	80%
4-Day	70%
5-Day	60%
6-Day	50%
7-Day	40%
8-Day	30%
9-Day	20%

*Standard Transcript turn-around time is 10 business days.
Rates are subject to change and are to remain confidential.
Rates are valid from one year of the date of this proposal.*

CITY OF COMPTON: CITY ATTORNEY'S OFFICE
TAPE TRANSCRIPTION OF PROCEEDINGS
 APRIL 5, 2018

Another cost-savings tool would be to record the proceeding (either by audio or video and audio) and provide the recording for our reporters to transcribe. You can select sections to be transcribed or ask for the entire proceeding to be transcribed. We can use either a licensed CSR or un-licensed CSR to do so.

LICENSED CSR

Transcription Time: <i>2 Hour Minimum</i>	\$45.00/hour
Page Rate	\$5.00/page

UNLICENSED CSR

Transcription Time: <i>2 Hour Minimum</i>	\$25.00/hour
Page Rate	\$4.00/page

- ◆ Standard transcript turnaround is 10 business days
- ◆ Expedite rates apply if a faster turnaround is requested
- ◆ Confidential designations available upon request

EXHIBITS

B&W 8.5 x 11 (Scanned/Digitized)	\$0.55/page
Linked to transcript	No Charge
Parking	At Cost
Handling	\$45.00
Delivery (or delivery rate if higher)	\$32.00
Centext CD (ASCII, PDF, and scanned exhibits)	\$35.00

EXPEDITES

Same Day	125%
Next Day	100%
2-Day	90%
3-Day	80%
4-Day	70%
5-Day	60%
6-Day	50%
7-Day	40%
8-Day	30%
9-Day	20%

*Standard Transcript turn-around time is 10 business days.
 Rates are subject to change and are to remain confidential.
 Rates valid from one year of the date of this proposal.*

CITY OF COMPTON: CITY ATTORNEY'S OFFICE
CENTEXTLIVE RATE SCHEDULE
APRIL 5, 2018

CentextLIVE is a complete web-based solution with no downloads necessary. Depositions can be conducted in realtime from anywhere in the world directly from your laptop. The Secure Instant Messaging feature allows parties to receive instant feedback from team members or anyone connected to their group through a private group chat. When realtime services are utilized with the court reporter, realtime streaming text is also shown on the screen. When using realtime services with CentextLIVE, the built-in features include:

- ◆ Reports
- ◆ Keyword Search
- ◆ Ability to pause streaming text
- ◆ Zoom in/out on transcribed data
- ◆ Searchable indexed list of words
- ◆ Manual scroll through transcript
- ◆ Capability to jump to page/line

PER SESSION FEES

Scheduling Fee	No Charge
Half Day <i>Per Attorney, Per Session</i>	\$250.00
Full Day <i>Per Attorney, Per Session</i>	\$400.00

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 A THREE (3) YEAR PROFESSIONAL SERVICES AGREEMENT WITH CENTEXT LEGAL SERVICES FOR PROVISION OF "AS-NEEDED" CERTIFIED SHORTHAND REPORTING AND TRANSCRIPTION SERVICES (\$25,000)

Craig Cornwell
DEPARTMENT MANAGER’S SIGNATURE

4/5/2018 3:12:11 PM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

4/6/2018 12:56:36 PM
DATE

Rafaela King
CITY CONTROLLER

4/5/2018 6:10:35 PM
DATE

Cecil Rhambo
CITY MANAGER

4/5/2018 5:16:51 PM
DATE

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

April 10, 2018

TO: MAYOR AND COUNCIL MEMBERS

**FROM: RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3)
YEAR AGREEMENT WITH ONSOLVE, LLC FOR AN EMERGENCY
TELEPHONE MASS NOTIFICATION SYSTEM FOR THE CITY (\$81,900)**

SUMMARY

The attached Resolution authorizes the City Manager to enter into a three (3) year agreement with OnSolve, LLC ("OnSolve") for the provision of an emergency telephone mass notification system ("CodeRED") for the City of Compton.

BACKGROUND

The City of Compton has a responsibility to preserve and protect life, property and continuity of government by notifying its citizens, businesses and other stakeholders about disasters and other emergencies that may occur in or near the City.

Since 2011, the City has contracted with Airbus DS Communications, Inc. for the deployment and maintenance of the City's emergency telephone mass notification system; however, the current contract expired on or about November 30, 2017, leaving the residents reliant on local television and radio stations to broadcast emergency information.

STATEMENT OF THE ISSUE

The City's current emergency telephone mass notification system is outdated and no longer meets the needs of the City. Relying solely on local television and radio stations to broadcast emergency information is not a complete or comprehensive way to reach a majority of people in a timely fashion. Many residents do not always have immediate access to television or radio and would not get the important information. Likewise, most local businesses and other stakeholders do not always have access to television or radio throughout the work day and would not receive emergency notifications. Many other government agencies and cities within Los Angeles County, the State of California, and throughout the country and the Federal Government have implemented similar emergency telephone mass notification systems successfully and efficiently.

#8.

**Staff Report – Resolution Authorizing 3-Year Agreement
OnSolve, LLC/Emergency Telephone Notification System
April 10, 2018, page 2**

These emergency telephone mass notification systems have been proven to save lives during many different kinds of disasters and emergencies.

Fire Department staff solicited bids/proposals for provision and maintenance of an emergency telephone mass notification system with the following results:

Airbus DS Communications –

3-yr renewal: \$29,500 per yr = \$88,500 total

AlertSense –

3-yr contract: \$23,422 per yr = \$70,265 total

Everbridge –

3-yr contract: (1st yr) \$31,222.91, (2nd/3rd yrs) \$26,910.01 = \$89,042.83 total

OnSolve, LLC – 3-yr contract: \$27,300 per yr = \$81,900 total

After reviewing the proposals/bids submitted, staff recommends that awarding an agreement to OnSolve for the CodeRED system will be in the best interest of the City.

The proposed new mass notification system (Code RED) provides the latest technology and important features for emergency notification to City residents and stakeholders. The CodeRED system also includes the capability for each City Department to contact their respective employees for welfare checks or to call them back into work. CodeRED also has a telephone app for both iPhone and Android, making notifications even more accessible to residents, stakeholders, and City employees.

The CodeRED system was also recently purchased by Los Angeles County to replace their former mass notification system provider. This provides compatibility and interoperability with the City of Compton and Los Angeles County for data sharing and emergency notifications. CodeRED also provides translation capabilities for up to three languages for all messages. The CodeRED system contract includes data analysis/cleanup of duplicate phone numbers and identifies multiple phone lines to one address (e.g. businesses, hospitals, schools, etc.) to prevent tying up all phone lines during an emergency call, which is illegal. CodeRED does custom geocoding using the ArcGIS ESRI map database.

Additionally, the contract with OnSolve will allow the City of Compton to apply to the Federal Emergency Management Agency (FEMA) Integrated Public Alert & Warning System (IPAWS) program, which enables access to the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), the National Oceanic and Atmospheric Administration (NOAA) Weather Radio, and other public alerting systems.

**Staff Report – Resolution Authorizing 3-Year Agreement
OnSolve, LLC/Emergency Telephone Notification System
April 10, 2018, page 3**

The CodeRED mass notification system is also less expensive than the current mass notification system contract.

FINANCIAL IMPACT

The cost of the emergency telephone mass notification system will be Twenty Seven Thousand Three Hundred Dollars (\$27,300.00) per contract year. Funds for services rendered during the first (1st) year of the contract in the amount \$27,300.00 are available in the Fire Department's Budget FY 2017-2018, Account Number 1001-690-000-4262.

RECOMMENDATION

It is recommended that Council approve the attached Resolution.

**RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE 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 THREE (3) YEAR
AGREEMENT WITH ONSOLVE, LLC FOR AN EMERGENCY TELEPHONE
MASS NOTIFICATION SYSTEM FOR THE CITY (\$81,900)**

WHEREAS, the City of Compton has a responsibility to preserve and protect life, property and continuity of government by notifying its citizens, businesses and other stakeholders about disasters and other emergencies that may occur in or near the City; and

WHEREAS, the City presently has an emergency mass telephone notification system to alert citizens, businesses, and other stakeholders about emergencies and disasters that directly affect the City; however, the contract has expired and the current system needs to be modernized and updated to meet the current needs of the City; and

WHEREAS, relying solely on local television and radio stations to broadcast emergency information is not a complete or comprehensive way to reach everyone within the City in a timely fashion; and

WHEREAS, many other government agencies and cities within Los Angeles County, the State of California, and throughout the country and the Federal Government have implemented similar emergency telephone mass notification systems successfully, which has saved many lives; and

WHEREAS, Fire Department staff solicited bids/proposals for provision and maintenance of an emergency telephone mass notification system for a 3-year period, receiving proposals/bids from Airbus, AlertSense, Everbridge and OnSolve; and

WHEREAS, after reviewing the proposals/bids submitted, staff recommends awarding an agreement to OnSolve for the CodeRED system. This will be in the best interest of the City, in that their mass notification system (Code RED) provides the latest technology and important features for emergency notification to City residents and stakeholders; includes the capability for each City Department to contact their respective employees for welfare checks or to call them back into work; and has a telephone app for both iPhone and Android, making notifications even more accessible to residents, stakeholders, and City employees; and

WHEREAS, the annual cost for contracting with OnSolve, LLC will be Twenty Seven Thousand Three Hundred Dollars (\$27,300.00) for a total of \$81,900.00 over a 3-year period; and

WHEREAS, funds for services rendered during the first (1st) year of the contract are available in the Fire Department's Budget FY 2017-2018.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a three (3) year Emergency Telephone Notification Services Subscription Agreement with OnSolve, LLC in the amount of Twenty Seven Thousand Three Hundred Dollars (\$27,300.00) per contract year for a total of Eighty One Thousand Nine Hundred Dollars (\$81,900.00).

SECTION 2. That a purchase order in the amount of \$27,300.00 is authorized to be issued for OnSolve, LLC for the first (1st) contract year of services rendered.

Resolution No. _____
Page 2

SECTION 3. That funds for services rendered during the first (1st) year of the contract in the amount \$27,300.00 are available in the Fire Department’s Budget FY 2017-2018 in the following account:

Account Number 1001-690-000-4262: \$27,300.00

Funding for the remaining term of the agreement will be allocated in future City budgets.

SECTION 4. That a copy of this Resolution shall be forwarded to the City Clerk, City Manager, City Attorney, City Controller and the Fire Department.

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

ADOPTED this _____ day of _____, 2018.

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 _____, 2018.

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

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

CITY CLERK OF THE CITY OF COMPTON

EXHIBIT A - TERMS**1. Certain Definitions.**

1.1 “Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where “control” means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.

1.2 “Applicable Law” means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law.

1.3 “Data Processing Addendum” means a data processing addendum in the form provided by Provider and executed by the Parties that is applicable to the processing of data under this Agreement.

1.4 “Documentation” means any official, applicable documentation that Provider provides to Customer (electronic or written, as available in the Notification Services' resource library).

1.5 “Emergency” or “Emergencies” means any matter regarding immediate harm to life and/or property.

1.6 “EU or Swiss Personal Data” means Personal Data of any European Economic Area (EEA) resident as defined under Directive 95/46/EC, and any successor thereto, or of any Swiss resident as the Swiss Federal Data Protection Act of 1992, and any successor thereto.

1.7 “Fees” means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.

1.8 “Initiator” means an individual person or application capable of creating and issuing Notifications through the Services.

1.9 “Notifications” means messages issued by an Initiator through the Notification Services, whether or not responded to by Recipient.

1.10 “Notification Content” means all content, data, text, messages and other material contained in a Notification.

1.11 “Notification Services” means Provider's System-based, Internet-accessed notification services to set up and send Notifications, as listed on the Services Order.

1.12 “Recipient” means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own user profile.

1.13 “Representatives” means Customer's employees and consultants and Customer's Affiliates and its employees.

1.14 “Sensitive Data” means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national

id number, drivers' license information; or any other “sensitive data” category specifically identified under any Applicable Laws.

1.15 “Services” means the Notification Services and related services provided by Provider under this Agreement.

1.16 “Services Order” means the order attached hereto.

1.17 “Standard Personal Information” means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.

1.18 “Subscription Fee” means the fees for access to and use of the Notification Services.

1.19 “Subscription Period” means the subscription period specified on the Services Order.

1.20 “System” means the software, hardware, and infrastructure collectively used by the Notification Services, which may include third-party components.

1.21 “Term” means the Subscription Period and all Renewal Terms.

1.22 “Transaction Fee” means the fees for individual transactions of sending and/or receiving Notifications to and from devices.

1.23 “User(s)” is the collective term for Initiator(s) and Recipient(s). User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

2. SCOPE OF THE SERVICES.

2.1 **Notification Services.** Subject to the terms of this Agreement, Provider will provide Customer with access to use the Notification Services for communicating matters involving Emergencies and information of public interest and concern, and only in accordance with the Provider's Documentation. Only Customer and its Representatives may act as Initiators. All use of the Notification Services through Customer's account, whether by Customer or its Representatives or due to Customer or its Representatives' failure to maintain account security, are subject to the restrictions set forth in this Agreement, and Customer shall be responsible for (i) all Fees accruing from the use of the Notification Services as described herein, and (ii) all actions made through its account as described herein. Customer may not, and may not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access the Notification Services, whether as a service bureau or otherwise, or remove, alter or obscure any product identification, copyright or other notices. Customer agrees that all communications with Provider under this Agreement will be with the Customer only; Customer will be responsible for all contact with Affiliates covered by this Agreement.

2.2 **Support for the Notification Services.** Provider will provide to Customer the technical support, maintenance, and generally available updates for the Notification Services. Customer shall not contract with or otherwise allow a third party to provide assistance or

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support for the Notification Services without the prior written consent of Provider.

2.3 Service Components. Customer shall not, and shall not allow or assist any other entity to, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Notification Services, or modify any component of the Notification Services, except to the extent (but only to such extent) that applicable law prohibits such restrictions.

2.4 Audit. During the Term of this Agreement and for a period of four (4) years thereafter, each party shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to conduct or have a third party auditor conduct an inspection of each party's compliance (including any other persons or entities that are permitted to use or access the Notification Services) with this Agreement. Each party will, and shall cause its Representatives, to cooperate in good faith with such audit activities. In the event an audit uncovers a breach of this Agreement, the breaching party agrees to pay the non-breaching party the costs of such audit within ten (10) days of receipt of notice of the results of such audit and the costs therefor.

2.5 Professional Services. From time to time, Customer may engage Provider to provide certain professional services ("Professional Services"), such as marketing, implementations, software testing and custom modifications, related to Provider's Notification Services. Each such engagement of Professional Services will be described in a statement of work ("SOW") that must be accepted in writing by an authorized representative of each party. In the event of a conflict between the terms provided in this Agreement and the terms of any SOW, the terms of this Agreement will prevail, except that the terms of the SOW shall prevail over conflicting terms of this Agreement (but only with respect to such SOW) where the SOW explicitly identifies such conflicting terms and confirms the intent of the parties to supersede or modify the conflicting term of this Agreement.

3. FEES AND PAYMENT.

3.1 Fees and Expenses. Customer shall pay the Fees and expenses as set forth in the Services Order. If applicable, all reasonable and customary travel related expenses, such as airfare, hotel, transportation, and meals will be billed to Customer for any on-site work performed under this Agreement. If travel expenses are incurred, Provider will make reasonable efforts to hold travel costs to a minimum.

3.2 Payment and Taxes. Unless otherwise specified on the Services Order, Provider will invoice Customer for all Fees and reimbursable expenses incurred under this Agreement as set forth on the Services Order, and all invoiced amounts will be due and payable thirty (30) days after the date of the invoice. Overdue amounts will be subject to a late payment charge at the lesser of one and one half percent (1.5%) per month or the highest rate permissible under applicable law for the actual number of

days elapsed from the date due. All billing and payment will be in United States dollars only. All payments hereunder are exclusive of all taxes, and Customer agrees to pay any taxes, whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Services performed or technology provided hereunder, exclusive of taxes on Provider's net income.

4. TERM AND TERMINATION.

4.1 Term. Unless earlier terminated in accordance with the terms of this Agreement, this Agreement will commence on the Effective Date and continue until the end of the Subscription Period listed on the Services Order. Customer may renew this Agreement for successive Renewal Terms, as specified on the Services Order, by providing any of the following to Provider prior to the end of the Subscription Period or then-current Renewal Term: a signed renewal letter (in electronic or hard copy format); a purchase order for payment of the annual fee for one additional year; or payment for one additional year. Renewal Terms shall be on the same terms and conditions as herein, except as otherwise specified on the Services Order.

4.2 Termination. If either party defaults in the performance of or compliance with any of its material obligations under this Agreement and such default has not been remedied or cured within thirty (30) days after written notice of such default, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3 Suspension. Provider may suspend the provision of the Notification Services to Customer under this Agreement: (a) effective immediately upon notice if Customer breaches any provision under Section 8. (Customer Restrictions); or (b) if payment for any portion of the Fees is not received by Provider within fifteen (15) days after receipt of written notice from Provider that payment is past due. Such suspension shall not otherwise modify or lengthen the Term of this Agreement, nor shall any rights or obligations hereunder be waived during the suspension period.

4.4 Effects of Termination. Upon termination or expiration of this Agreement, (i) Provider will upon written request of Customer, erase Customer data from the production servers controlled by Provider to provide the Notification Services; provided, however, that data from production servers is backed up nightly to back-up servers that automatically store such data for up to seven years after it is transferred to the back-up servers from the production servers, (ii) Customer will immediately pay to Provider all amounts due and payable prior to the date of such termination and, except in the event of termination by Customer due to breach by Provider, all unpaid Subscription Fees that would become due under the then-current Subscription Period or Renewal Term if such termination did not occur, (iii) Provider shall retain any Subscription Fees paid to date, except in the event of termination by Customer due to breach by Provider, wherein Provider will refund an amount equal to the prorated amount of Subscription Fees paid for the remainder of the Term, less any expenses for Transactions

completed prior to the date of termination, which shall be calculated based upon the Transaction Fees on the Services Order, (iv) Customer shall immediately cease all use of the Notification Services and return or destroy all copies, extracts, derivatives and reflections of the Notification Services, and upon Provider's request, provide a written notice signed by an executive officer authorized to bind Customer that certifies that Customer has fully complied with this clause, and (v) remedies for breach, rights to accrued payments and Sections 1 (Certain Definitions), 2.4 (Audit), 3. (Fees and Payment), 4.4 (Effects of Termination), 5 (Ownership), 7 (Confidentiality and Data Security), 8.2 (Liability for Content), 11 (Indemnification), 12 (Limitation of Liability), and 13 (General) will survive.

5. **OWNERSHIP.** All rights not expressly granted to Customer herein are expressly reserved by Provider. As between the parties, the Notification Services and the System are and will remain exclusive property of Provider and its licensors. Provider shall own any and all developments, inventions and work product created under any Professional Services. Notification Content shall be owned by Customer. Provider shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Notifications Services or System any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the Notification Services or System. Users are subject to Provider's terms of service and privacy policy available on Provider's website.

6. **SYSTEM MONITORING.** Provider expressly reserves the right to monitor any and all use of the Notification Services. Provider may gather System data for the purpose of optimizing the Notification Services. This information includes, but is not limited to, data regarding memory usage, connection speed and efficiency. Provider shall have no obligation to monitor the Notification Content, but reserves the right to monitor the Notification Services for purposes of verifying compliance with the terms of this Agreement.

7. **CONFIDENTIALITY AND DATA SECURITY.**

7.1 **Confidential Information.** During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the System, or by any other media ("Confidential Information"). Any information related to the Notification Services or System shall be deemed to be the Confidential Information of Provider, and any Notification Content shall be deemed to be the Confidential Information of Customer. Each party (the "Receiving Party") acknowledges that the Confidential Information of the other party (the "Disclosing Party") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use the Confidential Information provided hereunder only for the purpose for which it was provided, restrict disclosure of

ONSOLVE, LLC
CodeRED® Exhibits

Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if such information: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Notwithstanding the above, the Receiving Party will not be in violation of the confidentiality restrictions herein with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prompt written notice prior to such disclosure where reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such information.

7.2 **Data Restrictions. The terms of this Section apply notwithstanding anything else.**

(a) Customer acknowledges and agrees that Provider does not require or "pull" any specific data from Customer, that Customer controls which data and content is input through the use of the Notification Services and which data is sent and to whom such data is sent, and that Provider has no obligation to monitor the content of any data or content. Customer shall be responsible for procuring any necessary consents and making any notifications under Applicable Law with respect to the provision of the data to Provider and the processing of such data by Provider through the Notification Services. Upon request of Provider, Customer will provide Provider with documentation to support such consent.

(b) Customer acknowledges and agrees that (i) Provider's System and Notification Services are not intended to transmit Sensitive Data, or health-related or financial-related information (including nonpublic information collected by financial institutions subject to regulations specific to the conduct of financial services), and (ii) that Provider only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data.

(c) Customer agrees that it shall not, under any circumstances, transmit or store any Sensitive Data to or through the Notification Services.

(d) Customer shall not transmit or store any EU or Swiss Personal Data to or through the Notification Services unless Customer has executed the Data Processing Addendum with Provider, and in such case Customer shall fully comply with the Data Processing Addendum.

(e) Customer understands and agrees that private citizens and other persons may voluntarily contribute

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their contact information to Provider for use in the Notification Services, and that certain individuals may designate that this data be transferred to Customer (such designated data, the "Resident Data"). Provider agrees that it will, upon termination of this Agreement and the request of Customer, provided all Fees due hereunder are paid in full, transmit the Resident Data, one (1) time, to Customer at no charge. Customer acknowledges and agrees that, in addition to the Resident Data, Provider shall use its own commercially available data sources (the "Commercial Data") in the Notification Services and that such Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership of such Commercial Data to Customer. Accordingly, the Commercial Data shall remain the sole and exclusive property of Provider or its licensors.

(f) Upon written request of Customer, Provider will erase Customer data from the production servers controlled by Provider to provide the Notification Services; provided, however, that Customer understands and agrees that data from production servers is backed up nightly to back-up servers that automatically store such data after it is transferred to the back-up servers from the production servers.

7.3 Hosted Security. Provider maintains, and will continue to maintain throughout the Term of this Agreement, security measures to protect Customer data and prevent unauthorized access in accordance with its then-current policies.

7.4 Data Processing Addendum. If executed by each party, each party shall comply with the Data Processing Addendum.

8. CUSTOMER RESTRICTIONS. This Section includes pass-through terms from certain Provider vendors to provide telephony, facsimile, GIS and/or Short Message Service (SMS) Transactions to Customer and as such, Provider may modify these terms upon thirty (30) days written notice to Customer if reasonably necessitated due to changes by the third party providers. Failure to comply with these terms could result in the termination of certain critical services from Provider's suppliers which would impact all of Provider's customers; thus, in the event that Customer breaches any of such terms or conditions, Provider may suspend the provision of the Notification Services if, in Provider's reasonable determination, suspension is reasonably necessary to avoid liability or termination of a contract with one of Provider's suppliers.

8.1 Acceptable Use Policy. Customer shall use the Notification Services in compliance with all Applicable Laws. The Notification Services may be used solely for the transmission of Notifications. Customer shall comply with the terms set forth in Exhibit B (Acceptable Use Policy) attached hereto.

8.2 Liability for Content. Customer shall be responsible for, and under no circumstances will Provider or Provider's Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Notification Content, including any mistakes contained in the Notification Content or the use or subject matter of the

Notification Content. Further, Customer is responsible for any Notifications that are sent through its accounts (other than if caused by the System itself or breaches by Provider).

8.3 Security of Account. Customer agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Notification Services. If Customer's account ID or password are stolen, or otherwise compromised Customer is obligated to immediately change the password and inform Provider of the compromise.

9. LIMITED WARRANTY AND DISCLAIMER. Provider warrants that: (a) the Notification Services will perform materially in accordance with its Documentation; and (b) Provider shall provide the Services in a professional and diligent manner. In the event the Notification Services fail to perform materially in accordance with its Documentation (a "Program Error"), Provider agrees, for the Term of this Agreement, to use commercially reasonable efforts to correct, cure or otherwise remedy, at Provider's option, such Program Error at Provider's sole expense, provided such Program Error was not caused due to Customer's failure to use the Notification Services in accordance with the terms of this Agreement. Customer agrees to cooperate and work closely with Provider in a prompt and reasonable manner in connection with Provider's correction efforts. Customer's sole remedy for any breach of warranty under this Section will be to have Provider use its commercially reasonable efforts to cure such breach as provided herein. If Provider fails to remedy the breach within one (1) month, Customer may terminate this Agreement and Provider will promptly refund any unused portions of prepaid Subscription Fees, if any (less any expenses for usage accrued prior to the date of termination). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND SYSTEM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES OR SYSTEM, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SYSTEM WILL BE PROVIDED ERROR FREE OR WITHOUT INTERRUPTION, THAT ALL NOTIFICATIONS WILL BE DELIVERED, OR THAT THE NOTIFICATION SERVICES WILL WORK WITH, OR BE SUPPORTED WITH RESPECT TO, ALL PROTOCOLS, NETWORKS OR OPERATING SYSTEMS OR ENVIRONMENTS.

10. CHANGES TO THE NOTIFICATION SERVICES. Provider may modify or delete any features of the Notification Services in any manner that (i) does not have an adverse impact on the Notification Services or (ii) may be necessary to meet any applicable legal, regulatory, or industry-standard requirements or demands. Provider shall notify Customer at least fifteen (15) days in advance of such changes to the Notification Services under clause (ii) that have an adverse impact on the Notification Services.

11. INDEMNIFICATION.

11.1 Provider IP Indemnification. Provider will defend, indemnify, and hold harmless Customer and its employees (collectively, "Customer Indemnitees"), from and against any and all actions, claims or assertions brought against them by a third party ("Claims"), and all liabilities, awards, damages, settlements, fees, penalties, costs and expenses (including reasonable attorney's fees) owing to third parties (including for avoidance of doubt, government and regulatory agencies) in connection therewith (collectively, "Liabilities") arising from any infringement of any third party's patent, copyright, trademark, or trade secret rights by the Notification Services or the System provided by Provider under this Agreement (other than to the extent based on any Notification Content or any modifications to the Notification Services or System made by Customer). The foregoing obligation of indemnification does not apply with respect to the Notification Services or the System or portions or components thereof (i) that Provider did not supply, (ii) that are combined with other products, processes or materials where the infringement or misappropriation relates to such combination, unless Provider expressly authorized such combination, (iii) to the extent that Customer continues allegedly infringing activity after being provided modifications that would have avoided the alleged infringement, or (iv) where Customer's use of the Notification Services or System is not strictly in accordance with this Agreement. In the event Provider believes that the System or Notification Services are, or are likely to be, the subject of an infringement claim, Provider may, at its option, (1) procure for Customer the right to continue using the Notification Services under this Agreement, (2) replace or modify the System or Notification Services so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are reasonably feasible in spite of Provider's reasonable efforts, terminate this Agreement and the rights granted herein and refund a prorated portion of the Subscription Fees based on the remaining unused portion of the prepaid Term, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Provider's only obligations and liability in connection with infringement by the System or Notification Services.

11.2 Provider General Indemnification. Provider will defend, indemnify, and hold harmless Customer Indemnitees from and against any and all Claims, and all Liabilities in connection therewith, arising from any gross negligence or willful misconduct by Provider.

11.3 Provider Data Security Indemnification. Provider will defend, indemnify, and hold harmless Customer Indemnitees from and against any and all Claims, and all Liabilities in connection therewith, arising from any breach of Section 7 (Confidentiality and Data Security) by Provider.

11.4 Customer Indemnification. Customer will defend, indemnify, and hold harmless Provider and Provider's Affiliates, licensors and suppliers (collectively, "Provider Indemnitees") from and against any and all Claims, and Liabilities in connection therewith arising from: (i) any gross negligence or willful misconduct by Customer; (ii) any

breach of Section 7 (Confidentiality and Data Security) by Customer, including any failure by Customer to procure appropriate consents or any use of the Notification Services to transmit or store any Sensitive Data; (iii) any breach of Section 8 (Customer Restrictions) by Customer; and/or (iv) Customer's and its Users' use of the Notification Services or any component thereof, including any Notification Content.

11.5 Indemnification Procedures. Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent.

12. LIMITATION OF LIABILITY.

12.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION), OR FOR ANY BREACH OF SECTION 7 (CONFIDENTIALITY AND DATA SECURITY) OR SECTION 8 (CUSTOMER RESTRICTIONS), (I) NEITHER PARTY (OR ITS AFFILIATES, OR ITS OR THEIR LICENSORS OR SUPPLIERS) WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR LOSS OF PROFIT OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES RENDERED HEREUNDER (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF THE PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) EXCEPT AS SET FORTH HEREIN, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES RENDERED HEREUNDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED (IN THE CASE OF PROVIDER LIABILITY) ANY FEES PAID BY CUSTOMER TO PROVIDER, OR (IN THE CASE OF CUSTOMER LIABILITY) ANY FEES PAID OR OWED BY CUSTOMER UNDER THIS AGREEMENT, DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY EITHER PARTY REFERENCING THE RELEVANT CLAIM HEREUNDER.

12.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PROVIDER'S TOTAL CUMULATIVE LIABILITY UNDER SECTION 11.3 (PROVIDER DATA SECURITY INDEMNIFICATION) OR FOR ANY BREACH

#8.

OF SECTION 7 (CONFIDENTIALITY AND DATA SECURITY) EXCEED THREE TIMES (3X) THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY CUSTOMER REFERENCING THE RELEVANT CLAIM HEREUNDER. Customer understands and agrees that the limitation of liability in this Agreement for Provider is reasonable and that Provider would not enter into this Agreement without such limitations.

13. GENERAL.

13.1 Export Compliance. The Notification Services, System, and other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Notification Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

13.2 Force Majeure. Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, or any act or failure to act by the other party, its employees, agents or contractors; provided, however, that the foregoing shall not excuse any failure of Provider to maintain its redundant hosted sites, unless such event impacts all redundant site locations. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.

13.3 General. Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. Notwithstanding anything herein, either party may seek injunctive relief and the enforcement of judgments in any court of competent jurisdiction, no matter where located. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees, whether in arbitration, a court of first jurisdiction and any courts of appeal.

13.4 Independent Contractors. Customer and Provider are independent contractors and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have or represent that it has the right, power or authority to bind, contract or commit the

other party or to create any obligation on behalf of the other party.

13.5 Notices. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to the appropriate party listed below and, if not indicated, at the address set forth on the Services Order, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

To Provider:	
Provider:	ONSOLVE, LLC
Attention:	Legal Notices
Address:	780 W. Granada Boulevard
City, State, Zip:	Ormond Beach, FL 32174
Phone:	866-939-0911
Fax:	386-676-1127
To Customer:	
Customer:	See Customer Business Contact on Services Order
Attention:	
Address:	
City, State, Zip:	
Phone:	
Fax:	

13.6 Publicity. Provider may issue one (1) press release within thirty (30) days of the Effective Date of this Agreement announcing the existence of this Agreement and generally describing the terms hereof or as otherwise mutually agreed by the parties. During the Term of this Agreement, Provider may use Customer's name and logo on the Provider web site and in Provider's collateral marketing materials relating to the Notification Services to simply identify Customer as a purchaser of the Services, provided however, that in the event Provider's purported use of Customer's name and/or logo includes more than just basic identification of Customer, Provider shall provide Customer with a copy of such content for approval, such approval not to be unreasonably withheld.

13.7 U.S. Government End Users. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

13.8 Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby and the illegal, invalid, or unenforceable provision

will be deemed modified such that it is legal, valid, and enforceable and accomplishes the intention of the parties to the fullest extent possible.

13.9 **Waivers.** The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

13.10 **Entire Agreement.** This Agreement supersedes all prior discussions, understandings and agreements with respect to the subject matter and shall take precedence over any conflicting terms in a purchase order and related documentation such as order acknowledgement forms. Only a further writing that is duly executed by both parties may modify this Agreement.

13.11 **Counterparts.** This Agreement may be executed in facsimile and in counterparts.

13.12 **Construction.** The headings contained in this Agreement shall not affect the interpretation of this Agreement and are for convenience only. Customer agrees that this Agreement shall not be construed against Provider as the drafter, and that Customer has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.

13.13 **Signatures.** Provider and Customer each represent and warrant that the individual signing on behalf of such party has full authority to cause such party to enter into and be bound by the terms of this Agreement and that the execution of this Agreement has been properly made in accordance with any applicable laws, ordinances, rules, regulations, and governing documents by which such party may be bound.

End Exhibit A

EXHIBIT B – ACCEPTABLE USE POLICY**1. General Terms.**

1.1 All Notification Content is Customer's sole responsibility. Customer is solely responsible for the integrity and quality of the Notification Content.

1.2 Customer shall be responsible for procuring any necessary consents with respect to the provision of any data transmitted through the Notification Services or System.

1.3 Customer shall use any data it uploads into the Notification Services in accordance with any and all restrictions applicable to such Data and all Applicable Laws.

1.4 Customer will use and permit its Users to use the Notification Services in accordance with this Agreement and all Applicable Laws, including without limitation the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 Customer will include, at the beginning of each Notification, its official business or government name. Customer will include, at the end of each Notification, a telephone number for Customer.

1.6 Customer will not send any Notifications to mobile devices owned by a User unless Customer has obtained such User's "opt-in" consent to receive pre-recorded, telephone and text Notifications using automated dialing equipment. The Services include a website that allows for Users to opt-in.

1.7 Customer must provide Users with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe. Provider's website includes a link to opt-out.

1.8 Customer will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 Customer will not send any Notification Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.10 Customer will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Notification Services; (ii) use the Notification Services in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Notification Content to be transmitted in the Notification Services which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.11 In the event the Notification Services include SMS Texts, Customer may send SMS Texts in text format only.

1.12 Customer acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the customer's equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.13 Customer acknowledges that Provider may block Notifications (eg. based on instructions from Users, carriers, aggregators, government agencies, etc.). In the event that Customer requests that Provider permit Notifications to go to any such blocked numbers, Customer shall indemnify and, at Provider's request, defend Provider with respect to any claim made by a third party with respect to such Notifications.

1.14 Commercial, landline data supplied by Provider for use in the Notification Services may be used for emergency Notifications and non-commercial, informational Notifications only.

2. Third Party Terms. Customer agrees to the terms set forth in documents found at the following links, as applicable:

- (i) Google's Legal Notices (http://maps.google.com/help/legalnotices_maps.html);
- (ii) Google's Acceptable Use Policy (AUP) (http://maps.google.com/help/legalnotices_maps.html);
- (iii) Google's Maps Terms (http://maps.google.com/help/terms_maps.html)
- (iv) Google's Maps and Earth Enterprise Universal Acceptable Use Policy (https://enterprise.google.com/maps/terms/universal_aup.html)
- (v) ESRI Terms (<http://www.esri.com/legal>)
- (vi) National Weather Service Disclaimer (<http://www.weather.gov/disclaimer>)
- (vii) Microsoft Services Agreement (<https://www.microsoft.com/en-us/servicesagreement>)
- (viii) Microsoft Translator Privacy Statement (<https://www.microsoft.com/EN-US/privacystatement/Translator/Default.aspx>)

End Exhibit B

This Agreement includes the Services Order with Schedule 1 and Exhibits A and B, attached hereto (and if applicable the Data Processing Addendum).

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

ONSOLVE, LLC

Signed: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COMPTON, CALIFORNIA

Signed: _____

Printed Name: Cecil W. Rhambo, Jr.

Title: City Manager

Date: _____

CITY OF COMPTON, CALIFORNIA

Signed: _____

Printed Name: Craig J. Cornwell

Title: City Attorney

Date: _____

CITY OF COMPTON, CALIFORNIA

Signed: _____

Printed Name: Alita Godwin

Title: City Clerk

Date: _____

NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT

THIS NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT which includes this Services Order with Schedule 1 and Exhibits A and B (collectively, the “Exhibits”), attached hereto (collectively, the “Agreement”) is made as of **the last date signed below on the Exhibits** (the “Effective Date”). This Agreement sets forth the terms and conditions under which Provider (as defined below) will provide and Customer (as defined below) will receive access to the Notification Services (defined in Exhibit A).

SERVICES ORDER

Provider Information: (“Provider”)	Provider Name: ONSOLVE, LLC Entity Type: Limited Liability Company State of Incorporation: Delaware Provider Address: 780 W. Granada Boulevard Ormond Beach, FL 32174
Customer Information: (“Customer”)	Customer Name: City of Compton Entity Type: body politic State: California
Customer Business Contact:	Contact/Title: Stacy Barnes/Emergency Management Coordinator Customer Address: 201 S. Acacia Avenue Compton, CA 90220 Phone: (310) 605-6280 Email: sbarnes@comptoncity.org
Customer Primary Contact:	Contact/Title: Fire Chief Phone: _____ Email: _____
EU or Swiss Personal Data (defined in Exhibit A)?	Will Customer transmit any EU or Swiss Personal Data to or through the Notification Services? Check one: ☐ Yes ☒ No If yes, Customer must execute and comply with the Data Processing Addendum which will become part of this Agreement.

Payment Terms: Payment shall be in advance, within thirty (30) days from receipt of invoice, excluding any Fees billed in arrears. Unless otherwise specified on a Customer purchase order or below, Provider will send invoices to the Customer Business Contact address above:

Customer Invoice Name:	
Attention:	
Address:	
City, State, Zip:	
Phone:	
Email:	

Preferred method of receiving invoices: ☐ Email ☐ US Mail

SUBSCRIPTION PERIOD: Three (3) Year(s)RENEWAL TERM: One (1) Year

Item Description	QTY	Annual Price	Period	Total
Notification Services				
CodeRED® - UNLIMITED SYSTEM MINUTES Includes: • Unlimited Initiators • Up to 104,999 Recipients A deviation <u>above</u> 10% in the number of Recipients shall result in increased pricing at Provider's then-current rates. • GIS (Target Recipients by Geographic Location): City of Compton, California ("Notification Area") • Unlimited Customer Organizations • Unlimited Contact Groups • Access to Shared Telephony Port Pool • Launcher App (iPhone and Android) • Community Notification Enrollment Page (self-registration) • One (1) Annual Live Web-based Remote Training(s) • Unlimited Pre-recorded Web-based Remote Trainings • System Maintenance and Notification Services Upgrades • Initial Commercial Data Upload Provider will perform Commercial Data accuracy updates 3 to 4 times per year. These updates ensure that the Commercial Data maintained by Provider undergoes periodic accuracy checks using Provider's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership to Customer. Accordingly, the Commercial Data shall remain the sole and exclusive property of Provider or its licensors. • Up to four (4) Provider-Assisted Database Updates for Customer data per year It will be the sole responsibility of the Customer to provide data and request the Provider -Assisted Database Update. This update does not include any manual data entry (eg. editing excel spreadsheets).	1 Account	\$ 27,300.00	3 Year(s)	\$ 81,900.00
Foreign Message Translation ("FMT") for the Languages selected on Schedule 1 to this Services Order: All Notifications must be input in English. Once specified, languages may not be changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Notification Services will receive their selected FMT. Translation is supplied by a third party and is AS-IS.	3 Languages	Included	3 Year(s)	Included
IPAWS Submission App: The Integrated Public Alert Warning System ("IPAWS") Submission Application ("IPAWS App") is an add-on to CodeRED® that permits Customer to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. Customer-designated Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, Customer agrees to provide Provider, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other information reasonably requested by Provider to demonstrate Customer's compliance with FEMA. Customer authorizes Provider to use and keep such information on Provider's servers for the purpose of allowing Customer and Provider to access, use and test IPAWS through the IPAWS App. Customer acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Provider, and is the sole responsibility of FEMA; (b) Provider shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Provider shall not be required to provide such		Included	3 Year(s)	Included

additional features. IPAWS App Notifications are not deducted from System Minutes.				
Banks System Minutes are not transferable.				
System Minutes for the Notification Services	Unlimited		Annual	Included
Additional Features (will not be prorated for any partial year)				
GIS Custom Map (to be provided by Customer, and hosted by Provider) GIS information must be in a standard format recognizable and electronically transferable to the Notification Services. A full GIS map must be provided to be used in the Notification Services	1 Custom Map	\$2,500.00	Annual	Upon Request
Additional Languages for FMT as selected on Schedule 1:	3 Languages	\$250.00	Annual	Upon Request
Non-Recurring Services				
Setup Fee One (1) hour minimum. Set up is complimentary for the first 60 days from the Effective Date	1 Hour	\$135.00		Waived for 60 Days
Additional Live Web-based Remote Trainings One (1) hour minimum	1 Hour	\$150.00		Upon Request
Onsite Training - US and Canada One (1) trainer, for up to eight (8) hours. Customer will pay for travel expenses in accordance with Exhibit A	1 Day	\$1,500.00		Upon Request
Additional Provider-Assisted Database Updates or Manual Data Entry One (1) hour minimum.	1 Hour	\$100.00		Upon Request
Professional Services - Requires a SOW				Upon Request
Total:				\$81,900.00
May be paid in annual installments of:				\$27,300.00

***Transaction Fees:**

- "System Minute" means sixty (60) seconds of connected call time in the Notification Services. Call time will be deducted in six (6) second increments. Only connected calls including live, answering machine, voicemail and/or fax tone connections will result in call time deduction.
- CodeRED® Mobile Alert App, SMTP Text and Email Notifications will not be deducted from System Minutes.
- Transaction Fee is equal to \$0.09/System Minute

[Remainder of page intentionally left blank. Signatures appear on following page.]

#8.

ONSOLVE, LLC

Signed: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COMPTON, CALIFORNIA

Signed: _____

Printed Name: Cecil W. Rhambo, Jr.

Title: City Manager

Date: _____

CITY OF COMPTON, CALIFORNIA

Signed: _____

Printed Name: Craig J. Cornwell

Title: City Attorney

Date: _____

CITY OF COMPTON, CALIFORNIA

Signed: _____

Printed Name: Alita Godwin

Title: City Clerk

Date: _____

SCHEDULE 1 – Foreign Message Translation

Please select **three (3)** languages:

Selected Language
☐ Catalan (Catalan)
☐ Chinese (Simplified, PRC)
☐ Chinese (Traditional, Hong Kong S.A.R.)
☐ Chinese (Traditional, Taiwan)
☐ Danish (Denmark)
☐ Dutch (Netherlands)
☐ Finnish (Finland)
☐ French (Canada)
☐ French (France)
☐ German (Germany)
☐ Italian (Italy)
☐ Japanese (Japan)
☐ Korean (Korea)
☐ Norwegian, Bokmål (Norway)
☐ Polish (Poland)
☐ Portuguese (Brazil)
☐ Portuguese (Portugal)
☐ Russian (Russia)
☐ Spanish
☐ Spanish (Mexico)
☐ Spanish (Spain, International Sort)
☐ Swedish (Sweden)

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH ONSOLVE, LLC FOR AN EMERGENCY TELEPHONE MASS NOTIFICATION SYSTEM FOR THE CITY (\$81,900)

Ronerick Simpson
DEPARTMENT MANAGER’S SIGNATURE

3/27/2018 4:53:38 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

4/2/2018 1:14:23 PM
DATE

Rafaela King
CITY CONTROLLER

3/30/2018 9:31:55 AM
DATE

Cecil Rhambo
CITY MANAGER

3/28/2018 9:52:57 AM
DATE

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

April 3, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CECIL W. RAMBO, JR., CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE FISCAL YEAR 2017-2018 BUDGET TO INCLUDE FUNDING FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENTS

SUMMARY

Adoption of this Resolution will authorize an amendment to the Fiscal Year 2017-2018 Adopted Budget to include Community Development Block Grant (CDBG) Subrecipients and the creation of appropriate accounts.

BACKGROUND

The City of Compton receives Community Development Block Grant funds on an annual basis to provide housing, community development and public services to low and moderate income residents. The Department of Housing and Urban Development (HUD) requires that an annual application and Action Plan be submitted in order to receive federal funds. On May 15, 2017, Compton submitted its Fiscal Year (FY) 2017-2018 CDBG application and Action Plan. Included in the CDBG Action Plan is a provision for public service programs and activities.

For Fiscal Year 2017-2018, seven non-profit organizations were identified and deemed eligible to provide public services to low and moderate income residents. These non-profit organizations (CDBG Subrecipients) were presented and approved by City Council on July 18, 2017.

Program Name	Amount
Fair Housing Foundation – Housing Discrimination Services	\$10,000
Champions of Caring Literacy Program	\$10,000
El Nido Family Centers – Youth Development	\$15,000
Legal Aid Society of OC – Domestic Violence Prevention	\$19,871
Haven Services – Credit Counseling for Single Moms	\$19,500
Angels for Sight – Eye Exams	\$20,000
ARC Mid-Cities – Disability Awareness Programs	\$18,238
The Children’s Clinic – Medical Care Service	\$50,000

The Department of Housing and Urban Development approved Compton’s FY 2017-2018 fund allocation and Action Plan, which included the above Subrecipients.

#9.

STATEMENT OF ISSUE

During staff's quarterly review of CDBG programs and activities, it was discovered that CDBG Subrecipient allocations and accounts were not included in Compton's FY 2017-2018 Adopted Budget. As a result, staff is unable to reimburse its CDBG Subrecipients for operational costs performed during this fiscal year.

FISCAL IMPACT

This resolution will have no impact on the General Fund. A transfer shall be made within FY 2017-2018 CDBG budget from account number 2800-78F-161-4291 to the following accounts:

Account Number	Program Name	Amount
2800 78 0F02 4289	Fair Housing Foundation	\$10,000
2800 78 F139 4289	Champions of Caring	\$10,000
2800 78 0F23 4289	El Nido Family Centers	\$15,000
2800 78 0F77 4289	Legal Aid Society of Orange County	\$19,871
2800 78 F163 4289	Haven Services	\$19,500
2800 78 0F13 4289	Angels for Sight	\$20,000
2800 78 F164 4289	ARC Mid-Cities	\$18,238
2800 78 0F29 4289	The Children's Clinic	\$50,000

ALTERNATIVE

There are none proposed.

RECOMMENDATIONS

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to make Budget amendments to the FY 2017-2018 Adopted Budget for the inclusion of CDBG Subrecipient accounts.

ANNETTE POTTS
INTERIM GRANTS MANAGER

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AN AMENDMENT TO THE FISCAL YEAR 2017-2018 BUDGET
TO INCLUDE FUNDING FOR COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) SUBRECIPIENTS**

WHEREAS, the City of Compton receives Community Development Block Grant (CDBG) funds annually and must develop an Action Plan to include public services and activities; and

WHEREAS, public services programs and activities were included in Compton’s CDBG annual application and Action Plan, to be implemented by non-profit organizations (CDBG Subrecipients); and

WHEREAS, Fiscal Year 2017-2018 CDBG Subrecipients and fund allocations were approved by City Council on July 18, 2017, however the grant amounts were not included in Compton’s Fiscal Year 2017-2018 Adopted Budget; and

WHEREAS, a budget amendment is necessary to include CDBG Subrecipient appropriations and accounts in Compton’s Fiscal Year 2017-2018 Adopted Budget, in order to properly process reimbursement requests by Subrecipients; and

WHEREAS, funds are available for transfer from account number 2800-78F-161-4291.

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

SECTION 1. That the City Manager is hereby authorized to amend the Fiscal Year 2017-2018 Adopted Budget to transfer funds from account number 2800-78F-161-4291 in the amount of \$162,609.00 to the following accounts and appropriations:

Account Number	Program Name	Amount
2800 78 0F02 4289	Fair Housing Foundation	\$10,000
2800 78 F139 4289	Champions of Caring	\$10,000
2800 78 0F23 4289	El Nido Family Centers	\$15,000
2800 78 0F77 4289	Legal Aid Society of Orange County	\$19,871
2800 78 F163 4289	Haven Services	\$19,500
2800 78 0F13 4289	Angels for Sight	\$20,000
2800 78 F164 4289	ARC Mid-Cities	\$18,238
2800 78 0F29 4289	The Children’s Clinic	\$50,000

SECTION 2. That the City Manager is authorized to make payment to the listed Subrecipients.

SECTION 3. That a certified copy of this Resolution shall be filed in the Offices of the City Clerk, City Attorney, City Manager and City Controller and the Division of Grants Management.

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

ADOPTED this _____ day of _____, 2018.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
Page 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, do 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 _____, 2018.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE FISCAL YEAR 2017-2018 BUDGET TO INCLUDE FUNDING FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENTS

Cecil Rhambo
DEPARTMENT MANAGER’S SIGNATURE

3/26/2018 12:10:11 PM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

3/29/2018 6:38:47 PM
DATE

Rafaela King
CITY CONTROLLER

3/29/2018 6:33:39 PM
DATE

Laurence Adams
CITY MANAGER

3/29/2018 4:29:22 PM
DATE

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

April 10, 2018**TO: MAYOR AND CITY COUNCIL****FROM: WENDELL E. JOHNSON, P.E., (INTERIM) DIRECTOR
PUBLIC WORKS DEPARTMENT****SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL
SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER
FOR NV5 FOR CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES FOR THE STREET REHABILITATION PROJECT (CDBG #13-01)
(\$171,995)****SUMMARY**

Adoption of this resolution will authorize the City Manager to enter into a professional services agreement with and establish a purchase order in the amount of One Hundred Seventy One Thousand Nine Hundred Ninety Five Dollars (\$171,995.00) for NV5 for the provision of construction management and inspection services for the Street Rehabilitation Project (CDBG #13-01).

BACKGROUND

The Street Rehabilitation Project ("Project") provides improvements to the below- specified streets within Community Development Block Grant ("CDBG") areas and other streets throughout the City:

No.	Street Name	Limits
1	Salinas Avenue	134 th Street to City Limits
2	Dern Avenue	134 th Street to 132 nd Street
3	Riddle Avenue	134 th Street to 132 nd Street
4	Grandee Avenue	El Segundo Blvd. to 127 th Street
5	151 st Street	Tajauta Avenue to Dwight Avenue
6	152 nd Street	Tajauta Avenue to Dwight Avenue
7	Wilmington Avenue (Frontage)	Stockwell Street to 131 st Street
8	Nord Street	Wilmington Avenue to Paulsen Avenue
9	Stockwell Street	Wilmington Avenue to Paulsen Avenue
10	Carlin Avenue	Alameda Street to Santa Fe Avenue
11	Euclid Avenue	Alameda Street to Santa Fe Avenue
12	Saunders Street	Essey Avenue to East of Pannes Avenue
13	Pixley Street	Essey Avenue to Thorson Avenue

#10.

Staff Report – Resolution Authorizing Agreement with NV5
Construction Management/Inspection Services
Street Rehabilitation Project (CDBG #13-01)
March 27, 2018, Page 2 of 5

14	Thorson Avenue	Bales Street to Saunders Street
15	Bales Street	Bradfield Avenue to Holly Avenue
16	Holly Avenue	San Vincente Street to Bales Street
17	San Vincente Street	Holly Avenue to West of Harris Avenue
18	Locust Avenue	Compton Blvd. to San Vincente Street
19	San Mateo Street	West end to Harris Avenue
20	San Marcus Street	West end to Harris Avenue
21	San Luis Street	West end to Harris Avenue

The Project will be performed in accordance with the plans, specifications and other contract documents and shall consist of: the installation of asphalt concrete; the installation of ADA compliant curb ramps; curb; gutter and sidewalk improvements; driveway improvements; striping and traffic loop replacement; street sign replacement; and, other minor associated work.

On December 21, 2017, the Public Works Department (“Department”) advertised for the construction services of the Street Rehabilitation Project. The City Council will be presented with a request to approve awarding the construction services contract for this Project; however, an essential component of this Project is to obtain the services of a qualified and experienced engineering firm to provide construction management and inspection services.

STATEMENT OF ISSUE

Staff advertised to solicit proposals for construction management and inspection services on December 14, 2017 for this Project from qualified firms. On January 16, 2018, a total of seven (7) proposals were received, reviewed and ranked by staff with the most responsive firms selected as follows:

<u>Rank</u>	<u>Firm</u>	<u>Location</u>	<u>Amount</u>
1	NV5	Irvine, CA	\$171,995
2	Infrastructure Engineers	Brea, CA	\$193,259
3	Quantum Consulting	Torrance, CA	\$126,058
4	KOA Corporation	Monterey Park, CA	\$189,756
5	Biggs Cardosa	Orange, CA	\$195,380
6	SA Associates	Arcadia, CA	\$181,000
7	Murow	Irvine, CA	\$200,000

The construction management and inspection services to be provided for this Project shall include:

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

2. **Management Information System** – Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders, etc.
3. **Review Traffic Control Plans** – Review contractor's plans for detours, shutdowns and access for emergency vehicles.
4. **Meetings** – Conduct meetings to discuss background, scope, objectives, schedule, current, and past issues as necessary.
5. **Issues Management** – Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.
6. **Schedule** – Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.
7. **Cost Control** – Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.
8. **Labor Compliance** – Provide labor compliance reports to include reporting on prevailing wage, payroll documentation, compliance status, and certified payrolls.
9. **Change Orders** – Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution. Keep the City apprised of impact of cumulative change orders.
10. **Dispute Resolution** – Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.
11. **Quality Control/Inspection** – Observe and monitor all aspects of the project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Provide materials testing services.
12. **Public Relations** – Communicate with local business community regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.

#10.

Staff Report – Resolution Authorizing Agreement with NV5
Construction Management/Inspection Services
Street Rehabilitation Project (CDBG #13-01)
March 27, 2018, Page 4 of 5

13. **Permit/Environmental Compliance** – Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.
14. **Progress Payments** – Review and approve all contractor's payment request. Verify contractor pay items. Prepare payment documentation for execution.
15. **Monthly Status Reports** – Prepare monthly reports highlighting project progress, CCO's, cost issues, and schedule.
16. **Site Safety** - Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if an unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition and investigate accidents.
17. **"As-Built" Drawings** – Collect, review, and transmit contractor's data to engineer.
18. **Final Walkthrough** – Make final inspections and prepare punch list. Verify that required certificates of compliance, O&M manuals and as-build drawings have been delivered.
19. **Project Completion Report** – Process final progress payment to contractor. File Notice of Completion. Prepare final report and review project records.

Selection Process

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

The selection of the most responsive qualified firm for the construction management services was on the basis of demonstrated competence and professional qualifications. Qualification Based Selection ("QBS") is where selection is based on the most appropriate provider of 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. Fees are not considered until after the selection of the most qualified firms.

After evaluation of the proposals submitted, staff determined that the proposal and fee (\$171,995) submitted by NV5 was deemed the most responsive firm to provide the needed construction management and inspection services for this Project.

NV5 (formerly CivilSource, Inc.) has successfully partnered with the City completing the following projects: Compton Boulevard and Wilmington Sewer Replacement, Wilmington

Staff Report – Resolution Authorizing Agreement with NV5
Construction Management/Inspection Services
Street Rehabilitation Project (CDBG #13-01)
March 27, 2018, Page 5 of 5

Avenue Pedestrian and Bicycle Improvements, Tank Farm Booster Pump Station, Well No. 20 Water Treatment Plant, and various Water Bond Improvements including the Water Main Replacement Project. NV5 will provide the City with a highly competent, experienced and licensed Project Manager/Resident Engineer and a Construction Manager with extensive experience delivering comparable services on the successful completion of very similar projects for several Southern California cities.

The firm with the lowest bid, Quantum Consulting, did not include fees for geotechnical and material testing. Quantum included only the coordination of these services. The remaining firms included material testing in their cost. However, NV5 will provide all required geotechnical and materials testing and specialty inspections services.

ALTERNATIVE

The City desires construction management services of the Street Rehabilitation Project (CDBG #13-01). Therefore, no alternative is being proposed.

FISCAL IMPACT

Funds in the amount of \$171,995.00 are available in the Public Works Department 2017-2018 Fiscal Year budget in Account Nos. 2818-720-000-4269 (\$115,952.75) and 2604-710-000-4269 (\$56,042.25).

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

**WENDELL E. JOHNSON, P.E., (INTERIM) DIRECTOR
PUBLIC WORKS 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
SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER
FOR NV5 FOR CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES FOR THE STREET REHABILITATION PROJECT (CDBG #13-01)
(\$171,995)

WHEREAS, the Street Rehabilitation Project (“Project”) provides improvements to specified streets within Community Development Block Grant (“CDBG”) areas and other streets throughout the City; and

WHEREAS the project will be performed in accordance with the plans, specifications and other contract documents and shall consist of: the installation of asphalt concrete; the installation of ADA compliant curb ramps; curb; gutter and sidewalk improvements; driveway improvements; striping and traffic loop replacement; street sign replacement; and, other minor associated work; and

WHEREAS, the City Council will be presented with a request to approve awarding the construction services contract for this Project; however, an essential component of this Project is to obtain the services of a qualified and experienced engineering firm to provide construction management and inspection services; and

WHEREAS, staff advertised to solicit proposals for construction management and inspection services on December 14, 2017 for this Project from qualified firms. On January 16, 2018, a total of seven (7) proposals were received, reviewed and ranked by staff with the most responsive firms selected as follows:

<u>Rank</u>	<u>Firm</u>	<u>Location</u>	<u>Amount</u>
1	NV5	Irvine, CA	\$171,995
2	Infrastructure Engineers	Brea, CA	\$193,259
3	Quantum Consulting	Torrance, CA	\$126,058
4	KOA Corporation	Monterey Park, CA	\$189,756
5	Biggs Cardosa	Orange, CA	\$195,380
6	SA Associates	Arcadia, CA	\$181,000
7	Murow	Irvine, CA	\$200,000;
and			

WHEREAS, selection of the most responsive qualified firm for the construction management services was on the basis of demonstrated competence and professional qualifications; fees are not an initial consideration; and

WHEREAS, the evaluation process used for ranking the proposal was based upon the completeness of the proposal, consultant’s demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work; and

WHEREAS, after evaluation of the proposals submitted, staff determined that the proposal and fee submitted by NV5 was deemed the most responsive firm to provide the needed construction management and inspection services for this Project; thus, it is recommended that NV5 be awarded the contract for providing professional construction management and inspection services for this Project; and

WHEREAS, funds for this expenditure are available in the Public Works Department 2017-2018 Fiscal Year budget.

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

SECTION 1. That the proposal submitted by NV5 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 NV5 for the provision of construction management and inspection services for the Street Rehabilitation Project (CDBG #13-01).

SECTION 3. That funds in the amount of \$171,995.00 are available in the Public Works Department 2017-2018 Fiscal Year budget in Account Nos. 2818-720-000-4269 (\$115,952.75) and 2604-710-000-4269 (\$56,042.25).

SECTION 4. That a purchase order in the amount of \$171,995.00 is authorized to be established for NV5 for services performed for the Street Rehabilitation Project.

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

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

ADOPTED this _____ day of _____, 2018.

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 _____, 2018.

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
NV5**

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 **NV5** (hereinafter referred to as "**CONSULTANT**"), located at 9890 Irvine Center Drive, Irvine, California 92618.

RECITALS:

WHEREAS, the City will be implementing the Street Rehabilitation Project (CDBG #13-01), which consists of improvements to various streets within Community Development Block Grant ("CDBG") areas and other streets throughout the City; and

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

WHEREAS, Consultant (NV5) warrants that it is specifically trained, experienced, competent, and has the resources to provide construction management and inspection services on the Street Rehabilitation Project; and

WHEREAS, by **Resolution No. _____**, adopted on the ____th of _____ **2018**, the City Council authorized the City Manager to accept the proposal of the Consultant and enter into a professional services agreement to provide the necessary services; and

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

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional construction management and construction inspection services relative to the Street Rehabilitation Project, (CDBG #13-01). This includes delivering management, construction management, contract administration, construction engineering and inspection, material quality assurance and post construction services. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Task 1: Preconstruction Conference – Deliverables: Outline project specifics. Inform contractor of project administration procedures.

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

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

Task 3: Meetings – Deliverables: Conduct meetings to discuss background, scope, objectives, schedule, current, and past issues as necessary.

Task 4: Issues Management – Deliverables: Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.

Task 5: Schedule – Deliverables: Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.

Task 6: Cost Control – Deliverables: Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.

Task 7: Labor Compliance – Deliverables: Provide labor compliance reports to include reporting on prevailing wage, payroll documentation, compliance status, and certified payrolls.

Task 8: Change Orders – Deliverables: Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution. Keep the City apprised of impact of cumulative change orders.

Task 9: Dispute Resolution – Deliverables: Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.

Task 10: Quality Control/Inspection – Deliverables: Observe and monitor all aspects of the project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Provide materials testing services.

Task 11: Public Relations – Deliverables: Communicate with local business community regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.

Task 12: Permit/Environmental Compliance – Deliverables: Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.

Task 13: Progress Payments – Deliverables: Review and approve all contractor's payment request. Verify contractor pay items. Prepare payment documentation for execution.

Task 14: Monthly Status Reports – Deliverables: Prepare monthly reports highlighting project progress, CCO's, cost issues, and schedule.

Task 15: Site Safety - Deliverables: Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if an unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition and investigate accidents.

Task 16: "As-Built" Drawings – Deliverables: Collect, review, and transmit contractor's data to engineer.

Task 17: Final Walkthrough – Deliverables: Make final inspections and prepare punch list. Verify that required certificates of compliance, O&M manuals and as-build drawings have been delivered.

Task 18: Project Completion Report – Deliverables: Process final progress payment to contractor. File Notice of Completion. Prepare final report and review project records.

As more fully described in the City's "**Proposals to Provide Construction Management & Inspection Services – Street Rehabilitation Project (CDBG #13-01)**" and in Consultant's "**Proposal to Provide Construction Management and Inspection Services for the Street Rehabilitation Project, CDBG 13-01**" dated January 16, 2018, both of which are incorporated herein by this reference.

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

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

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

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

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the services to be rendered are complete, unless terminated earlier.

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

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis as specified within Consultant's "**Proposed Fee & Schedule**" dated **January 16, 2018** and incorporated herein. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

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

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

As full and complete compensation for performance of all the services to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **One Hundred Seventy One Thousand Nine Hundred Ninety Five Dollars (\$171,995.00).**

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

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

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

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

11.4 **Professional Liability.** Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. The coverage shall

also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

**Amy Amirani, P.E., Vice-President/
Principal-In-Charge**

(Date)

20. 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.

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

22. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a

waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

23. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

24. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

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

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

27. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

28. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

To Consultant:

**NV5
9890 Irvine Center Drive
Irvine, California 92618
Attn: Amy Amirani, P.E., Vice -President
(949) 585-0477
(949) 585-0433 – fax.**

#10.

Professional Services Agreement – Civil Source, Inc.
Construction Management/Inspection Services
Street Rehabilitation Project CDBG# 13-01
Public Works/Resolution No. _____

To City:

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

Copy to:

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

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

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

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

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

NV5/CONSULTANT

Dated: _____

By _____
Amy Amirani, P.E., Vice-President

**CITY OF COMPTON
Recommended for Approval:**

By _____
**Wendell E. Johnson, P.E. (Interim) Director
Public Works Department**

Dated: _____

Approved by:

Dated: _____

By _____
Cecil W. Rhambo, Jr., City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk



CITY OF COMPTON

NV5

PROPOSAL

Submitted by NV5
9890 Irvine Center Drive, Irvine, CA 92618

City of Compton

Construction Management and Inspection Services
for Street Rehabilitation Project CDBG #13-01
January 16, 2018



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January 16, 2018

John Strickland, Jr., Project Manager
City of Compton Public Works Department
205 South Willowbrook Avenue
Compton, CA 90220

SUBJECT: Construction Management and Inspection Services for Street Rehabilitation Project CDBG 13-01

Dear Mr. Strickland,

At NV5 (formerly CivilSource, Inc.), we understand the various aspects of the capital improvement process, making our team of experts uniquely qualified to perform the services required for successful completion of your project. We are excited to have the opportunity to provide Construction Management and Inspection Services to the City of Compton (City) for its Street Rehabilitation Project CDBG 13-01. We have prepared this proposal to demonstrate how our team is best suited to deliver the requested services and offer the following:

Relevant Experience. We have a proven track record of successfully providing professional consulting services to municipalities throughout Southern California, including the City of Compton. We have successfully partnered with the City, completing the following projects: Compton Boulevard and Wilmington Avenue Sewer Replacements, Wilmington Avenue Pedestrian and Bicycle Improvements, Tank Farm Booster Pump Station, Well No. 20 Water Treatment Plant, and various Water Bond Improvements including the Water Main Replacement Project.

Proposed Staffing. NV5 offers the City a team of Construction Management and Inspection professionals with an unparalleled reputation and proven capability and expertise. NV5 offers **Peter Salgado, PE**, as Construction Manager. With more than 20 years of experience, Peter has managed and delivered a variety of public works projects and is thoroughly familiar with local, state, and federal procedures. We also offer **Pedram Abbassi, LEED BD+C, QSP, CESSWI**, and **Robert H. Doss, PE**, as our alternate Construction Managers for this project. Like Peter, both Pedram and Robert have extensive experience and expertise in construction management and civil engineering, and are more than capable of successfully delivering the project. Our proposed inspector for this project is **Craig Wheeler** with **Henry Hovakimian** and **Ray Farnaghi** as alternate inspectors.

Subconsultants. Supporting our team will be **Willdan Geotechnical** and **Pacific Resources**. Willdan Geotechnical will provide all required geotechnical and materials testing and specialty inspection services. Pacific Resources will provide all required labor compliance documentation and wage monitoring. NV5 has worked with both subconsultants on a number of projects with various cities throughout Southern California.

Accessibility and Responsiveness. Our professionals take pride in providing immediate response and personal attention to our clients' needs. Additionally, each of our Construction Inspectors has been provided with an iPad and will be using our exclusive app to prepare daily reports with photos. These reports are uploaded to our servers at the end of each day and can be made available to the City immediately; granting you convenient, full access to the current status and progress of your projects.

We look forward to continue to work with the City and help you achieve your goals and objectives. If you need further information, I may be reached by phone at (949) 585-0477, or electronically at amy.amirani@nv5.com. Thank you for your time and consideration.

Sincerely,
NV5

Amy Amirani

Amy Amirani, PE
Principal-In-Charge / Vice President
Civil Engineer (CA) No. 34283



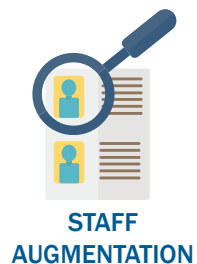
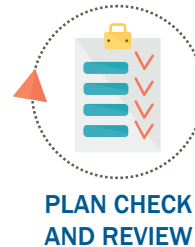
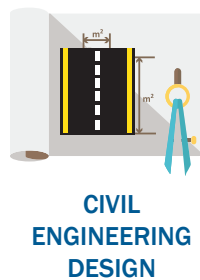
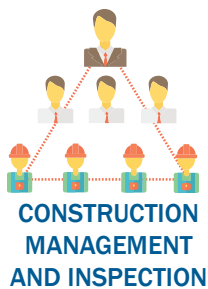
Peter Salgado, PE
Director of Construction Management
Civil Engineer (CA) No. 63159

FIRM PROFILE

Established in 2006, CivilSource, Inc., specializes in the engineering design, construction management and inspection of capital improvement projects, including: streets; traffic systems; water and wastewater systems; drainage and flood control; parks and recreational facilities; vertical construction; and landscaping and grading. Based in Irvine, California, we offer a large network of experts from a variety of engineering fields. Our team of more than 65 personnel includes licensed civil engineers, licensed contractors, construction managers, certified inspectors and experienced public works professionals. All team members have extensive experience working within the structure of municipal government and public construction policy and will seamlessly integrate with the City's team.

As of December 2016, CivilSource is now part of NV5, Inc., an international company with the local personality and presence to quickly and creatively address your engineering, design, and staff augmentation needs. We now have the ability to assist our clients in an expanded role with access to more than 2,000 professionals from 100 locations. We have also added a wide range of additional services in the areas of infrastructure, construction quality assurance, energy, environmental and program management.

In the past 10-plus years, our successful delivery of our products and services has resulted in repeat clients for a broad range of municipal projects. Our key services are:



We maintain an extensive history of working with various local agencies. Throughout the course of completing a myriad of public works capital improvement projects, NV5 has demonstrated an unparalleled ability to work well with local agency staff, project stakeholders, engineers and contractors. We have successfully delivered projects in a timely and cost-effective manner and have acquired a keen understanding of local agency requirements, a critical element in the facilitation and resolution of project issues.

RELEVANT PROJECT EXPERIENCE



ANNUAL PAVING AND STREET IMPROVEMENT PROJECTS FOR FISCAL YEARS 2008/09-2014/15

CITY OF SANTA MONICA | SANTA MONICA, CA

Our team provided construction management, inspection and public outreach for multiple annual street, sidewalk and curb ramp improvement projects. The work consisted of pavement resurfacing of streets and parking lots (including slurry seal and crack seal treatments); full pavement reconstruction; traffic signal modifications; and construction of new sidewalks, driveways and ADA ramps. Our key services included: utility coordination; project budget and accounts tracking; engineering plan and specification review; traffic management; negotiating and processing change orders; and project closeout.

DATES: 2008-JULY 2015

KEY PERSONNEL: AMY AMIRANI, PETER SALGADO, HENRY HOVAKIMIAN, CRAIG WHEELER, MATT GREER, JOSEPH APOHEN, MIKE VALLES



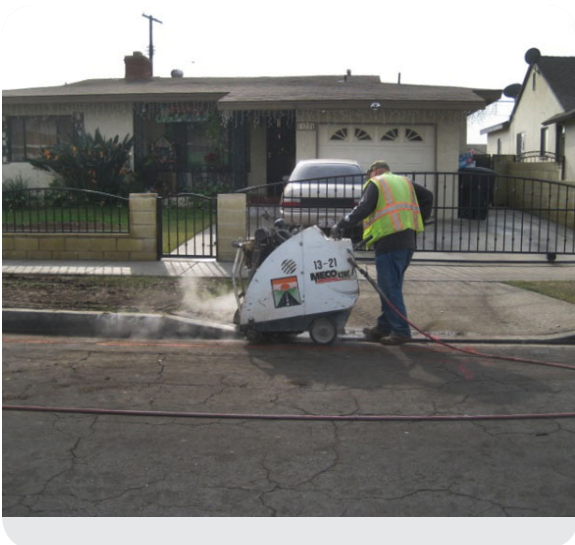
FY 2012/13 AND 2013/14 CITYWIDE SLURRY SEAL AND STREET REHABILITATION

CITY OF ALISO VIEJO | ALISO VIEJO

Our team provided construction inspection services for the City's annual citywide slurry seal programs. The scope of work consisted of traffic control, public notice, asphalt repair, application of Type II conventional slurry, and striping in seven communities within Aliso Viejo. Our responsibilities included reviewing RFI's and submittals; change order management; providing public relations; monitoring the Contractor's schedule and safety plan; preparing daily construction reports and digital photos; and project closeout.

DATES: APRIL 2013-MAY 2013, APRIL 2014-MAY 2014

KEY PERSONNEL: AMY AMIRANI, PETER SALGADO, MATT GREER



CITYWIDE CDBG CURB, GUTTER AND SIDEWALK REPAIRS

CITY OF NORWALK | NORWALK, CA

Our team provided construction inspection services for the City's annual citywide street rehabilitation program. The project work consisted of contractor mobilization, traffic control, cold milling, slurry seal, asphalt concrete overlay with pavement reinforcing fabric, asphalt concrete deep lift in digout areas, adjusting manholes, survey monument covers and valve covers to grade, pavement striping, and markings for several streets.

DATES: APRIL 2015-DECEMBER 2015

KEY PERSONNEL: AMY AMIRANI, PETER SALGADO, JOSEPH APOHEN



CITYWIDE CDBG SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY

CITY OF TORRANCE | TORRANCE, CA

Our team provided construction inspection services for this project, in order to repair sidewalks for handicap accessibility and included repairs to displaced concrete sidewalks, curb, gutter, driveway aprons and cross-gutters, localized pavement reconstruction and either the root pruning or removal of impacted City trees. Duties included schedule control; monitor contract, specifications, and NPDES compliance; weekly progress meetings; daily inspection reports; process change orders; review contractor invoices and performance; review traffic control measures; develop “Punch List” items; and prepare red-line set of as-built plans.

.....

DATES: MARCH 2016-JUNE 2016

KEY PERSONNEL: AMY AMIRANI, PETER SALGADO, KALID DAWOOD



CITYWIDE CDBG ALLEY IMPROVEMENTS AND ADA-ACCESSIBLE PATH OF TRAVEL

CITY OF POMONA | POMONA, CA

Our team provided construction management services for this CDBG-funded project that included citywide sidewalk and curb ramp improvements. Services included schedule and cost control, submittal review, change order negotiations and processing, stakeholder coordination, quantity tracking for progress pay applications, and project closeout.

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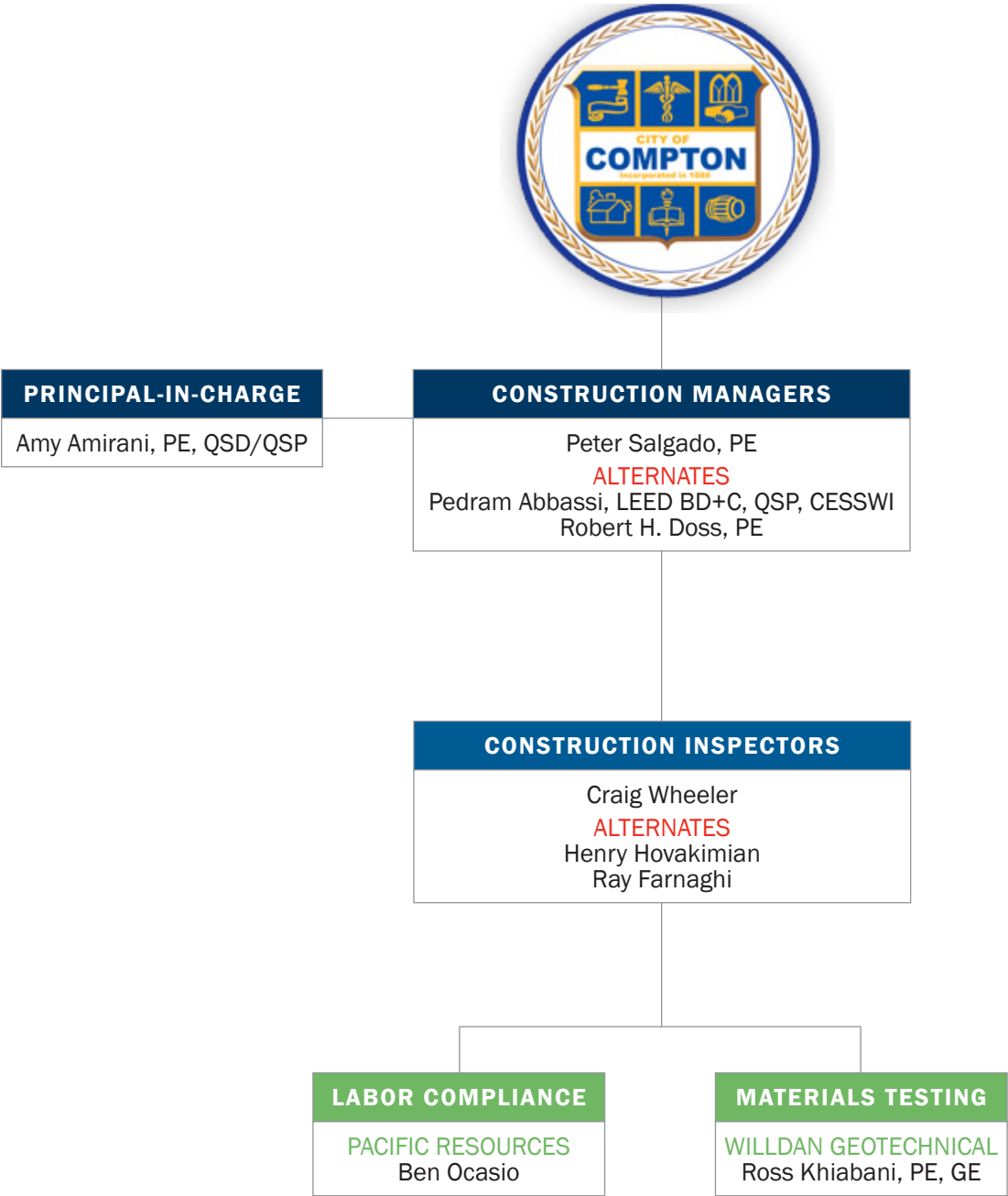
DATES: AUGUST 2014-AUGUST 2015

KEY PERSONNEL: AMY AMIRANI, PETER SALGADO

PROPOSED TEAM

ORGANIZATION CHART

For this project, NV5 has assembled a team of experts that has direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested construction support services. Shown below are team roles and responsibilities.



CONTACT INFO

peter.salgado@nv5.com
949.585.0477

EXPERIENCE

20 years

EDUCATION

B.S. Civil Engineering

LICENSES

Civil Engineer (CA)
No. 63159

PETER SALGADO, PE**Construction Manager**

With more than 20 years of experience, Peter has managed and delivered a variety of public works projects including street improvements; vertical construction and tenant improvements; parks and landscaping improvements; and water, sewer, and storm drain improvements. Working with a variety of agencies, he is thoroughly familiar with local, state, and federal procedures.

Project Experience**STREET IMPROVEMENTS****FY 2008 through 2016 Annual Citywide & Street Improvement Projects**

CITY OF SANTA MONICA | SANTA MONICA, CA

Construction Manager. Mr. Salgado oversaw the construction management, inspection, and public outreach for this annual citywide project. Work consisted of pavement resurfacing of streets and parking lots (including slurry seal and crack seal treatments); full pavement reconstruction; traffic signal modifications; and construction of new sidewalks, driveways and ADA ramps. Key services included all facets of construction management and inspection including: utility and multiple agency coordination; project budget and accounts tracking; engineering plan and specification review; traffic management and control; submittal, schedule, request for information (RFI), progress payment review and processing; field observation; negotiating and processing change orders; document control; and project closeout, which consisted of warranties, guarantees, recommending notices of completion and the release of retention.

Placentia Avenue Rehabilitation Project

CITY OF PLACENTIA | PLACENTIA, CA

Construction Manager. Mr. Salgado managed this federally funded rehabilitation project. The project rehabilitated Placentia Avenue from Chapman Avenue to Ruby Drive and included removal and replacement of asphalt, improvements to curb and gutter, sidewalks, installation of new traffic loops and pedestrian signaling, adjusting manholes to grade, and signing and striping.

Trabuco Road Street Resurfacing

CITY OF LAKE FOREST | LAKE FOREST, CA

Construction Manager. Mr. Salgado managed this 1.5-mile, federally funded (ARRA) street improvement project. Scope of work included cold milling; reinforcement fabric installation; asphalt overlay; construction of curb, gutter and sidewalk; and removal and replacement of existing asphalt.

FY 2013-2014, and FY 2015-2016 Annual Pavement Rehabilitation

CITY OF YORBA LINDA | YORBA LINDA, CA

Construction Manager. Mr. Salgado managed this \$2.5M citywide street improvement program. Specifically, the scope of work included reconstruction of sidewalks, driveways, curb, gutter, and ADA curb ramps; roadway section repairs and resurfacing; crack seal and slurry seal; and, traffic striping and signage.

CivilSource

An NV5 Company

PROPOSED TEAM

2nd and 4th Street Pedestrian and Streetscape Improvements

CITY OF SANTA MONICA | SANTA MONICA, CA

Construction Manager. Mr. Salgado managed this \$7M transit mall improvements project in one of Santa Monica's most frequented commercial areas. The project included sidewalk/parkway improvements, ADA curb ramps, decorative paving, street resurfacing, striping and signage, new traffic signal equipment, landscaping and irrigation.

Yorba Linda Boulevard Rehabilitation

CITY OF YORBA LINDA | YORBA LINDA, CA

Construction Manager. Mr. Salgado managed this \$2.5M rehabilitation project that included sidewalk/parkway improvements, ADA curb ramps, street resurfacing, slurry seal, and striping and signage.

White Avenue Street Rehabilitation

CITY OF POMONA | POMONA, CA

Construction Manager. Mr. Salgado managed this federally funded project that included a full-width, 2-inch grind, 2-inch asphalt concrete, and 2-inch asphalt rubber hot mix overlay; removal and reconstruction of curb and gutter, driveway, sidewalk and ADA ramps; traffic signal modifications; removal and installation of traffic loops; signing and striping; and adjustment to grade of manhole frame and covers.

Trabuco Roadway Widening and Streetscape Improvements

CITY OF LAKE FOREST | LAKE FOREST, CA

Construction Manager. Mr. Salgado managed this one-mile roadway widening and streetscape project. The improvements included mass grading, construction of new roadway section, raised medians, new sidewalks and parkways, street resurfacing, traffic signal improvements, storm drain modifications, landscaping and irrigation, striping and signage.

Harbor Boulevard Widening Project

CITY OF COSTA MESA | COSTA MESA, CA

Construction Manager. Mr. Salgado managed this project to improve traffic operations along northbound Harbor Boulevard. The project included signal modifications at two intersections to accommodate the widening, construction of a new sidewalk, street light relocations, utility relocations and landscaping improvements on private property.

El Toro/Aliso Creek Widening Phase II

CITY OF LAGUNA WOODS | LAGUNA WOODS, CA

Construction Manager. Mr. Salgado managed this federally funded project that was the second phase of a two-phase capital improvement project to widen El Toro Road. The project accommodated a paved six foot wide Class II Bike Trail, and a sidewalk that varies in width from six to nine feet. The work also included construction of sidewalk, retaining wall, and associated drainage structures, and the relocation of the existing Class II Bike Lane. Construction also included cold milling the existing curb, ADA access ramps, adjusting utilities to finish grade, applying traffic striping with pavement markers and legends (stenciling), and reinstalling traffic detector loops.

Bellflower Boulevard Pedestrian Enhancements

CITY OF BELLFLOWER | BELLFLOWER, CA

Construction Manager. Mr. Salgado managed this \$1.2M street traffic signal and parkways improvements project. The scope of work included roadway reconstruction and resurfacing; reconstruction of sidewalks (including decorative paving); driveways, curbs, gutters, cross gutters, and ADA curb ramps; installation of traffic signals, controller cabinets, and flashing beacon; landscaping and irrigation; and traffic striping and signage (including decorative crosswalks at the intersections).

8th Street and Pier Avenue Improvements

CITY OF HERMOSA BEACH | HERMOSA BEACH, CA

Construction Manager. Mr. Salgado managed these federally funded (ARRA) projects to improve vehicular travel and general aesthetics. The project included sidewalk/parkway improvements, ADA curb ramps, street resurfacing, and striping and signage.

CONTACT INFO

pedram.abbassi@nv5.com
949.585.0477

EXPERIENCE

17 years

EDUCATION

B.S. Civil Engineering

LICENSES

LEED BD+C

Qualified SWPPP
Practitioner

Certified Erosion,
Sediment and Storm Water
Inspector

PEDRAM ABBASSI, QSP, LEED BD+C, CESSWI**Alternate Construction Manager**

Mr. Abbassi has successfully completed several small and large-scale public works improvements projects. His skills in the development of project control procedures and methodologies for cost and schedule control have been implemented on several recent large-scale projects. Mr. Abbassi has accrued more than 17 years of construction industry experience, demonstrating his expertise in a range of responsibilities. He has served as a primary point of contact between design team members, general contractors, and owner representatives.

Mr. Abbassi possesses a thorough knowledge of the Standard Specifications for Public Works Construction, OSHA requirements, as well as all the CA MUTCD and WATCH Manual standards for traffic control.

Project Experience**Trabuco Roadway Widening and Streetscape**

CITY OF LAKE FOREST | LAKE FOREST, CA

Assistant Construction Manager. Mr. Abbassi served as assistant construction manager on this one-mile roadway widening and streetscape project. The project included asphalt overlay and reconstruction; construction of curbs and gutters, enhanced crosswalks, bike lanes, sidewalks, driveways and driveway approaches, several block walls, and a wrought iron fence; pavement striping and markings; traffic signal improvements; installation of roadway signs and lighting; installation of a raised and landscaped median; and the installation of parkway landscaping and irrigation.

El Toro/Aliso Creek Widening Phase II

CITY OF LAGUNA WOODS | LAGUNA WOODS, CA

Assistant Construction Manager. Mr. Abbassi served as assistant construction manager on this federally funded roadway widening project. This project was Phase II of a two-phase capital improvement program to widen El Toro Road and accommodate a paved six-foot-wide Class II bike trail, and a sidewalk that varied in width from six to nine feet. The work consisted of construction of the sidewalk, retaining wall, and associated drainage structures, and the relocation of the existing Class II bike lane, in addition to cold milling the existing curb ADA access ramps, adjusting utilities to finish grade, applying traffic striping with pavement markers and legends (stenciling), and reinstalling traffic detector loops.

Antonio Parkway Rehabilitation

CITY OF RANCHO SANTA MARGARITA | RANCHO SANTA MARGARITA, CA

Construction Manager. Mr. Abbassi served as construction manager on this street improvement project. Improvements included reconstruction of curb and gutter, sidewalks, driveways and ADA curb ramps; roadway reconstruction and resurfacing; traffic signage and striping; and traffic signal modifications.

Robinson Ranch Road Traffic Calming Improvements

CITY OF RANCHO SANTA MARGARITA | RANCHO SANTA MARGARITA, CA

Construction Manager. Mr. Abbassi served as assistant construction manager on this street improvement project. Improvements included reconstruction of curb and gutter, sidewalks, driveways and ADA curb ramps; roadway reconstruction and resurfacing; traffic signage and striping; and traffic signal modifications.

CivilSource

An NV5 Company

PROPOSED TEAM

El Toro Road and Jeronimo Streetscape Improvements

CITY OF LAKE FOREST | LAKE FOREST, CA

Assistant Construction Manager. Mr. Abbassi served as assistant construction manager on this streetscape improvement project. Improvements included reconstruction of curb and gutter, sidewalks, driveways and ADA curb ramps; new raised medians; roadway reconstruction and resurfacing; traffic signage and striping; traffic signal modifications; and median and parkway landscaping and irrigation. The project also included construction of new monument signage along the El Toro Road bridge.

Rockfield Streetscape Improvements

CITY OF LAKE FOREST | LAKE FOREST, CA

Assistant Construction Manager. Mr. Abbassi served as assistant construction manager on this streetscape improvement project. Improvements included reconstruction of curb and gutter, sidewalks, driveways and ADA curb ramps; new raised medians; roadway reconstruction and resurfacing; traffic signage and striping; traffic signal modifications; and median and parkway landscaping and irrigation.

Harbor Boulevard Beautification

CITY OF COSTA MESA | COSTA MESA, CA

Construction Inspection. Mr. Abbassi served as construction inspector on this federally funded streetscape improvement project designed to enhance the landscape and overall streetscape of Harbor Boulevard. The work consisted of constructing landscape buffers between the street curb and the sidewalks with drought-tolerant landscaping, state-of-the-art irrigation, and the planting of mature palm trees to create a more comfortable pedestrian atmosphere. Improvements included reconstruction of curb and gutter, sidewalks, driveways and ADA curb ramps; roadway reconstruction and resurfacing; traffic signage and striping; and median and parkway landscaping and irrigation. Work also included installing a monument sign with solar powered lighting.

2012 Pavement Rehabilitation Program

CITY OF YORBA LINDA | YORBA LINDA, CA

Assistant Construction Manager. Mr. Abbassi served as assistant construction manager on this citywide pavement rehabilitation project. Improvements included roadway reconstruction and resurfacing; crack seal and slurry seal; and, traffic striping and signage.

Paving and Sidewalk Repairs (2011-2012)

CITY OF SANTA MONICA | SANTA MONICA, CA

Assistant Construction Manager. Mr. Abbassi served as assistant construction manager on this citywide street and sidewalk rehabilitation project. Improvements included reconstruction of curb and gutter, sidewalks, driveways, and ADA curb ramps; roadway reconstruction and resurfacing; crack seal and slurry seal; and, traffic striping and signage.

I-5 Mitigation Rehabilitation of Union Street and Paddison Avenue

CITY OF NORWALK | NORWALK, CA

Construction Manager. Mr. Abbassi served as construction manager on this street improvement project. Improvements included reconstruction of curb and gutter, sidewalks, driveways, and ADA curb ramps; roadway reconstruction and resurfacing; crack seal and slurry seal; and, traffic striping and signage.

Adventure Playground

CITY OF IRVINE | IRVINE, CA

Assistant Construction Manager/Inspector. The \$1.5M park project served to reconstruct and rehabilitate the playground area to provide updated amenities that comply with existing playground safety standards. The scope of work included installation of new play equipment; construction of a new restroom and storage building; construction of concrete walkways, decorative walkways, retaining walls, slides and benches; and landscaping and irrigation. The project also included off-site water, sewer and storm drain improvements. Adventure Playground is located on a 4.5-acre site within University Community Park, at 1 Beach Tree Lane in the City of Irvine.

CONTACT INFO

robert.doss@nv5.com
949.585.0477

EXPERIENCE

35 years

EDUCATION

M.B.A Management

B.S. Civil Engineering

LICENSES

Civil Engineer (CA)
No. 31236

Caltrans Resident
Engineer Academy

Caltrans Office Engineers
Academy

ROBERT H. DOSS, PE**Alternate Construction Manager**

Robert Doss has more than 35 years of experience in construction management and civil engineering. As a results-oriented resource flow manager, Robert's strengths include strong analytical skills, proven successful negotiating, consistency in quality performance, demonstrated positive proactive actions, composure while under pressure, consistency in delivering superior service tailored to individual customer needs, superb leadership traits, organizational scheduling and planning skills, quick problem solving, work prioritizing, productivity maximization, and great foresight.

Project Experience**Beach Boulevard Sound Wall**

[CITY OF STANTON | STANTON, CA](#)

Construction Manager. Mr. Doss managed this retaining wall and sound wall construction project that included CIDH piles. The project involved poured concrete retaining walls with masonry sound walls on top of the retaining walls.

State Route 55

[CALTRANS DISTRICT 12 — STATE OF CALIFORNIA](#)

Resident Engineer. Mr. Doss oversaw this retaining wall and sound wall freeway construction project, including 25 CIDH piles. The project involved poured concrete retaining walls with masonry sound walls on top of the retaining walls.

State Route 91

[CALTRANS DISTRICT 12 — STATE OF CALIFORNIA](#)

Resident Engineer. Mr. Doss oversaw this retaining wall and sound wall freeway construction project, including 42 CIDH piles. The project involved poured concrete retaining walls with masonry sound walls on top of the retaining walls.

Interstate 5/Redhill

[CALTRANS DISTRICT 12 — STATE OF CALIFORNIA | ORANGE COUNTY, CA](#)

Resident Engineer. Mr. Doss oversaw this \$20M freeway construction project, including demolition and construction of a new bridge. The project involved major night work because freeway lanes could only be closed between 11 p.m. and 5 a.m. This bridge expansion was a cast-in-place concrete box girder span.

State Route 57

[CALTRANS DISTRICT 12 — STATE OF CALIFORNIA](#)

Resident Engineer. Mr. Doss oversaw this seismic retrofit project of a concrete bridge over Tonner Canyon including expansion of an existing bridge and steel casings around existing columns. This project involved environmental issues because the stream was a habitat for endangered species.

State Route 22

[CALTRANS DISTRICT 12 — STATE OF CALIFORNIA](#)

Resident Engineer. Mr. Doss oversaw this seismic retrofit project of a concrete bridge over the UPRR railroad, including expansion of an existing bridge and steel casings around existing columns. The project involved major night work because trains were constantly crossing during daylight hours. This bridge expansion was a cast-in-place concrete box girder span.

CivilSource

An NV5 Company

PROPOSED TEAM

State of California Transportation

CALTRANS | SANTA ANA, CA

Resident Engineer. Mr. Doss managed for the construction on more than \$100M worth of transportation construction projects. His responsibilities included daily coordination with contractors and inspectors on freeway projects throughout Orange County. Robert managed change orders, design revisions, and cost projections, using Caltrans standards and specifications. Most projects required federal and state funding, which involved extensive paperwork and final reports. These projects were completed on time with no construction claims.

Pacific Coast Highway

CALTRANS | NEWPORT BEACH, CA

Design Engineer. Mr. Doss prepared the plans and specifications for widening 2.4-miles of seacoast highway between Corona Del Mar and Laguna Beach. These plans included median design, grade separations, and two tunnel crossings for pedestrians and golf carts. Due to the fact that it is a State highway, Caltrans provided extensive project oversight on both the design and construction.

San Joaquin Hills Road

ORANGE COUNTY | NEWPORT BEACH, CA

Design Engineer. Mr. Doss prepared the plans and construction management of 1.5 miles of the arterial street, including two signalized intersections in hillside terrain. This project required an additional study of sediment transport because the storm drains flowed into sensitive streets that drained directly into the ocean and provided sand to the beaches of Orange County.

Magnolia/Pacific Safe Route to Schools Project

ORANGE COUNTY, CA

Construction Manager. Mr. Doss provided construction management for this project that involved a new traffic signal and major street realignment on a tight schedule to meet requirements of a school in session.

Chapman Avenue Rehabilitation and Beautification

CITY OF STANTON | STANTON, CA

Project Manager/Construction Manager. Mr. Doss supervised design and construction for this one-half mile of major street rehabilitation including streetscape revitalization. This project was a prototype for all future arterials in the community, and it involved neighborhood meetings and environmental issues.

Knott Avenue Rehabilitation

CITY OF STANTON | STANTON, CA

Project Manager/Construction Manager. Mr. Doss supervised design and construction for one-half mile of major urban highway including streetscape revitalization. Knott Avenue is a major thoroughfare in the northwest Orange County area and required replacement of very old utilities under the roadway.

Bristol Street

CITY OF SANTA ANA | SANTA ANA, CA

Design Engineer. Mr. Doss prepared the Specific Plan for four miles of major street, including streetscapes, street light relocation, and drainage revisions. This was a high-profile street improvement and involved Council presentation and public hearings.

San Joaquin Hills Road

ORANGE COUNTY | NEWPORT BEACH, CA

Construction Manager. Mr. Doss prepared the plans and performed construction management for 1.5 miles of major arterial street improvements, including two signalized intersections in hillside terrain. This project required an additional study of sediment transport because the storm drains flowed into sensitive streets that drained directly into the ocean and provided sand to the beaches of Orange County.

CONTACT INFO

craig.wheeler@nv5.com
949.585.0477

EXPERIENCE

30 years

EDUCATION

B.A. Philosophy

LICENSES

Licensed "A" General
Engineering Contractor

Crisis Management

Facilities Management

CRAIG M. WHEELER**Construction Inspector**

Mr. Wheeler has more than 30 years of experience in engineering and construction in both the public and private sectors. Mr. Wheeler has provided project management and inspection services on a wide variety of public works projects including street, traffic signal, street lighting, water, sewer, storm drain, and parks and landscaping improvements. As a project manager and construction inspector, Mr. Wheeler's responsibilities include site observation and construction quality assurance and control, ensuring general site safety, preparing daily reports, photo documentation, monitoring SWPPP and BMP implementation, providing daily updates to City project manager, providing recommendations and responses for contractor RFI's, assisting with submittal and shop drawing reviews, tracking quantities, and conducting progress payment reviews.

Project Experience**FY 2015-2016 Annual Citywide Sidewalk Repairs**

CITY OF SANTA MONICA | SANTA MONICA, CA

Construction Inspector. Mr. Wheeler served as construction inspector on this \$900,000 citywide sidewalk repairs project. The scope of work included reconstruction of sidewalks, driveways, curb, gutter, and ADA curb ramps.

The Tracks at Brea – Segment No. 4

CITY OF BREA | BREA, CA

Construction Inspector. Mr. Wheeler served as the construction inspector on this federally funded \$3.5M trail improvements project. Scope of work included contaminated soil remediation/removal, rough grading (export, import, on-site cut/fill), construction of decomposed granite pedestrian path, construction of AC bike path, on site and off site utilities (water, sewer, and storm drain), lighting, landscaping, irrigation, and site furnishings.

Bedford Canyon Road Realignment

CITY OF CORONA | CORONA, CA

Project Manager/Site Superintendent. Mr. Wheeler served as project manager/site superintendent on this project. The scope of work consisted of a roadway realignment including demolition, grading, AC paving, traffic signals, channelization, signage and striping. Mr. Wheeler developed SWPPP and traffic control plans for the project. Mr. Wheeler coordinated Caltrans encroachments, easements and utility relocation.

Ontario Avenue Median Improvements

CITY OF CORONA | CORONA, CA

Project Manager. Mr. Wheeler served as project manager on this street improvement project. The scope of work consisted of a roadway widening and resurfacing; reconstruction of the raised median (including landscaping, irrigation, and decorative paving); installation of traffic signals, controllers and controller cabinets; installation of street lighting; construction of a block retaining wall; reconstruction of sidewalks, driveways, curb, gutter, and ADA curb ramps; and traffic striping and signage.

CivilSource

An NV5 Company

PROPOSED TEAM

SR-60/Market Street Improvements

CITY OF RIVERSIDE | RIVERSIDE, CA

Project Manager. Mr. Wheeler served as project manager on the widening of the eastbound off ramp of State Highway 60 at Market Street, as well as street improvements to Market Street. The scope of work included roadway widening and resurfacing; installation of traffic signals, reconstruction of sidewalks, driveways, curb, gutter, and ADA curb ramps; installation of cable fencing; landscaping and irrigation; and traffic striping and signage.

FDR - Multiple Locations

CITY OF WESTMINSTER | WESTMINSTER, CA

Project Manager. Mr. Wheeler served as project manager on this project. The scope of work included full depth reclamation projects consisting of the pulverization of existing AC pavement and underlying aggregate base, and cement treatment, grading and AC Overlay of existing residential, secondary and arterial streets. Mr. Wheeler supervised daily operations and coordinated work with the general contractor and agency. Mr. Wheeler coordinated labor, equipment and materials.

Orangewood Avenue Improvements

CITY OF GARDEN GROVE | GARDEN GROVE, CA

General Superintendent. Mr. Wheeler served as general superintendent on this project. The scope of work consisted of the removal and replacement of PCC and sewer manholes between Euclid Avenue and 9th Street. Work included demolition, grading, AC paving, traffic control, channelization, curb & gutter, drive approaches, ADA access ramps, signage and striping. Mr. Wheeler managed all phases of construction, coordinated easements and utility relocation, and coordinated subcontractors. He conducted meetings with adjacent residents and businesses, city engineers, public works officials and maintained compliance with all project plans and specifications.

Concrete Repair Program, East Side Phase VI (CDBG)

CITY OF WEST HOLLYWOOD | WEST HOLLYWOOD, CA

Construction Inspector. Mr. Wheeler provided construction inspection services for the repair and/or replacement of concrete at various locations throughout the City of West Hollywood. Work items included the removal and replacement of broken or damaged PCC sidewalks, curbs, gutter, residential driveways, intersection cross gutter, curb ramps on street corners to meet ADA guidelines, and all appurtenant work.

Harbor Boulevard Median and Landscape Improvements

CITY OF COSTA MESA | COSTA MESA, CA

Construction Inspector. Mr. Wheeler provided inspection services for the landscape and irrigation improvements on Harbor Boulevard from Merrimac Way to Fair Drive. The project included removal of trees, replacement of curbs, gutters, city sidewalks, commercial driveways, ADA ramps and other related works.

Manhattan Beach Waterline and Street Improvements

CITY OF MANHATTAN BEACH | MANHATTAN BEACH, CA

Construction Inspector. Mr. Wheeler served as construction inspector on the paving portion of this Citywide waterline improvements project. The scope of work included full-width grind and overlay on all of Terrazo Place, Longfellow Drive, Ronda Drive from Kuhn Drive to Altura Way.

Emergency Storm Drain Repair

CITY OF TORRANCE | TORRANCE, CA

Construction Inspector. Mr. Wheeler provided inspection services for the repair of the storm drain pipeline located at Madison Street and Serra Drive. Excavation and removal of an 18-inch collapsed reinforced concrete pipe (RCP), including bedding material; sub-grade compaction; new crushed aggregate base; and base course asphalt and finished course asphalt. The project included shoring and traffic control, pot-holing existing utilities, and AC paved repair area. Craig received and reviewed submittals and requests for information (RFIs).

CONTACT INFO

henry.hovakimian
@nv5.com
949.585.0477

EXPERIENCE

35 years

EDUCATION

B.S. Business

A.A. Administration
(major in Management)

HENRY HOVAKIMIAN**Alternate Construction Inspector**

Mr. Hovakimian has more than 35 years of experience in construction management and inspection with specific expertise in street improvements, sewer, water and storm drain systems, heavy grading, concrete structures, traffic signals, paving and landscaping. He has successfully completed a wide range of projects for various cities and water districts in Los Angeles and Orange counties. He also has more than 45 certificates in construction, supervision, and employee safety.

Project Experience**Oak Street and Mountain Road Beach Access Rehabilitation**

CITY OF LAGUNA BEACH | LAGUNA BEACH, CA

Construction Inspector. Mr. Hovakimian's responsibilities included all facets of construction inspection for the rehabilitation of two beach access stairways. The project consisted of replacing the existing concrete stairways, replacing the deck on the Oak Street overlook, landscaping, and other associated work.

FY 2014-15 Annual Paving and Sidewalk Repair Project

CITY OF SANTA MONICA | SANTA MONICA, CA

Construction Inspector. Mr. Hovakimian's responsibilities included all facets of construction inspection and administration, including utility and multiple agency coordination; public outreach; traffic management and control; submittal, schedule, RFI, progress payment review and processing; field observation; negotiating and processing change orders; document control; and project close out including warranties, guarantees, recommending notices of completion and release of retention. Work consisted of removal and replacement of damaged asphalt; grind and overlay; slurry seal; crack seal; replacement of damaged curb, gutter and sidewalk; and striping.

Santa Margarita Parkway Gateway Improvements

CITY OF RANCHO SANTA MARGARITA | RANCHO SANTA MARGARITA, CA

Construction Inspector. Mr. Hovakimian provided construction inspection for the installation of a new monument sign at the intersection of Santa Margarita Parkway and Alicia Parkway. The project included the installation of a concrete sign, concrete parkway improvements, electrical upgrades and installation, landscaping and irrigation, as well as decorative tile work. Mr. Hovakimian provided oversight for the project as well as daily reports with calculation, material invoices, and daily progress activity by the contractors. Oversight of traffic control, compliance with plans and specifications, and jobsite safety.

FY 2015/16 Slurry Seal and Rehabilitation

CITY OF ALISO VIEJO | ALISO VIEJO, CA

Construction Inspector. Mr. Hovakimian provided construction inspection for the citywide slurry seal and rehabilitation. Services included traffic control, distribution of construction notices, oversight of construction activities, compliance with plans and specifications, and preparation of daily reports and project photos.

CivilSource

An NV5 Company

PROPOSED TEAM

San Fernando and Burbank Boulevard

CITY OF BURBANK, CA

Construction Inspector. Mr. Hovakimian provided constructability review, inspection services and recommended changes to save cost and increase efficiency. He reviewed all related documents to ensure that the project plans and specifications adequately addressed grading, earthwork, settlement, surface and subsurface drainage, foundation design, etc. Mr. Hovakimian confirmed that all ADA compliance issues, utility challenges, field topography conditions, permits, and traffic control requirements are adequately addressed. He confirmed that bid schedules adequately captured all scope of work required of the contractors.

Valley Crest Reservoir

GOLDEN STATE WATER COMPANY

Construction Inspector. Mr. Hovakimian provided construction inspection for the construction of a new reservoir including site fence, underground and above ground piping construction, electrical installation and general site grading and paving. Work also includes oversight of concrete testing, geotechnical sampling and compaction testing.

Various Projects

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS, LOS ANGELES, CA

Construction Inspector. Mr. Hovakimian's project responsibilities included the following:

- Street Improvement projects including Street Overlay, Street Reconstruction utilizing different treatments such as Chip Seal, Slurry Seal, AC overlay, new sidewalk, curb/gutter, driveway approaches, and handicap ramp construction.
- Storm drainage systems and Sewer mains required structures, such as manholes, catch basins, and reinforced concrete box culverts. Sewer mains, landscape and irrigation systems. Inspect pipeline pressure testing operation.
- Project responsibilities have included overseeing the inspectors in specific regards to compliance with required standards per LACDPW policies.
- Supervise large construction crews in various types of construction projects. Ability to coordinate vendors, contractors and inspectors to complete projects on time, and within budget. Jobsite Safety compliance by enforcing Agency's codes and regulations.
- Underground boring, conduit replacement and installation of street light base.

SAMPLE OF PROJECTS COMPLETED:

- Rancho Los Amigos Hospital exit ramp bridge repairs due to broken water line. Concrete support wall with slurry mix pumped.
- Boring and conduit replacement for traffic signals at various locations in Los Angeles.
- Boring for conduit replacement with fiber optic in the City of Burbank.
- Entire Firestone street reconstruction with street lights, curb and gutter, storm drains, utilities, and paving.
- Few hundred various locations of sidewalk, driveway, curb and gutter reconstruction in Westchester area.
- Traffic striping with RPM's in Lancaster area.
- Various locations of manhole inlet rubberized sealing process for corrosion/fume control in Signal Hills.
- Large paving project on Norwalk Blvd. City of Whittier.
- Sound proof wall construction on Paramount Blvd. City of Downey.
- Wheel chair ramps replacement project to meet the State requirements.
- Storm drain replacement for the City of Torrance and at the Los Angeles River
- Slurry seal and chip seal inspection in many areas large wheel chair ramp construction at Martin
- Large parking lot reconstruction at Martin Luther King Hospital and Hubert Humphrey Hospital.
- Los Angeles County Dept. of Public Works Safety Coordinator for 4 years, Conduct lectures, meetings and investigations throughout the LA County.
- Maintenance Management Software expert/coordinator for the LACDPW.
- Alameda Corridor rail project traffic support and traffic control.

CONTACT INFO

ray.farnaghi@nv5.com
949.585.0477

EXPERIENCE

17 years

EDUCATION

B.S. Civil Engineering

LICENSES

LEED GA

RAY FARNAGHI**Alternate Construction Inspector**

Mr. Farnaghi has more than 17 years of successful demonstrated experience in the construction management and inspection of large-scale and complex projects. Mr. Farnaghi's experience includes several large facility and park renovations and improvements. He understands the balance between working effectively with architects, engineers, contractors, inspectors, and construction crews. He works diligently to ensure that all construction activities have a strategic plan and can offer sensible resolutions to avoid delays.

Project Experience**Compton Boulevard/Wilmington Avenue Sewer Replacement**

CITY OF COMPTON | COMPTON, CA

Construction Inspector. Mr. Farnaghi provided construction observation for this project, which consisted of a combined total of 9,200 LF of new construction of 8-inch, 10-inch, 12-inch, 15-inch, 18-inch, and 24-inch VCP sewer mainlines; in-place lining construction of 8-inch, 15-inch and 18-inch existing sewer mainline segments; in-place reconnection for 28 service laterals; the restoration of the appurtenances (pavement, backfill, restoration, etc.) associated with the sewer main construction; construction of 45 new sewer manholes; and the re-construction of two existing sewer mainline connections to Los Angeles County Sanitation District sewer trunk main. The project consisted of the construction PCC sidewalk and curb and gutter. Mr. Farnaghi performed daily field and quality control inspections and measurements of the contractor's work, submittals, and construction materials.

Kermore Lane Reconstruction

CITY OF STANTON | STANTON, CA

Construction Inspector. Mr. Farnaghi performed all the necessary inspection tasks related to the work including but not limited to providing field monitoring/inspection for quality control; maintaining daily field records; coordinating inspections and testing with consultants and other agencies; attending all pre-construction and weekly field meetings; providing a comprehensive understanding of County, State, and Federal regulations related to construction sites; perform final job walk and prepare project punch list; and provide the City with all inspection reports, construction photos, and project closeout documentation including project completion forms, final inspection reports, and the contractor's redline drawings; all while ensuring that the contractor adheres to the approved construction schedule and budget. The project consisted of the construction PCC sidewalk, driveway, and curb and gutter.

Water Main Replacement

CITY OF COMPTON | COMPTON, CA

Construction Inspector. Mr. Farnaghi provided construction observation services for the Water Main Replacement Project, which included the reconstruction and replacement of the City's water distribution pipelines with all appurtenances service connections. Project included installation of 30,000 feet of new DIP watermain ranging from 8-inch to 12-inch in diameter. Also included installation of 300 new fire hydrants and 1,000 new water services.

CivilSource

An NV5 Company

PROPOSED TEAM

Canada Water Pipeline Project

CITY OF GLENDALE DEPARTMENT OF WATER AND POWER | GLENDALE, CA

Construction Inspector. Mr. Farnaghi provided construction inspection services for this \$2M domestic water project including removal and replacement of 6,000 LF of Ductile Iron Pipe waterline with diameters ranging from 8 inches to 30 inches, relining of 11,000 LF of existing Cast Iron Pipe, as well as installation of valves, fire hydrants, and water services.

Various projects

CITY OF GLENDALE DEPARTMENT OF WATER AND POWER | GLENDALE, CA

Construction Inspector. Mr. Farnaghi provided construction inspection services to Glendale Water and Power (GWP) for various projects. Our team was contracted to provide construction management and inspections services needed during all pre-construction and construction phases for planning, supervision, and quality assurance of project(s) as directed by GWP staff. The projects included construction of several water, wastewater, and recycled water projects.

Ben Lomond - Kenneth Pipeline

CITY OF GLENDALE DEPARTMENT OF WATER AND POWER | GLENDALE, CA

Construction Inspector. Mr. Farnaghi was responsible for site observation, construction quality, compliance with contract documents, general site safety, preparation of daily reports and photo documentation. He also assisted with the progress payment review and work progress compared to established baseline schedules. The project consisted of the construction of 10,400 LF of new water main and abandoning in place the existing water mains currently in service. The new water mains are 8-inches in diameter and of pressure-class 350 ductile-iron material. The work also consisted of replacing all existing fire hydrant assemblies and installing new additional hydrant assemblies to comply with Glendale Fire Department requirements. The project was completed through a single Design-Build Entity (DBE).

Blandwood Road/True Avenue Sewer Lift Station Replacement

CITY OF DOWNEY | DOWNEY, CA

Construction Inspector. Mr. Farnaghi was responsible for site observation and construction quality for the City's objective to replace two old sewer lift stations on Blandwood Road and True Avenue with a new wet well submersible type sewer lift station. The project includes construction of a new sewer gravity and force main lines to deliver from and convey raw sewage to the new station. The project consisted of the construction PCC sidewalk, driveway, and curb and gutter.

Lang Ranch Park Revitalization

CITY OF THOUSAND OAKS | THOUSAND OAKS, CA

Construction Inspector. Mr. Farnaghi was responsible for overseeing the 10-acre park revitalization that included installation of new water/sewer/recycled water lines throughout the park and adjacent streets ranging from 4-inch to 12-inch in size. Project also included a 0.4 mile permeable asphalt walking path, underground irrigation, and new restroom building.

Johnny Carson Park

CITY OF BURBANK | BURBANK, CA

Construction Inspector. Mr. Farnaghi was responsible for overseeing the renovation of the park's underground utility system including irrigation, water and sewer systems. Project included the installation of main 8-inch sewer line, 4-inch irrigation and 8-inch DIP waterlines, and improvements to general aesthetics with new landscape and hardscape.

Cougar Park Community Building

CITY OF COVINA | COVINA, CA

Construction Inspector. Mr. Farnaghi was responsible for overseeing the Cougar Park community building construction. This is a new community building used as a community center and day camp for the local community. The design provided for a main lobby area, banquet rooms, recreation rooms, kitchen, restrooms and utility rooms. This \$2.25M project included installation of site landscaping, water, sewer and irrigation line.

Pasadena High School Renovation

CITY OF PASADENA | PASADENA, CA

Construction Inspector. Mr. Farnaghi was responsible for overseeing this \$18M renovation of 15 buildings including MEP upgrade and installation of new underground utilities.

**BENJAMIN OCASIO**

FEDERAL FUND MANAGER/
CONTRACT ADMINISTRATOR

Mr. Ocasio has more than 25 years of experience providing prevailing wage monitoring and enforcement services, Project Labor Agreement/Project Stabilization Agreement, workforce and business outreach services, and Disadvantaged Business Enterprises compliance services on numerous large public works projects throughout Southern California. He began his prevailing wage career as a Management Assistant with the City of Los Angeles Office of Contract Compliance. He also received training as a Caltrans Inspector.

EDUCATION

University of Southern California
M.P.A. Public Affairs (1983); B.S. Urban & Regional Planning (1981)
Valley Leadership Institute (2000)

During this engagement, Mr. Ocasio will provide the following services:

- ✓ Contract Manager on behalf of Pacific Resources Services
- ✓ Lead the efforts on the Team to implement and manage the prevailing wage monitoring and enforcement services
- ✓ Serve as the Labor Compliance Officer on behalf the client
- ✓ Provide technical to contractor and Project Management Staff, including training of City staff as directed
- ✓ Manage reporting to City

PROPOSED TEAM



Ross Khiabani, P.E., G.E.

President and Chief Executive Officer

Education

1981, California State University, Long Beach, Geotechnical Engineering, M.S.

Registration

1983, Civil Engineer, CA, No.37156

1993, Geotechnical Engineer, CA, No.2202

1993, Civil Engineer, NV, No.11256

1995, Civil Engineer, AZ, No.27068

Affiliations

American Public Works Association

American Society of Civil Engineers; Geotechnical Group, Los Angeles Section, Past Chair

California Geotechnical Engineers Association

Consulting Engineers and Land Surveyors of California

Council of Civil Engineers and Land Surveyors, Los Angeles County

The Society of American Military Engineers

25 Years Experience

Mr. Khiabani has 25 years of professional experience in performing a diversified geotechnical assignments involving soil mechanics and foundation engineering, soil stabilization, landslide analysis and stabilization, settlement evaluations, liquefaction studies, temporary and permanent slope stability analyses, laboratory testing, and onshore and offshore exploration. He has worked on a wide variety of projects ranging from commercial, industrial, residential, institutional, ports and harbors, public works, transportation including major bridges, local roads, freeways and toll roads and water and waste water facilities. This broad base of experience has given him unique insight into local geotechnical and seismic conditions, construction processes. He has over ten years of project management experience, managing projects with budgets ranging from \$10,000 to over a million dollars.

During his career, Mr. Khiabani has been actively involved in technical and management positions of numerous geotechnical projects involving major landslides, analyses, mitigation, compressibility and collapse potential identification and mitigation measures, lateral earth pressures and strengths identification, laterally loaded piles/walls under temporary and permanent conditions, and soil dynamics, such as liquefaction and slope stability analysis and mitigation methods. As a project manager, Mr. Khiabani has had close communication with local, city, county, and state reviewers and is familiar with governing codes and requirements.

Specific Project Experience

Flintridge Oak Drive Storm Drain Project, City of La Cañada Flintridge. Project Manager for a geotechnical investigation to reconstruct approximately 200-foot of 30" Reinforced Concrete Pipe Storm Drain to collect water at Catch Basins at Georgian and Richard roads and connect to Paradise Canyon Channel at East end. The investigation consisted of 2 exploratory borings, soil sampling and logging, geotechnical laboratory testing, engineering analyses, recommendations for trench shoring, and bedding and backfill requirements.

Santa Ana Street and San Antonio Avenue Restoration, City of South Gate, CA. Project Manager for geotechnical services of inspection and testing for one and a half miles of asphalt lay down operations on Santa Ana Street and San Antonio Avenue. The services included (1) ensuring contractor placed AR4000 tack coat on cold milled sections followed by a petro-mat prior to laying asphalt, (2) measuring asphalt temperature, thickness, and density during paving operations, and (3) inspecting the relative flatness of transverse and longitudinal lines to ensure that feathered lines were per "Greenbook" standards.

The Old Road Widening Project, City of Santa Clarita, CA. Project Manager for a geotechnical investigation for the proposed The Old Road Widening Project. The project dealt with the following major geotechnical issues: (1) effects of embankment fill-induced settlement on The Old Road Over Santa Clara River Bridge Replacement Project, (2) foundation design for a bridge replacement over a railroad, and (3) pavement design for the widened roadway.

Superstreet Widening, Costa Mesa, CA. Project Manager and Engineer for widening of Harbor Boulevard, between Sunflower and Adams Avenue.

On-Call Services, City of Santa Ana, Santa Ana, CA. Project Manager for on-call services. The projects consisted of design and testing, for roads, pavements, parks, structures, and other miscellaneous projects.

UNDERSTANDING

Based on a review of the RFP, the plans and specifications, and a detailed site visit, we understand the scope of work to include parkway and street improvements on various local/residential streets in various areas of the City.

Specific improvements include:

1. Street Rehabilitation including:
 - Reconstruction of existing roadway structural section
 - Roadway resurfacing (coldmilling and overlay)
 - Construction of speed bumps
 - Adjustment of utilities
 - Traffic signage and striping
2. Parkway Improvements including:
 - Reconstruction of ADA ramps and installation of surface mounted truncated domes
 - Reconstruction of sidewalks and driveways
 - Reconstruction of curb and gutter

PROJECT SPECIFIC ISSUES

Based on our understanding of the project and experience with similar projects, we will give special considerations to the following key issues:

SENSITIVITY TO CONSTRUCTION IMPACTS TO RESIDENTIAL NEIGHBORHOODS

Most of the construction shall take place in residential areas where dust and noise impacts, access to residential driveways as well as the availability of on-street parking are critical concerns. We will work closely with the contractor to maintain access to private property. We will also work with City staff and the contractor to pro-actively notify residents of upcoming work. On previous citywide paving and sidewalk repair projects in the Cities of Santa Monica, Norwalk, and Yorba Linda, we found that providing sufficient advanced notice and information on upcoming work minimizes complaints.

PUBLIC OUTREACH

As mentioned above, advanced notification and effective communication with residents and businesses is key for a successful project delivery. On previous projects with the City of Santa Monica, we developed extensive public outreach programs that successfully notified residents and business owners of upcoming improvements, promoted public interest and created an overall positive feedback for the project. One of the key features of our public outreach program is providing the public with a toll free number for



Roosevelt Elementary School at San Vicente Street and Holly Avenue

information, questions, and comments.

Another critical aspect is verbal and written notification. Issuing informational flyers about the project and advanced written notices about upcoming work and following this up with verbal communication eases public concerns and allows residents and businesses to prepare for anticipated impacts.

COORDINATION WITH SCHOOLS

During our site visit, we noted an elementary school (**Roosevelt Elementary School**) at San Vicente Street and Holly Avenue. We will work closely with the contractor to ensure access is maintained to all impacted schools in the project area and that proper traffic control is implemented at all times. We will also work with the contractor and the school administrative staff to provide sufficient advanced notification and also to schedule paving activities so as to minimize conflicts with school start and dismissal times.

TRAFFIC CONTROL

If not addressed properly, traffic control can become an issue during construction. Traffic control should be set to create a safe working ground for the contractor as well as vehicular and pedestrian traffic. The NV5 team will ensure that all traffic control devices are set in accordance with the approved traffic control plan as well as the latest edition of the CA MUTCD and the Work Area Traffic Control Handbook (WATCH Manual). Should a project-specific, engineered Traffic Control Plan be required, we have an in-house Traffic Engineering design team that can provide assistance and support in reviewing the plans.

TREE CANOPIES

Low, overhanging tree canopies are often overlooked and may impact cold-milling and paving activities. Specifically,

DETAILED WORK PLAN

low tree canopies prohibit the dump trucks hauling asphalt material from lifting their beds, which go over 20 feet in height. We recommend verifying the heights of the existing tree canopies on Pixley Street. During our site visit, we noted that these streets had particularly low canopies and may require trimming before cold-mill and paving activities commence so as to avoid impacts to the progress of the construction.

PROJECT APPROACH

NV5's approach to construction management and inspection is centered on our established policy of consistent and effective employee oversight. Though **Amy Amirani, Principal-in-Charge**, will be ultimately responsible for overall management of our resources, she depends on a carefully structured hierarchy to ensure quality control in construction management and inspection. Our Construction Manager will monitor projects continuously to verify that all personnel are performing within the guidelines of our established procedures, which are patterned after the Caltrans Construction Manual. NV5 takes this a step further with implementing a pro-active public relations program and a concerted effort to identify previously unforeseen potential claims.

COMMUNICATION

NV5's construction manager will be in constant communication with the assigned construction services staff. The construction manager will emphasize the need to maintain an orderly and complete project file in conformance with the Caltrans Construction Manual. This is the basis for our standard filing and general communication and correspondence procedures. These expectations are well-known by our staff and routine contact provides verification of conformance.

SCHEDULE CONTROL

Our construction support services team gives considerable attention to monitoring project schedules. We will coordinate, review and make recommendations for changes to the Critical Path Method (CPM) schedule generated by the contractor. As changes or discrepancies occur between the CPM schedule and as-built conditions, the project schedule and cost estimates will be updated. We will review the contractor's schedule on a weekly basis and will maintain an as-built/working schedule to reflect as-built conditions to date.

COST CONTROL AND REPORTING

Cost control is a key element to successfully delivering a project and must be thoroughly integrated with other



Pixley Street

control methods (scope change control, schedule control and quality control) to ensure that the City receives full value for all funds earmarked for the project. Key elements of our cost control program include: establishment and maintenance of a project budget; value engineering and constructability reviews of project plans and specifications; sufficient vetting of owner requested or contractor generated changes; thorough review and evaluation of change order cost proposals; close monitoring of force account work; and regular maintenance of a change order log. NV5 provides a monthly status report that includes work accomplished during the reporting period, work to be completed during the next reporting period, budget and schedule status, potential out-of-scope items, and a summary of issues and concerns pending resolution.

SAFETY

Our inspectors are knowledgeable and trained in all CalOSHA, WATCH Manual and MUTCD regulations. Indeed their extensive experience allows them to spot any deficiencies or violations immediately, without having to consult written specifications or guidelines and it allows them to work out solutions with the contractor with minimal impact to construction progress.

MOBILITY

Each member of our construction support services team has access to a mobile office that includes a laptop, Internet/email access, mobile phone, mobile project files, digital cameras and other required materials. Our team members are always available via mobile phone and email for easy access and continuous communication.

COMPREHENSIVE QUALITY ASSURANCE AND QUALITY CONTROL

Our inspectors are knowledgeable in all Public Works

industry standards, including Greenbook and Caltrans standards. Also, prior to start of the work, our inspectors will also make sure that they have a razor-sharp understanding of the plans and specifications. And as with safety, their extensive construction experience allows them to spot deficiencies in the work without having to consult the contract documents. This allows for resolution of these issues in a timely manner.

LABOR COMPLIANCE AND WAGE MONITORING

We will review funding with the City to confirm any special requirements affecting the work, and identify accounting and reporting requirements. We will enforce any applicable Labor Compliance requirements and ensure all certified payroll reports are submitted each month with the payment applications. **Pacific Resources** will review these reports, verify payroll amounts against wage reports and then submit to the City for filing. They can also perform monthly EEO interviews if necessary and complete the required forms. They will work with the contractor to maintain adequate project files and to correct any and all labor compliance violations.

INSPECTION REPORTS — CIVILSOURCE APP

Our new proprietary iPad application is a user-friendly application designed to take some of the typical reporting work and simplify it. Our observers have been issued an iPad device to assist in their day-to-day on-site observations. Features of the Application include:

- Step-by-step guides to complete and fill-out appropriate sections of the observation report (daily inspection report).
- Automatic weather and site condition updates based on the devices GPS location.
- Options to take daily photos through the application with the ability to attach the photos to the observation report.
- Basic, common information that can be carried over from the previous days' report in order to save the observer time of filling out a new report each day on a job site.
- Drop-down menus for equipment and labor classifications that are built into the application to assist observers to complete and fully account for their site observations.
- Prompt feature notifications that alert the observer when any portion of the report is not complete.
- Automatic upload of a PDF version to the NV5 server



once reports are completed, signed, and saved. This feature will save time during project close-out.

- QA/QC feature for every use. The supervisor approves and finalizes the report and can request corrections.

This application is one of many ways NV5 is working to be innovative to get the most accurate and timely information to the City.

SCOPE OF SERVICES

NV5 views construction management not simply as a list of tasks grouped by category but as a sequential and thorough process. We will provide all of the following tasks we feel may be required to meet the project objectives.

I. PROJECT START-UP, COORDINATION & ORIENTATION PHASE

This phase is essential to establishing communications, setting protocols, and building the procedural framework for the project. In particular, we establish communications between the project team, including the construction management team, City staff, the engineering design team, the contractor, utility companies, and other interested parties, to the resolution of construction issues. Our pre-construction services can include:

- Review funding with the City to affirm the special requirements affecting the work, and identify accounting and reporting requirements that will be followed.
- Develop a project specific management plan that outlines the procedures for all team communications, reporting, review and approval of critical submittals, protocol for weekly meetings, distribution of documentation, change order procedures, and other necessary procedures in order to streamline the

DETAILED WORK PLAN

project. Ensure buy-in from all project members prior to the start of construction.

- Establish and ensure implementation of a coordination plan to coordinate work (e.g. utility facility relocations) and work impact (e.g. traffic and access) with all affected agencies including utilities, police and fire departments, home owner associations, and special districts.
- Prepare a master project schedule and follow up with contractor on a regular basis to make sure completion is within the scheduled time.
- Ensure that each member of our project team will have access to a mobile office, which includes a laptop, internet/e-mail access, mobile phone, mobile project files, digital cameras and other required materials. Our construction managers and inspectors are always available via mobile phone for easy access and continuous communication.

II. CONSTRUCTION PHASE

NV5 will focus on the daily tasks that are required to ensure the contractor is executing the work according to the accepted CPM baseline schedule, the budget is maintained, and the City is informed and involved on all decisions and aspects as the project is delivered. Timing is critical, and expedient managerial procedures will be a key factor for staying on schedule and within budget. Our construction phase services can include:

- Facilitate a pre-construction meeting to cover, at a minimum, the overall project objectives, responsibilities of key personnel and agencies, schedules, schedule of values, submittal procedures, correspondence, utility relocations, local agency permit requirements, RFQ/RFI processes, progress payments, change orders, safety issues, emergency response requirements, and all other pertinent topics. NV5 will provide opportunities to have the contractor's questions answered and will collect all of the required submittal items at that time. Meeting agendas and minutes will be prepared and distributed to all attendees.
- Coordinate weekly progress meetings with City staff and the contractor to update the status of the project and discuss the schedule, near-term activities, clarifications and problems which need resolution, coordination with other contractors, change order/submittal/RFI status, safety issues, OSHA visits and citations, etc. Coordination shall also include preparation of agendas and meeting minutes. Meeting minutes will be distributed to the contractor



Locust Avenue

and City staff for comments within three (3) days and the final and approved minutes within two working days of receipt of comments.

- Immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior to, during, or after the construction work.
- Provide project coordination for project control during the construction period by monitoring the contractor's work progress, personnel, equipment and materials to ensure that adequate resources are available to meet the project schedule and that the contractor's work is in compliance with the contract documents. Coordination will include ensuring that City activities (such as bus routes, street sweeping and trash pick-up) and responsibilities are addressed and appropriately scheduled so as not to affect the progress of the work.
- Require the contractor to maintain an updated set of drawings, specifications, addenda, bulletins, change orders, or other document updates at the jobsite. Updates shall incorporate modifications and changes from all sources such as submittals, RFIs, field orders, etc.
- Process RFIs and ensure timely distribution to and response by appropriate project team members (City staff, engineer, other agencies). Response to RFIs shall take no longer than seven (7) calendar days. We will coordinate all technical support and constructability reviews during preparation of responses to RFIs and maintain an RFI log to track closed and outstanding RFIs.
- Ensure an efficient submittal process, beginning with the contractor delivering a submittal schedule for review within 10 calendar days after the effective

date of the construction contract. NV5 will provide technical support during review of the submittal schedule (and at a minimum weekly thereafter) to ensure compliance with the contract documents and note any matters of concern to the City, such as potential impacts to schedule. We will monitor, process, and forward for approval all submittals and ensure timely distribution to and review by appropriate project team members (City staff, engineer, and other agencies).

- Review and recommend for approval the contractor's CPM baseline schedule and, upon acceptance, adopt for the remainder of the project. Monitor work progress in accordance with this baseline schedule on a daily, weekly, monthly basis to ensure the contractor maintains all milestone and critical-path dates. Indicated slippage will be addressed during the project meetings and written reports.
- Review and respond to requests for design revisions by the contractor. Provide recommendations and forward all responses for approval to the City and/or design engineer prior to transmitting to the contractor.
- Coordinate evaluation of and provide recommendations for "or-equal" or product substitution requests with the design engineer, City, vendors, manufacturers, and others.
- Initiate and review field orders when a change in the work is needed to maintain the design intent. We will issue field orders to the contractor and monitor the work for compliance. Changes will be logged and recorded in the record specifications and plans. If required, we will follow-up with a change order within 14 calendar days of mutual agreement with the contractor on pricing and conditions.
- Receive, evaluate for reasonableness and cost effectiveness, negotiate, and recommend for approval any submitted change orders by applying knowledge of prevailing wage rates, material unit cost guide publications, quantity take-offs, or other measures required in order to substantiate and/or negotiate change orders. Maintain a change order log to track executed and potential change orders and monitor the amounts against the total construction contract.
- Develop a cost control system to monitor actual versus estimated costs, differences will be included in weekly status meetings. For authorized work, accounting records will be maintained using contract unit costs. For any additional work, accounting records will reflect actual costs of time and materials.
- Review contractor(s) Safety Program for compliance



Carlin Avenue

with City standards as well as any OSHA regulations. Recommend contractor(s) submit site-specific safety plans that identify the risks and liability arising from specific operations relating to the project.

- Maintain a safe working environment. All NV5 personnel will wear hard hats, safety vests, and rubber-soled shoes at all times while on-site.
- Create and maintain a daily account of all construction activities. Request, review, analyze, and use for reporting, the daily construction reports as generated by the contractor(s). This will be a vital source of information for identifying and reviewing potential delays, weather impacts, labor shortages, untimely deliveries of long lead items, and other factors that can lead to schedule and cost impacts. Adverse findings will be included in weekly status meetings.
- Review and forward for approval the contractor payment applications. Conduct the monthly "pencil draft" with the contractor to review the progress to date and verify that payment applications represent work in place and are in compliance with the accepted SOW and the requirements of the construction documents. Once the payment applications are reviewed and approved, and once we have verified that the contractor's record drawings are current, the construction schedule is updated, and weekly certified payroll reports are submitted, we will forward to the City for approval.
- Enforce Labor Compliance requirements, including completion of Federal Labor Compliance Pre-job checklist. NV5 will ensure all certified payroll reports are submitted each month with the payment applications. We will use our in-house experts to review these reports, verify payroll amounts against

DETAILED WORK PLAN

wage reports, and then submit to City for filing. NV5 will work with the contractor to correct any and all labor compliance violations.

- Ensure compliance with funding requirements set forth in pre-construction phase and assist City as necessary with reimbursement procedures.

INSPECTION

Detailed and accurate quality control inspection of the contractor's work is required for successful project completion. Our inspector will discuss any appropriate revisions to the contractor's methods and coordinate with the City's project manager and inspector at all times that work is progressing. Our inspection services can include:

- Review and become familiar with all contract- and construction-related documents, including plans and specifications, traffic control plans, construction schedules, construction sequences and permitting requirements; present any concerns during pre-construction meeting. Attend subsequent progress meetings to maintain communication regarding issues or problems. For all projects, maintain correspondence file and copy all contractor communications to City.
- Perform daily field and quality control inspections and measurements of the contractor's work, submittals, and construction materials to ensure all conform to the contract documents, City codes and ordinances, "Greenbook" Standard Specifications, Manual of Traffic Controls for Construction and Maintenance Work Zones, Caltrans Construction Manual, and all other applicable codes and regulations. Health and safety measures will be strictly enforced to maintain a safe construction environment.
- Prepare daily reports detailing work completed and/or other activities for each day the contractor performs work. Daily reports will be kept in a bound notebook and will state at a minimum the date, weather conditions, traffic control measures taken, progression of work, materials used, and subcontractors, equipment and employees on site, and any major incidents/safety violations. We will also prepare reports of deviations and non-conformance to specifications and provide responses in accordance with the specification requirements. Notices of non-compliance will be immediately delivered to the contractor for any and all deviations.
- Perform weekly progress photos and a video survey at project initiation. We will perform and will require the contractor to perform, and will review for



Bales Street

completeness and quality, the essential photographic logging as required in this project. Documentation will be used for monthly reporting to City, updates for informational websites, and documentation for any potential claims by contractor. Photos and a video survey will also ensure that the site is returned to its original condition at the end of the construction period.

- Maintain a digital photo library of significant construction activities. We will take additional photos to document differing site conditions, change orders and claim items. We will incorporate the photos taken by others in the overall photo documentation record of the project.
- Monitor utility coordination as set forth in pre-construction meeting reporting conflicts to City and recommending course of action.
- Ensure compliance to coordination plan set forth in project start-up to mitigate construction impacts to business and residents, altering and revising coordination plan as project demands require. As part of the coordination plan, monitor site safety, public safety and convenience, reporting problems to City.
- Ensure implementation of a traffic control plan that is in accordance with the latest "Work Area Traffic Control Handbook" (WATCH) manual requirements, the City's requirements, and the contract documents.
- Ensure compliance with funding requirements set forth in pre-construction phase, conducting field employee interviews as necessary and reporting resulting information to City. Provide complete measurements and calculations to administer progress payments, ensure contractors submit certified payroll reports, and make recommendation for payments.

- Maintain a change order log to track executed and potential change orders and monitor the amounts against the total construction contract as well as times of dispute and notification, and action taken.
- Compile detailed punch-lists with City, consultants, and contractor. NV5 will conduct a preliminary walk-through with the contractor to ensure there are no blatant issues and to generate a preliminary punch-list. After completion of the preliminary punch-list items, prepare the final punch list and coordinate with contractor for item completion. All punch-lists generated will include schedules for completion.
- Upon project completion, conduct final inspection, close-out permits including encroachment and construction/excavation, and prepare and submit as-built plans to City.

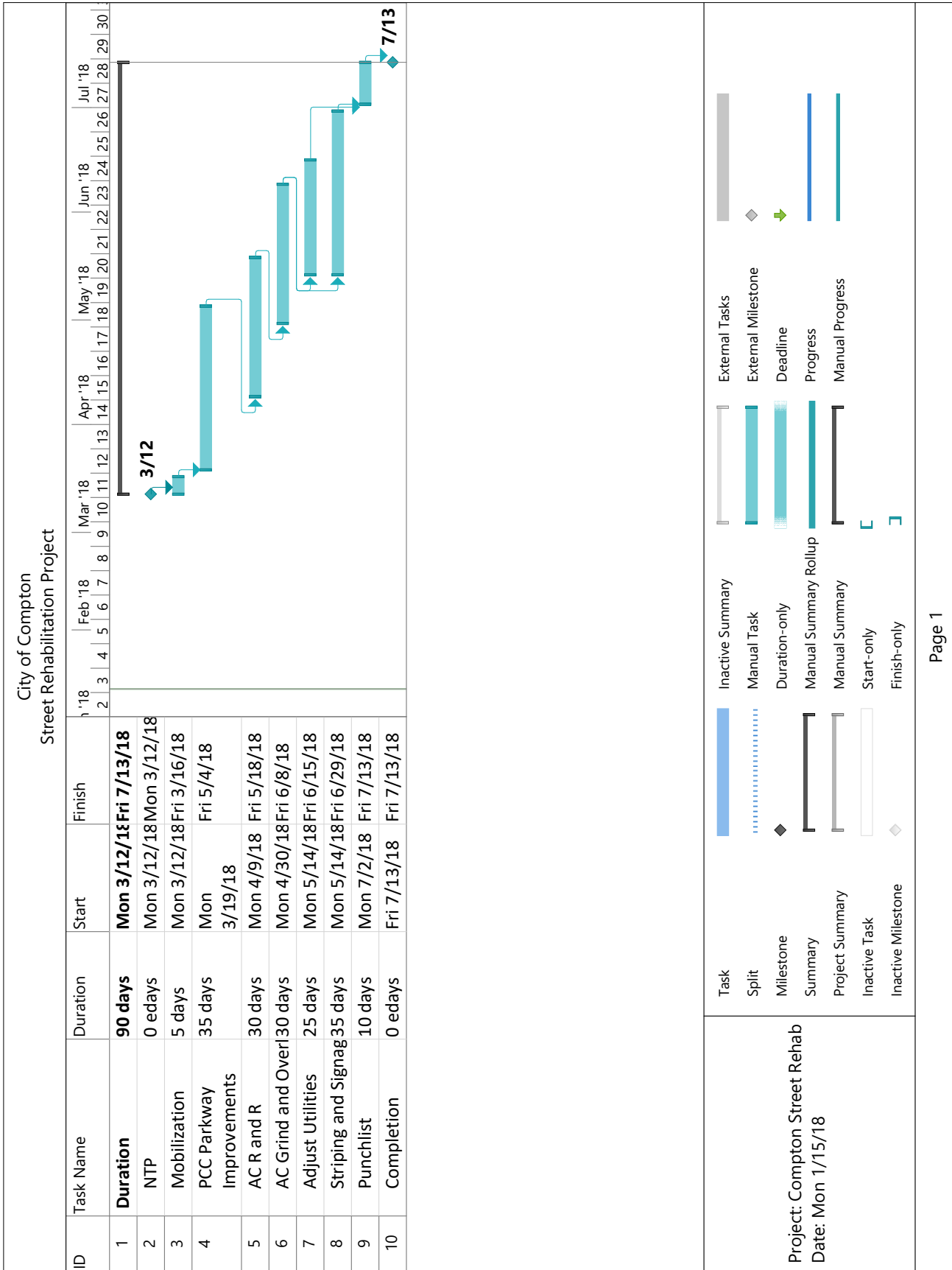
III. POST-CONSTRUCTION PHASE

NV5 is committed to executing an expedient close-out schedule. We have had considerable success in outlining the requirements during the initial start of construction and monitoring progress on a monthly basis with milestones. Our philosophy on such projects is “close-out starts during pre-construction.” Our efforts will begin at the outset to outline and anticipate all project close-out deliverables. Financial close-out is a critical activity and it is best to have the contractor negotiate final contract amounts once their subcontractors’ scope of work is complete. Our post-construction phase services can include:

- Document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- Compile detailed punch-lists with City, consultants, and contractor. NV5 will conduct a preliminary walk-through with the contractor to ensure there are no blatant issues and to generate a preliminary punch-list. After completion of the preliminary punch-list items, the project manager will conduct a punch-list walk-through with the consultants to generate a second punch-list, if required. After completion of the consultant’s punch list items, the Project Manager will conduct the official punch-list walk-through with City staff and the engineer (and all subs if necessary) to generate the official and final punch list. All punch-lists generated will include schedules for completion.
- In the event contractor claims arise, act on behalf of the City to review, evaluate, negotiate and recommend rejection/approval of such claims by our in-house

expertise. All potential claims will be identified, logged, monitored and reported immediately to the City. Monitor the collection and completeness of the close-out packages for all components, and then turn in the final project records and documents to the City.

- Investigate any claims for damages by private parties and respond in writing within two calendar days of receipt of claim. Responses will be coordinated with the City’s project manager.
- Advise the City when it is appropriate to file the notice to completion based on all expired time and other conditions required.
- Review the contractor’s final application for payment for completeness and forward to City for approval.
- Maintain all relevant records for a minimum three (3) years. Allow all authorized federal, state, county, and City officials access to all relevant contract records pertinent to these projects.



FEE PROPOSAL

Please see separately sealed envelope marked “Fee Proposal”.

DISADVANTAGED BUSINESS ENTERPRISE

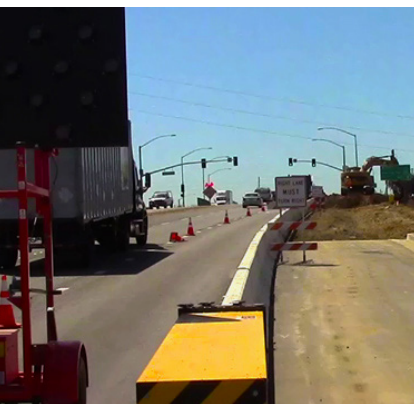
DISADVANTAGED BUSINESS ENTERPRISE

NV5 is not a certified DBE. Should there be a DBE goal instituted for this contract, we will make the good faith efforts and comply with requirements to try to meet the goal.

PLACENTIA AVENUE REHABILITATION PROJECT CITY OF PLACENTIA					
CivilSource provided construction management, inspection, labor compliance, and funding oversight services for this federally funded rehabilitation project. The project rehabilitated Placentia Avenue from Chapman Avenue to Ruby Drive. It included removal and replacement of asphalt, improvements to curb and gutter, sidewalks, installation of new traffic loops and pedestrian signaling, adjusting manholes to grade, and signing and striping.					SERVICES PROVIDED • Construction Management • Construction Administration • Construction Inspection • Labor Compliance • Federal Funds Oversight
OWNER/CONTACT City of Placentia	ADDRESS/PHONE/EMAIL 401 E. Chapman Avenue Placentia, CA 92870	START DATE June 2017 COMPLETION DATE August 2017	CONSTRUCTION COST \$1.3M CONTRACT \$112k	KEY STAFF Amy Amirani, Peter Salgado, Henry Hovakimian, Raina Davis	
ANNUAL CITYWIDE SIDEWALK REPAIR FOR FY 2015/16 CITY OF SANTA MONICA					
CivilSource provided construction management and inspection services for the saw cutting, removal and replacement of sidewalks at various locations citywide, which included more than 70,000 square feet of 4-inch concrete sidewalks, 800 square feet of 6-inch sidewalk, 3,200 square feet of 6-inch driveway approaches, and 500 linear feet of concrete curb. Prior to project kick-off, our inspectors assessed and documented all proposed sidewalks, curbs, and drive approaches citywide.					SERVICES PROVIDED • Construction Management • Construction Inspection • Construction Administration
OWNER/CONTACT City of Santa Monica	ADDRESS/PHONE/EMAIL 1437 4th Street, Suite 300 Santa Monica, CA 90401	START DATE September 2016 COMPLETION DATE July 2017	CONSTRUCTION COST \$2.1M CONTRACT \$220K	KEY STAFF Amy Amirani, Peter Salgado, Henry Hovakimian, Craig Wheeler	
SANTA MONICA BOULEVARD MID-BLOCK TRAFFIC SIGNAL INSTALLATION AND STREET IMPROVEMENTS CITY OF WEST HOLLYWOOD					
As part of our on-call contract, CivilSource provided construction management and inspection services for the installation of a traffic signal on Santa Monica Boulevard. The scope of work included roadway reconstruction and resurfacing; reconstruction of sidewalks, driveways, curb, gutter, cross gutters, and ADA curb ramps; installation of new traffic signals, controllers and flashing beacon; and traffic striping and signage on this busy segment of Santa Monica Boulevard between Orange Grove Avenue and Ogden Drive.					SERVICES PROVIDED • Construction Management • Construction Inspection
OWNER/CONTACT City of West Hollywood	ADDRESS/PHONE/EMAIL 8300 Santa Monica Blvd. West Hollywood, CA 90069	START DATE September 2016 COMPLETION DATE April 2017	CONSTRUCTION COST \$400K CONTRACT \$80K	KEY STAFF Amy Amirani, Peter Salgado, Kurt Pegg, Matt Greer	
BELLFLOWER BOULEVARD PEDESTRIAN ENHANCEMENTS CITY OF BELLFLOWER					
CivilSource provided construction management and inspection services for the roadway and pedestrian/parkway improvements of Bellflower Boulevard between Flower and Flora Vista Streets. The scope of work included roadway reconstruction and resurfacing; reconstruction of sidewalks (including decorative paving), driveways, curb, gutter, cross gutters, and ADA curb ramps; installation of traffic signals, controller cabinets, and flashing beacon; landscaping and irrigation; and traffic striping and signage (including decorative crosswalks at the intersections).					SERVICES PROVIDED • Construction Management • Construction Inspection
OWNER/CONTACT City of Bellflower	ADDRESS/PHONE/EMAIL 16600 Civic Center Drive Bellflower, CA 90706	START DATE January 2016 COMPLETION DATE November 2016	CONSTRUCTION COST \$1.2M CONTRACT \$95K	KEY STAFF Amy Amirani, Peter Salgado, Matt Greer	

APPENDIX — ADDITIONAL EXPERIENCE

LAKEWOOD BOULEVARD/ROSEMEAD BOULEVARD AT TELEGRAPH ROAD WIDENING CITY OF DOWNEY						
CivilSource provided construction management and inspection services for the Lakewood Boulevard/Rosemead Boulevard project that widened the northbound side of Lakewood Boulevard to allow for a wider right turn lane. It also required the widening of the eastbound side of Telegraph Road to construct additional left turn lanes and right turn lanes in the eastbound and northbound directions. The removal of existing medians, construction of new asphalt and concrete roadway, various domestic water improvements and traffic signal modifications were also required under the scope of work. CivilSource also provided oversight for materials testing services, in accordance with the City's Quality Assurance Program. Services were often provided during night and weekend hours.						SERVICES PROVIDED • Construction Management • Construction Inspection • Construction Administration
OWNER/CONTACT City of Downey	ADDRESS/PHONE/EMAIL 11111 Brookshire Avenue Downey, CA 90241	START DATE July 2015 COMPLETION DATE September 2015	CONSTRUCTION COST \$3M CONTRACT \$130K	KEY STAFF Amy Amirani, Peter Salgado, Safa Kamangar, Mike Helma, Raina Davis		
HARBOR BOULEVARD WIDENING PROJECT CITY OF COSTA MESA						
CivilSource provided construction management and inspection services for this roadway widening project. The project improved traffic operations along northbound Harbor Boulevard, one of the county's most heavily traveled roadways, by widening the roadway to accommodate a fourth northbound through lane. The project also included signal modifications at two intersections to accommodate the widening, construction of a new sidewalk, street light relocations, utility relocations and landscaping improvements on private property. The project was constructed to meet the recommended roadway widths/geometrics as specified in the Harbor Boulevard Smart Street Study as well as the Orange County Transportation Authority's (OCTA) Master Plan of Arterial Highways (MPAH).						SERVICES PROVIDED • Construction Management • Construction Inspection • Construction Administration
OWNER/CONTACT City of Costa Mesa	ADDRESS/PHONE/EMAIL 77 Fair Drive Costa Mesa, CA 92626	START DATE July 2015 COMPLETION DATE November 2015	CONSTRUCTION COST \$800K CONTRACT \$120K	KEY STAFF Amy Amirani, Peter Salgado, Ray Farnaghi		
HARBOR BOULEVARD BEAUTIFICATION PROJECT CITY OF COSTA MESA						
CivilSource provided construction management, inspection, and labor compliance services for this federally funded project designed to enhance the landscape and overall streetscape of Harbor Boulevard. The work consisted of constructing landscape buffers between the street curb and the sidewalks with drought-tolerant landscaping, state-of-the-art irrigation and the planting of mature palm trees to create a more comfortable pedestrian atmosphere. The City planted a total of 118 palm trees and 18 decorative trees in the public right of way. Work also included installing a monument sign with solar powered lighting. The project was administered in compliance with the Caltrans Local Assistance Procedures Manual.						SERVICES PROVIDED • Construction Management • Construction Inspection • Construction Administration • Labor Compliance • Federal Funds Oversight
OWNER/CONTACT City of Costa Mesa	ADDRESS/PHONE/EMAIL 77 Fair Drive Costa Mesa, CA 92626	START DATE May 2014 COMPLETION DATE October 2014	CONSTRUCTION COST \$1.3M CONTRACT \$26K	KEY STAFF Amy Amirani, Peter Salgado		
190th STREET REHABILITATION CITY OF TORRANCE						
CivilSource provided construction support services for the 190th Street Rehabilitation Project. The project included roadway repairs and resurfacing; sidewalk, curb ramp, and curb and gutter repairs; traffic signal modifications; striping and other ancillary site work. 190th Street is a major arterial fronted by both residential and commercial areas. Our construction support team worked closely with the contractor to ensure that proper traffic control was implemented and that impacts to vehicular and pedestrian traffic, as well as to the surrounding residential and commercial areas, were minimized.						SERVICES PROVIDED • Construction Management • Construction Inspection
OWNER/CONTACT City of Torrance	ADDRESS/PHONE/EMAIL 20500 Madrona Avenue Torrance, CA 90503	START DATE May 2014 COMPLETION DATE January 2015	CONSTRUCTION COST \$770K CONTRACT \$51K	KEY STAFF Amy Amirani, Peter Salgado, Matt Greer		

TUSTIN AVENUE/LA PALMA AVENUE WIDENING AND INTERSECTION IMPROVEMENTS CITY OF ANAHEIM						
CivilSource provided construction management and inspection services for this street and intersection widening project designed to relieve traffic congestion and ease vehicular flow along Tustin Avenue between La Palma Avenue and the State Route 91 (SR-91). The project widened a 1,300 linear feet portion of Tustin Avenue, including the SR-91 on- and off-ramp at Tustin Avenue. It also included: a retaining wall along the SR-91 off-ramp; street resurfacing; a new raised center median; reconstruction of sidewalks and drive approaches; new curb ramps; traffic signal improvements; storm drain and waterline improvements; parkway and median landscaping; and irrigation. The project also consisted of roadway excavation with asphalt concrete paving, curb and gutter, sidewalks, driveway approaches, new storm drains and catch basins, Types I and V cast-in-place retaining walls, new and modified signalized intersections, access ramps and ADA modifications, concrete protective cover over an existing 66-inch waterline, street lights, and signing and striping.						SERVICES PROVIDED • Construction Management • Construction Inspection
OWNER/CONTACT City of Anaheim	ADDRESS/PHONE/EMAIL 200 S. Anaheim Blvd. Anaheim, CA 92805	START DATE February 2014 COMPLETION DATE October 2014	CONSTRUCTION COST \$11M CONTRACT \$300K	KEY STAFF Amy Amirani, Peter Salgado, Kurt Pegg		
WHITE AVENUE STREET REHABILITATION CITY OF POMONA						
CivilSource provided construction management services for this federally funded project that included a full-width 2-inch grind, 2-inch asphalt concrete and 2-inch asphalt rubber hot mix overlay; removal and reconstruction of curb and gutter, driveway, sidewalk and ADA ramps; traffic signal modifications; removal and installation of traffic loops; signing and striping; and adjustment to grade of manhole frame and covers.						SERVICES PROVIDED • Construction Management • Federal Funds Oversight
OWNER/CONTACT City of Pomona	ADDRESS/PHONE/EMAIL 505 S. Garey Avenue Pomona, CA 91766	START DATE January 2014 COMPLETION DATE April 2014	CONSTRUCTION COST \$825K CONTRACT \$105K	KEY STAFF Amy Amirani, Peter Salgado		
FY 11/12 RESIDENTIAL SLURRY SEAL PROJECT CITY OF TORRANCE						
CivilSource provided construction inspection services for approximately 5.3 million square feet of residential streets treated with a cape seal or slurry seal. In addition, the project also provided slurry seal for eight City-owned parking facilities, including lots at the Public Works Yard, City Hall, Victor Park, Lago Seco Park, Walteria Park, and Wilson Park.						SERVICES PROVIDED • Construction Inspection
OWNER/CONTACT City of Torrance	ADDRESS/PHONE/EMAIL 20500 Madrona Avenue Torrance, CA 90503	START DATE August 2013 COMPLETION DATE October 2013	CONSTRUCTION COST \$1.3M CONTRACT \$38K	KEY STAFF Amy Amirani, Peter Salgado, Mike Valles		
SPRINGDALE STREET REHABILITATION CITY OF HUNTINGTON BEACH						
CivilSource provided construction management, inspection, and labor compliance services for this street and waterline rehabilitation project. The scope of work included the replacement of an existing 36-inch and 42-inch welded steel water mains in Springdale Street from Warner Avenue to the northern City limits. The project also included trench reconstruction, roadway section repairs and resurfacing, traffic signal modifications, and traffic striping and signage.						SERVICES PROVIDED • Construction Management • Construction Inspection • Labor Compliance
OWNER/CONTACT City of Huntington Beach	ADDRESS/PHONE/EMAIL 2000 Main Street Huntington Beach, CA 92648	START DATE June 2013 COMPLETION DATE March 2014	CONSTRUCTION COST \$5.8M CONTRACT	KEY STAFF Amy Amirani, Peter Salgado, Kalid Dawood, Pedram Abbassi, Matt Greer		

HOXIE AVENUE REHABILITATION CITY OF NORWALK						
CivilSource provided construction management and inspection services for the rehabilitation of Hoxie Avenue from Imperial Highway to Firestone Boulevard. The paving project rehabilitated the street by grinding the top pavement surface, strengthening the underlying layers of asphalt, rock and soil where needed, and restoring the top surface.					SERVICES PROVIDED • Construction Management • Construction Inspection	
OWNER/CONTACT City of Norwalk	ADDRESS/PHONE/EMAIL 12700 Norwalk Boulevard Norwalk, CA 90650	START DATE April 2013 COMPLETION DATE June 2013	CONSTRUCTION COST \$428K CONTRACT \$40K			KEY STAFF Amy Amirani, Peter Salgado, Joseph Apohen
EL TORO ROAD/ALISO CREEK WIDENING PHASE II CITY OF LAGUNA WOODS						
CivilSource provided construction management and inspection services for this federally funded project that was administered by Caltrans. This project was Phase II of a two-phase capital improvement program to widen El Toro Road. It accommodated a paved six-foot-wide Class II bike trail and a sidewalk that varied in width from six to nine feet. The work consisted of construction of the sidewalk, retaining wall and associated drainage structures; the relocation of the existing Class II bike lane, in addition to cold milling the existing curb ADA access ramps; adjusting utilities to finish grade; applying traffic striping with pavement markers and legends (stenciling); and reinstalling traffic detector loops.					SERVICES PROVIDED • Construction Management • Construction Inspection • Public Outreach • Federal Funds Oversight	
OWNER/CONTACT City of Laguna Woods	ADDRESS/PHONE/EMAIL 24264 El Toro Road Laguna Woods, CA 92637	START DATE August 2012 COMPLETION DATE January 2013	CONSTRUCTION COST \$690K CONTRACT			KEY STAFF Amy Amirani, Peter Salgado, Henry Hovakimian, Craig Wheeler, Matt Greer, Joseph Apothen, Mike Valles
EL TORO ROAD/JERONIMO ROAD STREETScape PROJECT CITY OF LAKE FOREST						
CivilSource provided construction management and inspection services for the El Toro Road/Jeronimo Road Streetscape Projects in order to construct traffic calming measures along these segments of the roadway. CivilSource also provided Federal Funding Administration on these projects including preparation of the Preliminary Environmental Studies (PES) Form and the Fund Authorization Packages (E-76) in accordance with the Caltrans LAPM, as well as Labor Compliance Services during the construction phase. The project aimed to address traffic, safety, and beautification improvements along El Toro Road from Muirlands Boulevard to Jeronimo Road and along Jeronimo Road from Los Alisos Boulevard to Bake Parkway.					SERVICES PROVIDED • Construction Management • Construction Inspection • Construction Administration • Federal Funding/Grant Administration • Labor Compliance	
OWNER/CONTACT City of Lake Forest	ADDRESS/PHONE/EMAIL 25550 Commercentre Drive Lake Forest, CA 92630	START DATE November 2011 COMPLETION DATE December 2012	CONSTRUCTION COST \$1.1M CONTRACT \$100K			KEY STAFF Amy Amirani, Peter Salgado, Raina Davis
BASTANCHURY ROAD IMPROVEMENTS CITY OF YORBA LINDA						
CivilSource provided construction management and inspection services for this project that consisted of abandoning an existing storm drain line and installing an 18-inch diameter storm drain line and junction structure; abandoning an existing septic tank and installing a new 4-inch lateral; parkway concrete improvements; removal and replacement of damaged asphalt concrete sections; street resurfacing with finish course of rubberized asphalt (ARHM); and utility adjustments.					SERVICES PROVIDED • Construction Management • Construction Inspection	
OWNER/CONTACT City of Yorba Linda	ADDRESS/PHONE/EMAIL 4845 Casa Loma Yorba Linda, CA 92886-3364	START DATE October 2011 COMPLETION DATE December 2011	CONSTRUCTION COST \$800K CONTRACT \$43K			KEY STAFF Amy Amirani, Peter Salgado, Matt Greer

TRABUCO ROADWAY WIDENING AND STREETScape IMPROVEMENTS CITY OF LAKE FOREST					
CivilSource provided construction management and inspection services for this one-mile roadway widening and streetscape project. The streetscape improvements were designed to enhance traffic calming along this segment of the roadway. The project included asphalt overlay and reconstruction; construction of curbs and gutters, enhanced crosswalks, bike lanes, sidewalks, driveways and driveway approaches, several block walls, and a wrought iron fence; pavement striping and markings; traffic signal improvements; installation of roadway signs and lighting; installation of a raised and landscaped median; and the installation of parkway landscaping and irrigation.					
OWNER/CONTACT City of Lake Forest	ADDRESS/PHONE/EMAIL 25550 Commercentre Drive Lake Forest, CA 92630	START DATE March 2011 COMPLETION DATE July 2012	CONSTRUCTION COST \$2.5M CONTRACT \$366K	KEY STAFF Amy Amirani, Peter Salgado, Matt Greer, Pedram Abbassi	
YORBA LINDA BOULEVARD REHABILITATION CITY OF YORBA LINDA					
As part of our on-call agreement, CivilSource provided construction management and inspection services for this two-mile primary arterial highway rehabilitation project. Improvements included asphalt overlay and reconstruction, curbs and gutters, cross gutters and spandrels, sidewalks, driveways and driveway approaches, wheel chair ramp designs meeting ADA requirements, striping, traffic signal loops, and traffic control.					
OWNER/CONTACT City of Yorba Linda	ADDRESS/PHONE/EMAIL 4845 Casa Loma Yorba Linda, CA 92886-3364	START DATE February 2011 COMPLETION DATE April 2011	CONSTRUCTION COST \$285K CONTRACT \$45k	KEY STAFF Amy Amirani, Peter Salgado, Matt Greer	
LAKEWOOD BOULEVARD IMPROVEMENTS CITY OF DOWNEY					
CivilSource provided construction inspection services for the street improvements to Lakewood Boulevard. The project consisted of: street widening; median and parkway improvements; pedestrian and ornamental street lights installation; pavement reconstruction; the extension of a recycled water line; landscape and irrigation; utility undergrounding and coordination with affected utility companies; and miscellaneous concrete improvements.					
OWNER/CONTACT City of Downey	ADDRESS/PHONE/EMAIL 11111 Brookshire Avenue Downey, CA 90241	START DATE October 2010 COMPLETION DATE June 2011	CONSTRUCTION COST \$2.2M CONTRACT \$150K	KEY STAFF Amy Amirani, Peter Salgado	

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NV5 FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE STREET REHABILITATION PROJECT (CDBG #13-01) (\$171,995)

Wendell Johnson
DEPARTMENT MANAGER’S SIGNATURE

3/21/2018 3:13:53 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

4/2/2018 12:50:59 PM
DATE

Rafaela King
CITY CONTROLLER

3/30/2018 10:09:02 AM
DATE

Cecil Rhambo
CITY MANAGER

3/22/2018 5:44:54 PM
DATE

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

April 10, 2018

TO: 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 A DEMOLITION
AGREEMENT WITH AND ISSUE A PURCHASE ORDER FOR
PROGRESSIVE LAND CLEARING DBA THOMAS DEMOLITION FOR
DEMOLITION OF STRUCTURES AT 1105 SOUTH ALAMEDA STREET
(\$37,994.00)**

SUMMARY

Adoption of this resolution will authorize the City Manager to accept the bid of Progressive Land Clearing dba Thomas Demolition, establish a purchase order in an amount not to exceed Thirty Seven Thousand Nine Hundred Ninety-four Dollars (\$37,994.00), and execute a contract for the demolition of a City owned building located at 1105 South Alameda Street (i.e. formerly the Pacific Cost Waist and Recycling Trash Yard) in the City of Compton.

BACKGROUND

The City of Compton owns the property located at 1105 South Alameda Street. This property was used as the Pacific Coast Waste and Recycling Yard for the management of trash services provided to City residents. Currently, the yard is no longer being used and has become victim to graffiti and homeless squatters. The building is in poor condition and uninhabitable due to the presence of asbestos, smoke damage, and debris.

The City's efforts to board up and protect the building have yielded little success. City security and Sheriff deputies have been called to evacuate squatters on a weekly basis. This location has become a public health and safety concern that must be mitigated. Staff believes that the only viable option left is to demolish the building.

STATEMENT OF ISSUE

Staff solicited bids from five (5) contractors specializing in the demolition of buildings. Three (3) proposals were received and Progressive Land Clearing dba Thomas Demolition ("Progressive") was the lowest responsible bidder. The proposals received are as follows:

Staff Report – Resolution Authorizing Contract
Progressive Land Clearing dba Thomas Demolition
Demolishment of Unoccupied City Building
1105 South Alameda Street
April 10, 2018, page 2

CONTRACTOR

BID AMOUNT

Progressive Land Clearing	\$34,540.00
All Wall Contractors	\$67,821.80
National Demolition Contractors	\$84,777.00

Staff has reviewed the bids and has determined that Progressive was the lowest responsible bidder in the amount of \$34,540.00. Staff recommends that a 10% contingency amount of \$3,454.00 be authorized in order to offset any unforeseen conditions that might arise.

Staff believes that the construction work for this project can be completed within approximately fifteen (15) business days in a satisfactory manner for the bid amount presented by Progressive. Staff recommends that the City Council approve the proposed resolution and authorize the City Manager to execute a contract with Progressive and issue a purchase order in the amount not to exceed \$37,994.00.

ALTERNATIVE

None proposed.

FISCAL IMPACT

Funds for this expenditure are available in the 2017-2018 Fiscal Year Budget of the Compton Water Department in Account No. 5100-850-000-4294.

RECOMMENDATION

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

**VAN WILSON, DIRECTOR
GENERAL SERVICES 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 DEMOLITION
AGREEMENT WITH AND ISSUE A PURCHASE ORDER FOR
PROGRESSIVE LAND CLEARING DBA THOMAS DEMOLITION FOR
DEMOLITION OF STRUCTURES AT 1105 SOUTH ALAMEDA STREET
(\$37,994.00)

WHEREAS, the City of Compton owns the property located at 1105 South Alameda Street; and

WHEREAS, this property is no longer in use as a waste and recycling yard, and has become victim to graffiti and homeless encampments; and

WHEREAS, the building is in poor condition and is uninhabitable due to the presence of asbestos, smoke damage and debris; and

WHEREAS, staff believes that the only viable option to abate this property nuisance is to demolish the building; and

WHEREAS, the General Services Department staff solicited bids from five (5) contractors specializing in the demolition of buildings. Three (3) proposals were received from the following companies:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Progressive Land Clearing	\$34,540.00
All Wall Contractors	\$67,821.80
National Demolition Contractors	\$84,777.00

WHEREAS, staff reviewed the submitted bids and selected the bid of Progressive Land Clearing dba Thomas Demolition as the most responsive bidder; and

WHEREAS, funds for this expenditure are available in the 2017-2018 Fiscal Year budget.

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

Section 1. That the bid for Progressive Land Clearing dba Thomas Demolition, in the amount of Thirty Four Thousand Five Hundred Forty Dollars (\$34,540.00) is hereby accepted and all other bids are rejected.

Section 2. That the City Manager, on the advice of the City Attorney is hereby authorized to enter into a contract with Progressive Land Clearing dba Thomas Demolition for the demolition of a City-owned building located at 1105 South Alameda Street (formerly the Pacific Cost Waist and Recycling Trash Yard).

Section 3. That a purchase order in the amount of \$34,994.00 is hereby authorized to be issued for Progressive Land Clearing dba Thomas Demolition for the demolition of a City-owned building located at 1105 South Alameda Street.

Section 4. That a 10% contingency amount of \$3,454.00 is hereby authorized.

Section 5. That funds for this expenditure is available in the Fiscal Year 2017-2018 Budget in Account No. 5100-850-000-4294.

Resolution No. _____
Page 2

Section 6. 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.

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

ADOPTED this ____ day of _____, 2018.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this ____ day of _____, 2018.

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



Asbestos Survey _____
 AQMD Filing _____
 Abated _____
 Rev./Emergency _____
 Permit _____
 City Lic. _____
 Dig Alert# _____
 Insurance _____
 Start Date _____
 Fence _____
 Height Insp. _____
 Other _____

****PLEASE SIGN AND RETURN THIS COPY, ALONG WITH PROOF OF NO ASBESTOS, BEFORE DEMOLITION CAN BE SCHEDULED****

PROPOSAL AND CONTRACT #12950
PROGRESSIVE LAND CLEARING, A CORPORATION
 dba THOMAS DEMOLITION
<http://thomasdemolition.com/>
 1612 W. 134th Street
 Gardena, CA 90249
 310-532-0097 - 310-532-3368 FAX
 STATE LICENSE #699083 A/C-21/C-61/D-12/D-63

DATE: February 26, 2018

CLIENT: City of Compton
ATTN: Nebraska Jones
ADDRESS: 205 S. Willowbrook Ave.
 Compton, CA 90220
E-Mail: njones@comptoncity.org
PHONE: (310)605-6302

PROJECT: 1105 S. Alameda St.
ADDRESS: 1105 S. Alameda St.
 Compton, CA
CELL: (310)650-7420

THOMAS DEMOLITION AGREES TO FURNISH AND PROVIDE LABOR, MATERIALS, AND EQUIPMENT TO PERFORM AND COMPLETE IN A GOOD WORKMANLIKE MANNER THE FOLLOWING:

DEMOLITION:

1. Removal of metal buildings, track point, awnings, walls including office building to slab.
2. Remove block C, M, U walls to existing slab.
3. Remove steel metal posts to slab.
4. Slabs, footings, concrete hardscape remains.
5. Remove approximately 40 tons of dumped concrete.
6. Remove misc. debris per site walk 2/6/18.
7. Property line walls and fencing remains.
8. Haul debris off site per City of Compton Waste Management requirements.
9. Broom clean work area.
10. Price based on prelim wage.

LUMP SUM: \$ 34,540

Price based on one move.

TERMS: \$ 1,000.00 at signing, 10% at commencement, balance due in full upon completion.

SMALL BUSINESS CERTIFIED (SBE), LAUSD CERTIFIED, NATIONAL DEMOLITION ASSOCIATION

Email: john@thomasdemolition.com - www.thomasdemolition.com

ONCE TRIED, ALWAYS PREFERRED "THE PROFESSIONALS"

#11.

EXCLUSIONS: LEAD/ASBESTOS SURVEY; HAZARDOUS WASTE; UTILITY ABANDONMENT; PERIMETER PROPERTY LINE WALLS/FENCES; WATER (FOR DUST CONTROL); PORTABLE TOILET; SIDEWALK CANOPY; FENCING; DAMAGE TO ASPHALT/CONCRETE; TREES; SAW-CUTTING; LAYOUT; DAMAGE TO FIRE SPRINKLER SYSTEM; DAMAGE TO EXISTING ELECTRICAL PLUMBING SYSTEM; DAMAGE TO SECURITY/ALARM/ FIRE ALARM SYSTEMS; DAMAGE TO PHONE/FIBER OPTIC/CABLE LINE SYSTEMS; EROSION CONTROL; AFTER HOURS SECURITY; SLAB AND FOOTING REMOVAL.

CONTRACT WILL BE VOIDED IF ALTERED WITHOUT PERMISSION FROM THOMAS DEMOLITION.

OWNER INDEMNIFIES AND AGREES TO DEFEND THOMAS DEMOLITION, SHOULD ANY CLAIMS BE MADE BY THIRD PARTIES. BASED ON WORK PERFORMED BY THOMAS DEMOLITION. NOT RESPONSIBLE FOR SIDEWALK OR CURB BROKEN BEFORE, DURING OR AFTER OPERATIONS, DAMAGE TO UNDERGROUND UTILITIES, WATER OR GAS, CABLE OR OIL LINES.

PRICE BASED ON DIESEL FUEL AT \$3.65 PER GALLON, PRICE BASED ON DUMPSITE OPEN & NO PRICE INCREASE OF DUMP FEE PRIOR TO START OF WORK, PRICE OF BID WILL CHANGE IF FUEL PRICE EXCEEDS \$3.65 PER GALLON AND DUMP SITES ARE CLOSED.

ANY UNFORSEEN CHANGES OR EXTRAS IN ADDITION TO CONTRACT WILL BE BILLED AT TIME AND MATERIAL PLUS 25%.

ALL SALVAGE TO BECOME PROPERTY OF THOMAS DEMOLITION. THE OWNER HEREBY AGREES THAT HE WILL NOT REMOVE OR ALLOW ANY OTHERS TO REMOVE FROM THE PROPERTY FIXTURES, FITTINGS, ELECTRICAL, WIRE, CONDUIT, COPPER PLUMBING, AND ANY AND ALL OTHER ARTICLES AFFIXED TO THE PROPERTY FROM THE DATE THE CONTRACTOR'S BID FOR THE WORK HAS BEEN SUBMITTED (IT BEING SPECIFICALLY UNDERSTOOD THAT THE CONTRACTOR SUBMITTED HIS BID BASED UPON THE PROPERTY AS IT EXISTED AT THE TIME THAT THE BID WAS MADE).

FOR DUST CONTROL PURPOSES, OWNERS ARE REQUIRED TO PROVIDE WATER SERVICES UNTIL AFTER DEMOLITION.

IN THE EVENT THAT IT BECOMES NECESSARY TO INSTITUTE A SUIT OR TO EMPLOY AN ATTORNEY TO ENFORCE ANY PROVISION UNDER THIS AGREEMENT OR ANY MODIFICATION THEREOF, THE PREVAILING PARTY SHALL RECEIVE PAYMENT FOR COURT COSTS AND ATTORNEY'S FEES.

WE REQUIRE THE FOLLOWING INFORMATION PRIOR TO SCHEDULING:

- SIGNED CONTRACT
- COPY OF ASBESTOS INSPECTION REPORT AND ASBESTOS ABATEMENT COMPLETION BY CERTIFIED COMPANIES
- APPROXIMATE SQUARE FOOTAGE AND AGE OF STRUCTURE
- PROPERTY OWNER'S NAME, ADDRESS, ZIP AND PHONE NUMBER
- DEMOLITION AND SEWER PERMITS TO BE OBTAINED BY OTHERS PRIOR TO DEMOLITION

(CONTRACTOR'S LICENSE LAW – SECTION 7019) UNDER THE MECHANIC'S LIEN LAW, ANY CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER, OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY BUT IS NOT PAID FOR HIS WORK OR SUPPLIES HAS THE RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY. THIS MEANS THAT AFTER A COURT HEARING, YOUR PROPERTY COULD BE SOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE BE USED TO SATISFY THE INDEBTEDNESS. THIS CAN HAPPEN EVEN IF YOU HAVE PAID YOUR OWN CONTRACTOR IN FULL, IF THE SUBCONTRACTOR, LABORER, OR SUPPLIER REMAINS UNPAID.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS:

CONTRACTORS STATE LICENSE BOARD, 9835 GOETHE ROAD, P.O. BOX 26000, SACRAMENTO, CA 95826

1½% PER MONTH SERVICE CHARGE ON DELINQUENT ACCOUNTS OVER THIRTY DAYS.
ALL CREDIT CARD TRANSACTIONS ARE SUBJECT TO A 4% TRANSACTION FEE.

THIS PROPOSAL IS VOID IF NOT ACCEPTED WITHIN 15 DAYS.

Respectfully submitted,

Accepted By: _____
City of Compton

Date: _____

John W. Thomas, President
PROGRESSIVE LAND CLEARING, A CORPORATION
dba THOMAS DEMOLITION

*THOMAS DEMOLITION IS COVERED BY ONE MILLION DOLLARS GENERAL LIABILITY INSURANCE,
ONE MILLION DOLLARS WORKERS' COMP INSURANCE, AND ONE MILLION DOLLARS AUTO INSURANCE.*

WARRANTS APPROVED BY COUNCIL

<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Services Provided</u>	<u>Amount</u>	<u>Amount Paid Year to Date</u>
244413	4/3/18	Rajinderpahl Singh Dhaliwal Airline Tickets 4 Less	Airline tickets to attend Legislative Action Day	\$148.26	\$4,965.92
Requested by City Manager					
244438	4/3/18	MuniServices	Utility User Tax service fee	\$12,770.54	\$94,247.02
Requested by City Manager					
244439	4/3/18	National League of Cities	Annual Membership	\$7,251.00	\$7,251.00
Requested by City Manager					
244449	4/3/18	Victor J Sanchez DBA Sanchez Awards	Plaques for various City events	\$1,102.50	\$7,347.69
Requested by City Manager					
244468	4/3/18	Clarke Contracting Corp	Emergency sewer repair	\$36,599.14	\$36,599.14
Requested by Public Works					

I hereby certify that the above demands in the amount of **\$57,871.44** were approved at a regular meeting of the City Council or reject _____ as of April 10, 2018.

Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on April 10, 2018 allowed the above demands.

Alita Godwin
City Clerk

INVOICE**CITY OF COMPTON**

AIRLINE TICKETS 4 LESS
 11410 LONG BEACH BLVD
 LYNWOOD CA, 90262
 PHONE (310) 762-1900 & FAX (310) 763-5260
rolanda@tajoffice.com

PASSENGER NAME: EMMA SHARIF

APRIL 18, 2018

SOUTHWEST FLIGHT NUMBER-1222

LV: LOS ANGELES

7:05 AM

AR: SACRAMENTO

8:25 AM

APRIL 18, 2018

SOUTHWEST FLIGHT NUMBER-1526

LV: SACRAMENTO

10:10 PM

AR: LOS ANGELES

11:35 PM

By	OK
#	10005307
#	18FY0702
#	1001-40-DC04-4270
#	(F)

CHECK IN WITH CONFIRMATION AND PHOTO ID**NON REFUNDABLE/NON ENDORSABLE/CHANGE-PENALTY APPLIES****MAXIMUN 30 DAYS/MINIMUN SATURDAY NIGHT STAY APPLIES****NOTE: CHANGES MUST BE MADE PRIOR TO SCHEDULED TRAVEL****NON-SHOW WILL RESULT IN \$0.00 TICKET VALUE**CONFIRMATION- **L 9 N L D P** /SOUTHWEST (800) 531-5600

AMOUNT \$ 117.76

SERVICE FEE 30.50

TOTAL FARE \$ 148.26

Okay to Pay*[Signature]*

THANK YOU FOR USING AIRLINE TICKETS 4 LESS

YOUR ONE SOURCE FOR ALL TRAVEL NEEDS

PLEASE RECONFIRM YOUR FLIGHTS 24 HOURS BEFORE EACH
DEPARTURE

HAVE A PLEASANT FLIGHT

LOOKING FORWARD TO SERVING YOU AGAIN

Important Flight Information

We want you to know the airline you're travelling with has the following
 restrictions regarding your flight.

#12.

- Tickets are **non-refundable** and **non transferable**. A fee of \$150.00 per ticket is charged for itinerary changes. Name changes are not allowed.
- Estimated fees for baggage Opens in new tab and other optional services.



#12.

MuniServices / GRS

7625 N. Palm Ave, Suite 108, Fresno, CA 93711

INVOICE

Invoice #: INV06-002225
 Invoice Date: 03/22/2018
 Due Date: 04/21/2018

2018 MAR 27 PM 3:46
 Controller's Office

Bill To:
City of Compton
 Attn: Michelle Blue
 205 S. Willowbrook Ave
 Compton, CA 90220

Reference #: UUT - Q1 Terms: Net 30

Item	Description	Unit	Quantity	Unit Price	Amount
UUT - FIXED FEE - CA	Utility User Tax - Fixed Fee January 2018 - March 2018 UUT DB# 7926	Each	1	\$12,770.54	\$12,770.54
SUBTOTAL					\$12,770.54
TOTAL					\$12,770.54

***Please Note our New Remittance Info Below

Please remit payment to:

Via ACH:

Beneficiary Name: Avenu Insights & Analytics
 Beneficiary Account #: 6745872288
 Receiving Bank Name: BBVA Compass
 ABA/Routing #: 062001186

Via Check:

MuniServices
 MSC #220
 PO Box 10992
 Birmingham, AL 35202-0992

Please contact the Billing Department at (571) 485-7875 or via email at billing.department@muniservices.com should you have any questions or comments.

Okay to Pay

Handwritten notes and stamps:

01625640
 18FY0709
 1001-51-0000-4269
 (F)

2018 MAR 28 AM 10:30

#12.



NATIONAL
LEAGUE
OF CITIES

CITIES STRONG TOGETHER

Membership Renewal Statement

Cecil W. Rhambo, Jr.
City Manager
City of Compton
205 S Willowbrook Ave
Compton, CA 90220-3134

Date: 03/22/2018
Invoice #: 138775
Member #: 0000003630
Member Since:

To maintain membership with the National League of Cities, your municipality must be a member in good standing with your State Municipal League.

Questions? Contact Member Relations at membership@nlc.org or toll free 877-827-2385.

Description	Price	Discount	Amount
Direct Member Dues	\$7,251.00	\$0.00	\$7,251.00

Invoice Total	\$7,251.00
Amount Paid	\$0.00
PLEASE PAY	\$7,251.00
LDF Contribution (5% of Dues = \$362.55)	\$ <u>0</u>
TOTAL	\$7,251

The Legal Defense Fund is supported in part by voluntary contributions from NLC members. Funds collected will cover fees for carefully selected litigation on behalf of municipalities where a court decision or regulatory ruling could have a significant impact. The NLC board suggests a contribution equal to 5% of a member city's annual dues. However, contributions of any size are welcome.

Paid By	<i>AN</i>
V#	<i>100089114</i>
PO #	<i>18FV0684</i>
A/C #	<i>1001-51-0000-4219</i>
A/C #	<i>(F)</i>

Okay to Pay

[Signature]

PLEASE DETACH AND REMIT WITH YOUR PAYMENT

Invoice #: 138775

Member #: 0000003630

Cecil W. Rhambo, Jr.
City Manager
City of Compton
205 S Willowbrook Ave
Compton, CA 90220-3134

Remit Payment To:

National League of Cities

Membership Lockbox 4047, PO Box 17425, Baltimore, MD 21298-8240

Total Due: **\$7,251.00**

Amt Remitted : _____



Sanchez Awards

11065 S. Atlantic Ave.

Lynwood, CA 90262

213-305-8627

sanchezawards@yahoo.com

INVOICE

DATE	INVOICE #
12-18-17	1172

BILL TO:
City of Compton Deidre Duhart



SHIP TO:

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	Net 15					
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	
7	P912	City of Compton Christmas Parade 2017 BLACK & BLUE ACRYLIC PLAQUE			25.00	175.00
		AN 10007103 18FV0685 1001-61-0000-4238			Okay to Pay 	
		SALES TAX			10.25%	17.94
					TOTAL	192.94

AN

10007103

18FV0685

1001-661-0000-4838

Okay to Pay

[Signature]

OK
DATE

244449
4/3/18

sanchezawards@yahoo.com

DATE	INVOICE #
3-21-18	1239

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT								
	Net 15													
QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH											
1	P912	BLACK PLAQUE "CHRIST CHRISTIAN HOME M.B.C." <i>OK to pay</i> <i>Ord 3/22/18</i> <table border="1"> <tr><td>Paid By</td><td><i>IN</i></td></tr> <tr><td>V#</td><td><i>10007103</i></td></tr> <tr><td>PO #</td><td><i>18FY0685</i></td></tr> <tr><td>ALT #</td><td><i>LISTED</i></td></tr> <tr><td>LOC #</td><td></td></tr> </table> SALES TAX	Paid By	<i>IN</i>	V#	<i>10007103</i>	PO #	<i>18FY0685</i>	ALT #	<i>LISTED</i>	LOC #		25.00	25.00
Paid By	<i>IN</i>													
V#	<i>10007103</i>													
PO #	<i>18FY0685</i>													
ALT #	<i>LISTED</i>													
LOC #														
			10.25%	\$2.56										
			TOTAL	\$27.56										



Sanchez Awards

11065 S. Atlantic Ave.

Lynwood, CA 90262

213-305-8627

sanchezawards@yahoo.com

INVOICE

DATE	INVOICE #
12-11-17	1169

BILL TO:
City of Compton Deidre Duhart



SHIP TO:

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	Net 15					
QUANTITY	ITEM CODE	DESCRIPTION				PRICE EACH
32	P912	City of Compton Christmas Parade 2017 BLACK & BLUE ACRYLIC PLAQUE				25.00
		✓✓✓ 10007103 PO # 18FY0685 LISTED VOC # (F)				800.00
		SALES TAX				10.25%
						82.00
					TOTAL	882.00

244449
9/3/18
Okay to Pay

#12.

To: City of Compton
Department of Public Works
205 S. Willowbrook Ave.
Compton, CA 90220

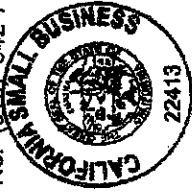
CLARKE CONTRACTING CORP.
4646 Manhattan Beach Blvd.
Lawndale, CA 90260
Tel. No. (310) 542-7724

Invoice No.: 117-769

Date: 10/6/17

Glen Kau

446 W. Alondra Blvd.



"PAYABLE UPON RECEIPT"

INVOICE

Item	Description	Bid Quantity	Unit Price	Quantity			Current Amount Due	Total Amount To Date
				Previous	This Month	To Date		
	Sewer lateral repair/replacement 446 Alondra Blvd.	Lump Sum	\$ 26,908.00	0	1	1	\$26,908.00	\$26,908.00
Extra Work	Additional Shoring / 2nd day caused by change / Lay additional asphalt.	Lump Sum	\$ 9,691.14	0	1	1	\$9,691.14	\$9,691.14

TOTAL AMOUNT DUE

\$36,599.14

\$36,599.14

Paid By: *[Signature]*
V# 00158150
PO # 18FY10710
A/C # 5116-72-0000-4226 (30,000)
A/C # 5116-72-0000-4226 (6,599.14)