NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, May 22, 2018
5:30 PM

WORKSHOP

4:00 P.M. FISCAL YEAR 2018/2019 BUDGET

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PROCLAMATION PRESENTATION - "National Public Works Week" May 20-26, 2018 (Mayor Aja Brown)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

2. MAY 1, 2018

REPORTS OF OFFICERS AND COMMISSIONS

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

3. A REQUEST TO SCHEDULE A PUBLIC HEARING FOR ADOPTION OF AN ORDINANCE REGULATING ALL OFFSITE AND ONSITE ALCOHOL SALES POINT LAND USES (June 12, 2018 at 5:55 p.m.)

4. REQUEST TO TRAVEL - LEAGUE OF CALIFORNIA CITIES 2018 POLICY COMMITTEE (June 7, 2018) SACREMENTO, CA.
(Councilperson Emma Sharif)

5. REQUEST TO TRAVEL - GATEWAY CITIES 2018 REGIONAL CONFERENCE AND RETREAT (June 15-16, 2018) CATALINA ISLAND, AVALON, CA **(Councilperson Emma Sharif)**

6. REQUEST TO TRAVEL - INDEPENDENT CITIES ASSOCIATION 2018 SUMMER SEMINAR (July 12-15, 2018) CARLSBAD, CA
(Councilperson's Janna Zurita, Isaac Galvan, Tana McCoy)

CITY ATTORNEY'S REPORTS

CLOSED SESSION

7. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Bradford v. City of Compton, Cal. 2nd App. District, Case No. B276236
Blair v. City of Compton, LASC No. BC 674330
Contreras v. City of Compton, USDC Case No. 2:17-cv-08834
Pursuant to California Government Code Section 54956.9(a)

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

UNFINISHED BUSINESS

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AUTHORIZED SIGNATURES ON CERTAIN ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON THOSE ACCOUNTS

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ESTABLISH A PURCHASE ORDER FOR ARCHITERRA DESIGN GROUP FOR LANDSCAPE ARCHITECTURAL AND ENGINEERING SERVICES FOR CITY MEDIANS, CITY HALL, MARTIN LUTHER KING JR. /CESAR CHAVEZ MONUMENT AND WELCOME SIGNS ($193,410.00)

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2018-2019 FUNDED BY SB 1 PURSUANT TO THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-1.16 OF CHAPTER II OF THE COMPTON MUNICIPAL CODE TO ELIMINATE THE SELECTION OF THE MAYOR PRO TEM ON A ROTATIONAL BASIS (First Reading)

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING IN-KIND CONTRIBUTIONS IN SUPPORT OF THE 15TH ANNUAL COMPTON STAND DOWN FOR VETERANS (SEPTEMBER 21-23, 2018)

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, June 05, 2018 @ 5:30 PM.

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May 1, 2018

The Compton City Council meeting was called to order at 5:47 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members Present – Zurita, Sharif, McCoy, Brown
Council Members Absent – Galvan (Entered the meeting at 6:01 p.m.)

Other Officials Present: C. Cornwell, A. Godwin, Gail McMahon

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. **PRESENTATION RECOGNIZING THE TOP LADIES OF DISTINCTION -** (Councilwoman Tana McCoy)

The Mayor and City Council presented commendations to the Hub City Chapter of Top Ladies of Distinction and the Top Teens of America for their uplifting positivity and outstanding humanitarian efforts and dedicated service to the Compton community and enhancing the lives of the people in the City of Compton.

Ms. Margaret Reed, founding member of the Top Ladies of Distinction thanked the City Council for this great honor she also thanked those that continue to support the Top Ladies of Distinction Compton Chapter.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, thanked Marjorie Shipp, Stacy Barnes and the Compton firefighters for their assistance in installing 863 free, fire alarms. Mr. Ray noted that he is a Case Worker for the American Red Cross and he is responsible for finding emergency housing for those displaced by fire. He spoke out against special elections, noting the high cost of such elections. Mr. Ray concluded by requesting an explanation of the status of Successor Agency owned property.

Alvin Alabama Lovett, thanked the Council for the opportunities to work with the community through Car Pros Kia. Mr. Lovett further states that as a citizen of Compton, he wishes to develop a Compton/Alabama discount plan for residents purchasing vehicles, adding that he works with Compton Business Chamber of Commerce in an effort to give back to the City. Mr. Lovett further noted that years ago he set up a fund with the City so that when he sold a car a donation of $100 was put into a fund which has assisted many Compton organizations, schools and community events. Mr. Lovett thanked the City for supporting him in making Compton a better place.

David Irons, Compton resident, informed the Council that he will donate $100 to the YAL which teaches children to defend themselves. Mr. Irons also spoke regarding the dangers of purified water and spoke against chemical pharmaceuticals.

Norchelle Brown, Field Representative for Congresswoman Nanette Barragan, announced that a Water Quality Town Hall meeting will be held on May 2, 2018 at 6 p.m. at George Washington Elementary School located at 1421 N. Wilmington Avenue, Compton. Ms. Brown further indicated that the U.S. Environmental Protection Agency and State Water Resources Board will be available to answer questions and concerns.

Rev. Al Sanders, Compton resident, commended First United Methodist Church on their 150th year Anniversary celebration, noting that First United Methodist Church is Compton's oldest church. Mr. Sanders then noted that he attended the Speaker Series at the Compton library whereby, Rev. Walter Tucker, III was the guest speaker. Mr. Sanders invited the community to attend the Compton Youth Baseball grand opening ceremony at Gonzales Park on May 11, 2018. Rev. Sanders concluded by noting that on May 12, 2018, the Compton Historical Society is

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hosting two bus tours from 11 a.m. to 1:30 p.m. and from 12 noon to 2:30 p.m., he invited everyone to email: Compton125@yahoo.com or visit Compton125 Project on Facebook.com.

Matthew Groth, Representing E-One Fire, addressed the Council regarding the recently held bid opening for the purchase of one Fire apparatus, stating that E-One was the lowest bidder for the Fire Engine and had the least amount of exceptions, however, he was informed by the Chief Deputy City Clerk that the amount used from South Coast Fire Equipment was supposed to have been stricken from the quote. Mr. Groth requested clarification to get a better understanding of the process for future bidding purposes.

Mayor Brown noted that the discrepancy should be detailed and the item pulled from the agenda.

Craig Cornwell, City Attorney suggested that the issue be discussed when it appears on the agenda (Item Number 4).

Floyd Smith, Compton resident, addressed the issue of the proposed homeless project near 1005 Rosecrans Avenue. Mr. Smith complained that his property was damaged and vandalized, he also noted that a company by the name of Choice Drilling was illegally performing drilling on his property. Mr. Smith further complained that he is the legal owner of the property and requested further assistance with removing illegally dumped garbage in the area.

Kim Delay-Manning, Compton resident, extended her thanks to the City Council for recognizing the Hub City Chapter of the Top Ladies of Distinction. Ms. Delay-Manning expressed her concerns regarding the incident regarding illegal trash dumping at the empty lot on Central Avenue and 156th Street, adding that it has become a new dumping ground. Ms. Delay-Manning also complained about the brown water coming from the faucets of the residents, indicating that she has researched the issue and found out that even though we have many companies providing water, the problem is that the water pipes need to be replaced. She requested that the Council immediately address the urgency of the brown water. Ms. Delay-Manning highlighted that two weeks ago she called the Sheriff's Department for an incident report, however, she has not received a satisfactory response.

Martha Barajas, Compton resident, spoke before the Council regarding the unhealthy, brown water provided by the Sativa Water Company. Ms. Barajas expressed her desire to switch her services to the Compton Water Department. Ms. Barajas then noted that she will be giving out free, donated water at the 700 Block of West 138th Street. Ms. Barajas also informed the Council that Sativa Water Company workers are harassing the citizens of the community.

Mayor Brown noted that a public hearing was held in 2010, Sativa Water Company customers were offered an opportunity to leave Sativa and become absolved into the Compton Water Department services. She further requested that the City Manager has been given the directive to offer this option to the residents, once again.

Derick Magee, Compton resident, addressed the issue of the brown water and noted that it is inhumane to pay for clean water and be provided with brown, dirty water. He requested that the citizens be provided the name of those individuals responsible for the unhealthy water conditions.

Mayor Brown informed the speaker that Sativa Water is governed by the L. A. County Board of Supervisors and Mark Ridley-Thomas is the representative, adding that the Board meets Monday through Friday at 10:00 a.m. at the Hall of Administration in Los Angeles. She also indicated that Sativa Water Company has its own elected board members. Mayor Brown then agreed that the water is definitely unacceptable, and she further requested that Staff contact Sativa Water to address the urgent concerns and provide remedies. Mayor Brown also requested that the City communicate and coordinate with the Board of Supervisors to accelerate water quality improvements and provide updates to the community, adding that State and Federal officials have the power and authority to demand Sativa improve the water.

Councilperson Zurita, noted that the City Manager is working with the Board of Supervisors and Sativa Water, however, the City has no authority or jurisdiction over Sativa Water. Ms. Zurita expressed her support for the Sativa customers and further indicated that she is determined to put pressure on the company to correct the situation. She thanked the residents that spoke out to demand clean water, and further suggested that everyone attend the meeting to receive updates on the findings.

Councilperson McCoy indicated that the Environmental Protection Agency and the Health Department will be in attendance at the Water Quality Town Hall meeting, and they must determine that there is a problem with the water. Ms. McCoy further noted that there are tedious steps to take in order for the City to take over, as Sativa owns the water rights and the wells.

Maria Villareal, Latino Chamber of Commerce, announced the Grand Opening and ribbon cutting of the Karina's Furniture located at 2025 Long Beach Boulevard from 12 p.m.to 2 p.m. Ms. Villareal invited the community to attend the Cinco de Mayo celebration which will be held at 2201 E. Alondra Boulevard from 12 to 6 p.m. She invited everyone to attend the celebration and patronize the businesses. Ms. Villareal further stated that she is part of the Compton Water Department and she also has brown water, adding that Compton residents have brown water as well.

Adolpho Varas, Latino Chamber of Commerce, addressed the Council regarding transparency and noted that he is a community activist and he addresses the concerns of the residents and hold the community leaders accountable. Mr. Varas stated that there are certain individuals in the community promoting fear and threatening the community members, noting that a true community activist performs their duties in the correct way without making the community fearful. Mr. Varas further indicated that he has several incident recordings and he will be taking legal action against an individual.

Lynn Boone, Compton resident, congratulated the Top Ladies of Distinction and addressed item No. 3 (transfer of funds). Ms. Boone stated that she has never read that Measure P is supposed to be used to pay for Special Elections. Ms. Boone noted that there are other politicians that are donating clean water to the citizens, however, she has not seen any action taken by this Council. Ms. Boone felt that there is something that the Council can do to assist those suffering from the brown water.

Benjamin Holifield, President-Compton Business Chamber of Commerce, thanked Alvin 'Alabama' Lovett for his service to the community. Mr. Holifield spoke regarding the brown water and urged the Council to take action to protect the citizens.

Diana Medel, Representative for Congressman Mike Gipson, announced that Assemblyman Mike Gipson will be hosting a Mother's Day Brunch at the Carson Community Center on May 13, 2018 at 10 a.m., and invited everyone to attend. Ms. Medel further indicated that Assemblyman Gipson has instituted a campaign to send all water related complaints to the State Water Board.

CONSENT AGENDA

APPROVAL OF MINUTES

2. APRIL 3, 2018
   APRIL 10, 2018

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

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

END CONSENT AGENDA

REGULAR AGENDA

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

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NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AMEND THE 2017-2018 FISCAL YEAR BUDGET AND TRANSFER FUNDS FOR SPECIAL ELECTION EXPENSES ($50,000)

It was moved by Zurita, seconded by McCoy, for discussion.

Councilperson Sharif asked if there is another funding source other than Measure P funds, that can be utilized.

Laurence Adams, Assistant City Manager replied that the request is to transfer funds to cover expenses for a special election that was held earlier this year. A resolution was adopted to cover election expenses however the amount was an estimate. When the actual bill came in the total bills require approximately an additional $42,000. Staff is recommending that $50,000 be transferred to provide for the payment as well as any future bills which require payment. Mr. Adams further indicated that this transfer is an eligible use of the Measure P resources, adding that any unexpended funds will revert back to its funding source on June 30, 2018.

Councilperson Zurita then noted that special elections are very expensive and the City must cover the cost. She further inquired as to whether Measure P funds could be used to pay this expenditure.

City Attorney Craig Cornwell replied that Measure P funds represent general fund tax dollars, so consequentially, general fund dollars may be spent at the discretion of the Council.

Mayor Brown commented that Staff is following the Measure P Spending Plan that the Council approved.

Resolution Number 24,770 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AMEND THE 2017-2018 FISCAL YEAR BUDGET AND TRANSFER FUNDS FOR SPECIAL ELECTION EXPENSES'** was adopted by the following vote on roll call:

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

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SOUTH COAST FIRE EQUIPMENT INC. (PIERCE) FOR THE PURCHASE OF ONE (1) FIRE ENGINE FOR THE FIRE DEPARTMENT ($607,154.19)

It was moved by Zurita, seconded by McCoy for discussion.

Fire Chief Ronerick Simpson explained that the City Clerk's Office received four proposals for one (1) Fire Engine: E-One, Inc. ($595.029.35-including taxes and fees), South Coast Fire Equipment Inc. ($607,154.19-including taxes and fees), Derotic LLC (DBA) Derotic Emergency Equipment ($567,745.00-did not include taxes and fees), and Western States Fire Equipment ($509,577.00-did not include taxes and fees). Chief Simpson further explained that after the proposals were opened and read, the City was notified by South Coast Fire Equipment Inc. (Pierce) that their bid included a 'pre-payment discount amount', which was significantly lower then the bid amount which was read by the Clerk's Office. Chief Simpson then indicated that staff anticipates additional savings through South Coast Fire Equipment, Inc. (Pierce) maintenance plan, which covers this requested Fire Engine as well as the Department's current aging fleet.

Alita Godwin, City Clerk also explained that her office is responsible for opening all bids received, and the total bid amount is read aloud and recorded and logged. After the bid opening process, all bid documents are handed over to the responsible City department, and no further information is discussed.

(*Councilman Galvan exited the meeting at 7:26 p.m. and returned at 7:28 p.m.)*

Councilperson Zurita thanked the Chief for his explanation and questioned if the RFP process was correctly followed.

Mayor Brown then noted that the actual bids amounts (including the pre-payment amounts) are in writing and part of the bid package.

City Attorney Cornwell replied that the legal bid procedure was correctly followed and his office has approved the resolution awarding the bid.

Resolution Number 24,771, entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SOUTH COAST FIRE EQUIPMENT INC. (PIERCE) FOR THE PURCHASE OF ONE (1) FIRE ENGINE FOR THE FIRE DEPARTMENT'** was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Urged the City Manager and L.A. County Sheriff 's to immediately address the very disturbing homeless camp with the Teepee on Compton Boulevard, noting that the school children walking near the site are exposed to an individual living in the Teepee.

- Requested that the Sheriff's Department offer a presentation on what the City can do regarding upholding the public safety regarding the homeless population on the public walk ways and City parks.

City Attorney Cornwell stated that he will attempt to bring the matter before a Judge to facilitate a legal and binding remedy.

Gail McMahon, Assistant City Manager stated that they will work with the property owners to provide assistance to the individual living in the Teepee, with mental health professionals.

Councilperson McCoy offered the following communications/announcements:

- Noted that the timer on the lights at Tragniew Park needs to be replaced.

- Requested that Code enforcement ticket the vehicles illegally parked during street sweeping on 152nd and 153rd Streets.

- Commented on the wonderful "Cricket Day" event recently held at Tucker Park, and thanked Mr. Mustafa.

- Commended the First United Methodist Church on celebrating its 150th Anniversary.

- Announced that the City Clerk's Office is providing U. S. Passport services by appointment only and urged those interested to call (310) 605-5530 to schedule an appointment.

- Announced that the City's 130th Birthday celebration will be held on May 9, 2018 at Gonzales Park.

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Councilperson Sharif offered the following communications/announcements:

- Thanked the community for attending her District 4 Business Roundtable event. Ms. Sharif noted that eight businesses were presented with awards.
- Wished Ms. Willie Mae Brown a Happy 100th Birthday.
- Urged the City Manager to address weed abatement at the Gateway Town Center as well as repair and paint the gazebo behind 24Hour Fitness.
- Requested a report from the City Manager regarding bank records reconciliation.
- Thanked the Key of Knowledge school and Mr. Mustafa for the very exciting Cricket Program held for the youth.
- Adjourn in memory of **Martha Villanueva and Gloria Alves.**

Mayor Brown offered the following communications/announcements:

- Commented on the wonderful 150th Anniversary celebration for First United Methodist Church, noting that the original site of the church was near the Compton Courthouse.
- Commended Victory Outreach for celebrating 10 years of ministry.
- Congratulated the Key of Knowledge school, USC Cricket Club and Mr. Mustafa for bringing the game of cricket to the youth of the community.
- Requested that the City Manager bring forth the Code Enforcement Department's budget presentation as the Council prepares for budget hearings, adding that all public safety and health concerns, as well as quality of life issues must be addressed to improve the City and the lives of the residents.
- Mayor Brown emphasized that we must have compassion for our homeless population and provide a coordinated response to abandoned property and code enforcement while providing services and resources for the homeless.

ADJOURNMENT

On motion by Zurita, seconded by Galvan, the meeting was adjourned at 7:54 p.m. in memory of **Gloria Alves** and **Martha Alvarez** by the following vote on roll call:

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

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

MAY 22, 2018

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **REQUEST TO SCHEDULE PUBLIC HEARING FOR ADOPTION OF AN ORDINANCE REGULATING ALL OFFSITE AND ONSITE ALCOHOL SALES POINT LAND USES**

On Tuesday February 14, 2018, the Planning Commission completed a public hearing on the proposed new Liquor Ordinance regulating all offsite and onsite alcohol sales points such as liquor store, convenience store, grocery store and entertainment uses. After due consideration, Zoning Code Text Amendment 17-020339, was not recommended for approval by the Planning Commission. The Planning Commission believed that the proposed ordinance should prohibit all new liquor stores. Accordingly, since the proposed ordinance does not prohibit new liquor stores they did not vote to support it.

At the Public Hearing, the Planning Commission heard testimony from the Interim Planning Director, Assistant City Manager and City Attorney regarding the merits of the proposed ordinance. Additionally, the City Attorney also informed the Planning Commission that a total prohibition on liquor stores would not be legal since the City shares regulatory authority with the State of California Alcohol Beverage Control.

Zoning Code Text Amendments are ordinances and thus require the approval of the City Council. Therefore, this item is being requested to be scheduled before the City Council for a public hearing.

Staff therefore requests that Council schedule a public hearing on this matter for **Tuesday, June 12, 2018** at **5:55 p.m**.

ROBERT DELGADILLO, INTERIM DIRECTOR
PLANNING DIVISION
COMMUNITY DEVELOPMENT DEPARTMENT

CECIL RHAMBO JR.
CITY MANAGER

#4.

May 22, 2018

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CECIL W. RHAMBO JR., CITY MANAGER

SUBJECT: REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS

Recommendation: Authorize travel to attend the 2018 Policy Committee meetings.

Authorization for: Mayor, Councilmembers, City Attorney, City Clerk and City Treasurer

Location: Sacramento Convention Center

Meeting Date: Thursday, June 7, 2018

Approximate Cost:
Registration: TBD
Hotel: NA
Transportation: $225.96 approximate cost for flight
Per Diem: Receipts required (not to exceed $75/day)

Source of Funds: General Fund.

Purpose: The purpose of attending the 2018 Policy Committee meeting is to engage in multiple advocacy efforts in regards to environmental quality government transportation, labor relations, revenue, taxation, etc.

ELECTED OFFICIAL	Attending
Mayor Aja Brown	
1st District Councilmember Janna Zurita	
2nd District Councilmember Isaac Galvan	
3rd District Councilmember Tana McCoy	
4th District Councilmember Emma Sharif	X
City Attorney Craig J. Cornwell	
City Clerk Alita Godwin	
City Treasurer Doug Sanders	

CECIL W. RHAMBO JR
CITY MANAGER

#5.

May 22, 2018

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

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

SUBJECT: **REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS**

Recommendation: Authorize travel to the Gateway Cities 2018 Regional Conference and Retreat.

Authorization for: Mayor, Councilmembers, City Attorney, City Clerk and City Treasurer

Location: Catalina Island, Avalon, CA

Conference Dates: June 15-16, 2018

Approximate Cost:
Registration: $250 per person
*Hotel: $*219 plus taxes and fees
Transportation: $73.50 (not to exceed 54.5 cent per mile)
Per Diem: Receipts required *(not to exceed $75 per day)*

Source of Funds: General Fund.

Purpose: The purpose of the Gateway Cities Regional Conference and Retreat is to give Elected Officials an opportunity to interact with the Gateway Cities Council of Governments. It will provide a program of expert speakers to discuss topics currently impacting our cities and region. Session topics include public private partnerships, city finance issues including PERS, housing issues, and the new direction of the Gateway Cities Council of Governments organization.

ELECTED OFFICIAL	Attending
Mayor Aja Brown	
1st District Councilmember Janna Zurita	
2nd District Councilmember Isaac Galvan	
3rd District Councilmember Tana McCoy	
4th District Councilmember Emma Sharif	X
City Attorney Craig J. Cornwell	
City Clerk Alita Godwin	
City Treasurer Doug Sanders	

CECIL W. RHAMBO, JR,
CITY MANAGER

#6.

May 22, 2018

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CECIL W. RHAMBO JR., CITY MANAGER

SUBJECT: REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS

Recommendation: Authorize travel to the Independent Cities Association (ICA) Summer Seminar 2018

Authorization for: Mayor, Councilmembers, City Attorney, City Clerk and City Treasurer

Location: Park Hyatt Aviara Resort, Carlsbad, CA

Meeting Date: July 12-15, 2018

Approximate Cost:
Registration: $650 per person
Hotel: $957 plus taxes and fees
Transportation: $86.11 (not to exceed 54.5 cent per mile)
Per Diem: Receipts required *(not to exceed $75 per day)*

Source of Funds: General Fund.

Purpose: The purpose of attending the Independent Cities Association (ICA) Summer Seminar 2018 is to learn and discuss issues that are impacting our city. Some concerns included in the hot-topics are homelessness, cannabis, pension reform and urban planning.

ELECTED OFFICIAL	Attending
Mayor Aja Brown	
1st District Councilmember Janna Zurita	X
2nd District Councilmember Isaac Galvan	X
3rd District Councilmember Tana McCoy	X
4th District Councilmember Emma Sharif	
City Attorney Craig J. Cornwell	
City Clerk Alita Godwin	
City Treasurer Doug Sanders	

CECIL W. RHAMBO, JR
CITY MANAGER

#8.

May 15, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: HONORABLE CITY TREASURER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AUTHORIZED SIGNATURES ON CERTAIN ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON THOSE ACCOUNTS

SUMMARY

All prior resolutions adopted by the City Council authorizing specified City employees to sign on certain accounts shall be rescinded and the list of authorized City employees established to reflect those employees who shall be designated as authorized signatories.

BACKGROUND

On February 27, 2018, the City Council adopted Resolution No. 24,739, which identified certain City employees as authorized signatories to sign checks and/or warrants on behalf of the City of Compton. As of April 2018, The City hired a new Deputy Controller.

STATEMENT OF ISSUE

Due to recent personnel changes, the current list of designated City employees authorized to be signatories on certain City accounts (as authorized by Resolution No. 24,739) requires revision; more specifically, to add a new Deputy Controller.

ALTERNATIVE

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

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends that the Council adopt the attached Resolution.

DOUGLAS SANDERS
CITY TREASURER

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

#8.

RESOLUTION NO. ___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AUTHORIZED SIGNATURES ON CERTAIN ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON THOSE ACCOUNTS

WHEREAS, Section 701 of the Compton City Charter the City Treasurer shall be the custodian of all public funds belonging to or under the control of the City, or of any office, department or agency thereof, and to that end shall have power and be required to receive and have custody of all monies receivable by the City from any source and deposit all monies received in such depositories as may be designated by resolution of the City Council and in compliance with all of the provisions of the State Constitution and laws of the State, governing the handling, depositing and securing of public funds; and

WHEREAS, on February 27, 2018, the City Council adopted Resolution No. 24,739, which identified certain City employees as authorized signatories to sign checks and/or warrants on behalf of the City of Compton, however, as the need arises it may become necessary to revise and update this list for various reasons; and

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

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

Section 1. That all prior resolutions adopted by the City Council authorizing specified City employees to sign on certain accounts is hereby rescinded and declared null and void.

Section 2. That the following list of designated City employees is hereby authorized to sign on the accounts listed in Section 3, below:

GROUP I (Department of the Treasurer):

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

and

GROUP II (Department of the Controller):

E. Rafaela T. King, City Controller
or
F. Wanda F. Davis, Deputy Controller
or
G. Jocelyn Logan, Accountant I

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

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

Section 3. That the persons in Section 2 of this Resolution are authorized to sign on the following accounts:

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

Section 4. That the City Clerk shall certify sufficient copies for the City Treasurer to transmit certified copies to each and every appropriate depository.

Section 5. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Treasurer and the City Clerk.

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

ADOPTED this _______ day of _____________, 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 L. Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by City Council of the City of Compton, signed by the Mayor and attested by the Clerk at a regular meeting thereof held on the ___ day of ______________, 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

#8.

RESOLUTION SIGN-OFF FORM

DEPARTMENT:	**City Treasurer**
RESOLUTION TITLE:	**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AUTHORIZED SIGNATURES ON CERTAIN ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON THOSE ACCOUNTS**

<ManagersName>
DEPARTMENT MANAGER'S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

Use when:

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

May 22, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: MARVIN C. HUNT JR., DIRECTOR
PARKS & RECREATION DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISHING A PURCHASE ORDER FOR ARCHITERRA DESIGN GROUP FOR LANDSCAPE ARCHITECTURAL AND ENGINEERING SERVICES FOR CITY MEDIANS, CITY HALL, MARTIN LUTHER KING JR./CESAR CHAVEZ MONUMENT AND WELCOME SIGNS ($193,410.00)

SUMMARY

Adoption of this resolution will amend the 2017-2018 Fiscal Year budget to transfer One Hundred Ninety Three Thousand Four Hundred Ten Dollars ($193,410.00) between accounts, authorize the City Manager to enter into a professional services agreement with and establish a purchase order for the Architerra Design Group to provide landscape architectural and engineering services for improvement of 15 City Gateway Medians, City Hall, the Martin Luther King Jr./Cesar Chavez Monument and 15 City Welcome Signs (the “2017 Landscape Improvement Project”).

BACKGROUND

The Parks and Recreation Department (“Department”) has been directed to initiate a project to assist in beautifying and enhancing several landscaped areas throughout the City. The purpose of this Project is to develop and design plans that would provide the City with a professional schematic landscape plan for achieving the following goals:

1. **City Gateway Medians –** There are currently fifteen (15) median entryway areas throughout the City measuring over 4,500 linear feet. The Project goal will be to convert the existing entryway medians to into a desert-scape, drought tolerant, sustainable landscape.

2. **City Hall –** The front landscape area of City Hall is overly saturated with greenery. The goal will be to convert the green space within the front landscape area of City Hall to a desert efficient palette to include drought tolerant planting and desert-scape crushed rock.

3. **Martin Luther King Jr./Cesar Chavez Monument –** This area once served as a refreshing backdrop for visitors and residents throughout the City. However, due to the lack of routine maintenance, this once vibrant monument has been reduced to an eyesore and gathering point for vagrants. The goal for this site will be to develop and design plans that would transform the current dilapidated conditions of the Martin Luther King Jr./ Cesar Chavez Monument into an aesthetically pleasing desert landscape environment.

4. **City Welcome Signs -** Develop and design plans for the redesign and construction of the City's fifteen (15) welcome signs. The City is looking for a more streamline and vertical design with lighting on each side to hopefully reduce the risk of damage due to vehicular intrusions.

STATEMENT OF ISSUE

The Department does not have staff to perform the professional services needed for this Project; thus, on November 1, 2017, the Department released a Request for Proposals ("RFP"). A total of 4 proposals were received and opened on November 30, 2017 and ranked as follows:

VENDOR	BID AMOUNT
1. Architerra Design Group	$193,410.00
2. Moore Iacofano Goltsman (MIG)	$199,290.00
3. LittleDiversified Architectural Consulting	$249,400.00
4. Community Works Design Group	Inconclusive

Proposals were evaluated and ranked on the criteria of knowledge to perform the assigned scope, experience, responsiveness to RFP. Given this criteria, staff recommends that Council award the contract for landscape architectural and engineering design services for the 2017 Landscape Improvement Project to Architerra Design Group ("ADG").

ADG is a design driven, client service-oriented, fully insured professional landscape architectural and site-planning firm, licensed in California, Arizona, Oregon, New Mexico, and Nevada. In their 26 years in business, ADG has developed a solid reputation for creating streetscape design solutions for many municipalities and public agencies in Southern California. They have facilitated the design of numerous entryway monuments, streetscape and signage programs, and median drought tolerant renovations for the City of Rancho Cucamonga's City Hall, Claremont's City Hall, La

Habra's City Hall, and Monte Vista Water District's Headquarters. They are recognized by public agencies and private

developers for their expertise, and are called upon by networks and conferences to present landscape design topics relevant to the new California drought reality.

FISCAL IMPACT

The cost for the contract service is $193,410.00, inclusive of estimated reimbursable expenses. The 2017-2018 Fiscal Year budget will need to be amended to transfer One Hundred Ninety Three Thousand Four Hundred Ten Dollars ($193,410.00) between accounts as follows:

From (Contingency)	To	Object Code	Amount
1004-840-000-4294	1001-840-000-4269	Contract services	$193,410.00

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

MARVIN C. HUNT, JR., DIRECTOR
PARKS AND RECREATION DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

#9.

RESOLUTION NO.____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISHING A PURCHASE ORDER FOR ARCHITERRA DESIGN GROUP FOR LANDSCAPE ARCHITECTURAL AND ENGINEERING SERVICES FOR CITY MEDIANS, CITY HALL, MARTIN LUTHER KING JR./CESAR CHAVEZ MONUMENT AND WELCOME SIGNS ($193,410.00)

WHEREAS, the Parks and Recreation Department ("Department") was instructed to initiate a Project ("2017 Landscape Improvement Project") to assist in beautifying and enhancing several landscaped areas throughout the City; and

WHEREAS, the purpose of this Project is to develop and design plans that would provide the City with a professional schematic landscape plan by achieving the following goals:

1. **City Gateway Medians (15) –** The Project goal will be to convert the existing entryway medians to into a desert-scape, drought tolerant, and sustainable landscape.

2. **City Hall –** The goal will be to convert the green space within the front landscape area of City Hall to a desert efficient palette to include drought tolerant planting and desert-scape crushed rock.

3. **Martin Luther King Jr./Cesar Chavez Monument –** The goal for this site will be to develop and design plans that would transform the current dilapidated conditions of the Martin Luther King Jr./Cesar Chavez Monument into an aesthetically pleasing desert landscape environment.

4. **City Welcome Signs (15) -** Develop and design plans for the redesign and construction of the City's fifteen (15) welcome signs.

WHEREAS, the Department does not have staff to perform the professional services needed for this Project; thus, on November 1, 2017, the Department released a Request for Proposals ("RFP"). A total of 4 proposals were received and opened on November 30, 2017 and ranked as follows:

VENDOR	BID AMOUNT
1. Architerra Design Group	$193,410.00
2. Moore Iacofano Goltsman (MIG)	$199,290.00
3. LittleDiversified Architectural Consulting	$249,400.00
4. Community Works Design Group	Inconclusive

WHEREAS, proposals were evaluated and ranked on the criteria of knowledge to perform the assigned scope, experience, responsiveness to RFP and given this criteria, staff recommends that Council award the contract for landscape architectural and engineering design services for the 2017 Landscape Improvement Project to Architerra Design Group ("ADG"); and

WHEREAS, the 2017-2018 Fiscal Year budget will need to be amended to transfer One Hundred Ninety Three Thousand Four Hundred Ten Dollars ($193,410.00) between accounts.

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

Section 1. That the proposal/bid of the Architerra Design Group in the amount of One Hundred Ninety Three Thousand Four Hundred Ten Dollars ($193,410.00) is hereby accepted and all other proposals/bids rejected.

#9.

<u>Section 2.</u> That the City Manager, with the advice and approval of the City Attorney is hereby authorized to enter into a professional services agreement with Architerra Design Group to provide landscape architectural and engineering services for improvement of 15 City Gateway Medians, City Hall, the Martin Luther King Jr./Cesar Chavez Monument and 15 City Welcome Signs (the "2017 Landscape Improvement Project").

<u>Section 3.</u> That the 2017-2018 Fiscal Year budget is hereby amended to transfer One Hundred Ninety Three Thousand Four Hundred Ten Dollars ($193,410.00) between accounts as follows:

From (Contingency)	To	Object Code	Amount
1004-840-000-4294	1001-840-000-4269	Contract services	$193,410.00

<u>Section 4.</u> That a purchase order in the amount of $193,410.00 is hereby authorized to be established for Architerra Design Group. for services rendered for the 2017 Landscape Improvement Project.

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

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

ADOPTED this ________ day of ______________, 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 by the City Clerk at a regular meeting thereof held on the __________ day of ______________, 2018.

That said Resolution was adopted by the following vote:

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

____
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
ARCHITERRA DESIGN GROUP

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 **ARCHITERRA DESIGN GROUP** (hereinafter referred to as **"CONSULTANT"**), located at 10221-A Trademark Street Rancho Cucamonga, California 91730.

RECITALS:

WHEREAS, the City's 2017 Landscape Improvement Project is a project to renovate and enhance the City's 15 Gateway Medians, City Hall, the Martin Luther King Jr./Cesar Chavez Monument and 15 City Welcome Signs; and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced landscape architectural design firm to create and provide design concepts and construction drawings and documents for the 2017 Landscape Improvement Project; and

WHEREAS, by Resolution No. **_____**, adopted on the ___ day of _____ 2018, the City Council authorized the City Manager to accept the proposal of the Consultant (Architerra Design Group) and enter into a professional services agreement to provide the necessary services; and

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

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

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

AGREEMENT:

1. **Services to be rendered by Consultant.** It is the mutual understanding of the parties that the Consultant shall perform and provide professional landscape architectural design services for the renovation and improvement of the City's 15 Gateway Medians, City Hall, the Martin Luther King Jr./Cesar Chavez Monument and 15 City Welcome Signs ("Site", or collectively, "Sites"). Significant project deliverables shall include, but not be limited to the following tasks for each of the Sites:

a. **City Gateway Medians.** Design two (2) design renderings; one (1) keeping the existing hardscape and replant with drought tolerant planting and one (1) replacing existing hardscape with cobblestone design for fifteen (15) medians (Site locations

#9.

specified within the City's Request for Proposals and Attachments, Exhibits and Addendums thereto).

Phase I. Conceptual Site Master Plan Phase ($11,730.00)
Phase II. Construction Document Phase ($80,355.00)
Phase III. Bidding and Construction Administration Phase ($9,420.00)
Total: $101,505.00

b. **<u>City Hall, located at 205 South Willowbrook Avenue.</u>** Design three (3) drought tolerant landscaping alternatives.

Phase I. Conceptual Site Master Plan Phase ($8,710.00)
Phase II. Construction Document Phase ($12,540.00)
Phase III. Bidding and Construction Administration Phase ($3,520.00)
Total: $24,770.00

c. **<u>Martin Luther King Jr./Cesar Chavez Monument, located on the northeast corner of Compton Boulevard and Willowbrook Avenue.</u>** Design of a 4' high concrete perimeter security fence, inclusion of permanent plaque honoring veterans, conversion of fountain into a planter basin with drought tolerant planting options.

Phase I. Conceptual Site Master Plan Phase ($3,470.00)
Phase II. Construction Document Phase ($27,840.00)
Phase III. Bidding and Construction Administration Phase ($3,495.00)
Total: $27,330.00

d. **<u>City Welcome Signs.</u>** Design three (3) alternative design renderings for fifteen (15) new entry monuments (Site locations specified within the City's Request for Proposals and any Attachments, Exhibits and Addendums thereto); as well as a new monument sign for City Hall.

Phase I. Conceptual Site Master Plan Phase ($3,470.00)
Phase II. Construction Document Phase ($27,840.00)
Phase III. Bidding and Construction Administration Phase ($3,495.00)
Total: $34,805.00

Professional Fixed Fee Total:	**$188,410.00**
Estimated Reimbursable Expenses:	**5,000.00**
Grand Total:	**$193,410.00**

All as more fully described within the City's **Request for Proposals – Landscape Architectural and Engineering Services for City Medians, Facilities and Welcome Signs"**, released November 1, 2018 and any attachments, exhibits, addendums, etc. thereto and the Consultant's Proposal for **"Landscape Architectural and Engineering for City Medians, Facilities and Welcome Signs",** dated November 30, 2017, both of which are incorporated herein.

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.

Ryan Skolny, Project Manager, of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The term of this Agreement shall commence upon Notification to Proceed from the City to Consultant, who shall proceed in a diligent and professional manner until the project is complete, or upon exhaustion of authorized funding, whichever occurs first, unless this Agreement is terminated as provided herein. The parties anticipate that Consultant's services shall be completed within twelve (12) months or less after notification to Consultant to proceed with the services.

3. Compensation. The method of payment for the services will be based on a time and material basis, billable at the costs identified above with Section 1 and within Consultant's **"Fee Proposal"** within Consultant's **"Proposal"**, which is incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for all services to be provided by the Consultant pursuant to this Agreement shall be limited to a not-to-exceed amount of **One Hundred Ninety Three Thousand Four Hundred Ten Dollars ($193,410.00).**

The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses (except as expressly otherwise agreed), 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.

Consultant will generally adhere to the schedule set forth by the City provided, that City will grant reasonable extensions of time for the performance of the services occasioned by 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.

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 otherwise agreed in writing by the City, 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 the Parks and Recreation Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, 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. Consultant agrees that all product produced and other work product created or assembled by it by Consultant or its agents, employees, and subcontractors 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, Consultant 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 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 the 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 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 the 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 this project.

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 or extensions thereto, 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-indicated 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 the 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 its 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 the City and all work in progress to the 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. 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.

18. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

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.

_______________________________________ ____________________
Richard Krumwiede, President **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 that 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:

Architerra Design Group
10221-A Trademark Street
Rancho Cucamonga, California 91730
Attn: Richard Krumwiede, President
(909) 484–2800
(909) 484-2802
www.architerradesigngroup.com

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Parks and Recreation Department
(310) 605-6330
(310) 605-1480 – fax.

With copy to:

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

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

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

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

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

ARCHITERRA DESIGN GROUP
CONSULTANT

Dated: _______________ **By** ____________________________________
Richard Krumwiede, President

CITY OF COMPTON
Recommended for Approval:

Dated: _______________ **By** ____________________________________
Marvin C. Hunt, Jr., Director
Parks and Recreation Department

Approved By:

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

Approved as to form:

By _________________________________ **Dated:** ___________________
Craig J. Cornwell, City Attorney

ATTEST:

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

#10.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2018-2019 FUNDED BY SB 1 PURSUANT TO THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.**

Wendell Johnson	**5/10/2018 4:55:31 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**5/17/2018 1:14:23 PM**
CITY ATTORNEY	DATE
Rafaela King	**5/17/2018 10:44:23 AM**
CITY CONTROLLER	DATE
Cecil Rhambo	**5/17/2018 10:19:26 AM**
CITY MANAGER	DATE

Use when:

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

May 22, 2018

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **WENDELL E. JOHNSON P.E., INTERIM PUBLIC WORKS DIRECTOR**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2018-2019 FUNDED BY SB 1 PURSUANT TO THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

SUMMARY

This Resolution adopts a list of projects for Fiscal Year 2018-2019 funded by SB 1, the Road Repair and Accountability Act of 2017.

BACKGROUND

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide.

SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Compton are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year.

The City of Compton must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

The City of Compton will receive and estimate $1,661,435 in RMRA funding in Fiscal Year 2018-2019 from SB 1. This will be the second year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1.

Compton has undergone a robust public process to ensure public input into our community's transportation priorities/project list. The City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high priority and cost effective projects that also meet the communities priorities for transportation investment.

The funding from SB 1 will help the City of Compton maintain and rehabilitate numerous streets/roads and add active transportation infrastructure throughout the City in FY 2018-2019 and of similar projects into the future.

The 2016 California Statewide Local Streets and Roads Needs Assessments found that the City of Compton streets and roads are in an “at risk” condition and this revenue will help us increase the overall quality of our road system and over the next decade will significantly improve our streets and roads.

The SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

STATEMENT OF THE ISSUE

Therefore, in order to adopt the list of projects for Fiscal Year 2018-2019 funded by SB 1, the Road Repair and Accountability Act of 2017, City Council’s authorization is necessary.

FISCAL IMPACT

Based upon on the State Department of Finance Statewide revenue projections as of January 11, 2018, the reports estimated a value of SB1 funding that may be available to the City of Compton FY 2018-2019 revenues will be approximately $1,661,435.

ALTERNATIVE

The City of Compton must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution. Therefore, no other alternatives are being proposed.

RECOMMENDATION

Staff recommends that the City Council adopt the list of projects for Fiscal Year 2018-2019 funded by SB 1, pursuant to the Road Repair and Accountability Act of 2017.

WENDELL E. JOHNSON, P.E.
INTERIM PUBLIC WORKS DIRECTOR

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

#10.

RESOLUTION NO. ___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2018-2019 FUNDED BY SB 1 PURSUANT TO THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Compton are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, Compton must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, Compton will receive and estimate $1,661,435 in RMRA funding in Fiscal Year 2018-2019 from SB 1; and

WHEREAS, this is the second year in which Compton is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, Compton has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, Compton used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Compton maintain and rehabilitate numerous streets/roads and add active transportation infrastructure throughout the City during FY 2018-2019 and of similar projects into the future; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City of Compton streets and roads are in an "at risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will significantly improve our streets and roads; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

SECTION 1. That the foregoing recitals are true and correct.

SECTION 2. That the Fiscal year 2018-2019 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues are hereby adopted.

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

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

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

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

Agency	Program	Funding FY	Package	PPNo	Project Type	Title	Description
City of Compton	Local Streets	18/19	LSR-2019-	PP001	Complete Streets	Compton Boulevard West	Installation of raised medians and Class II bicycle lanes. Remove and replace locations for ADA ramps, curb gutters, sidewalk; grind/overlay asphalt; replace all traffic markings, linework, traffic loops
City of Compton	Local Streets	18/19	LSR-2019-	PP002	Complete Streets	Compton Boulevard West	Install bike lanes and lighting along the corridor; enhance pedestrian crossing at 15 intersections. Remove and replace locations for ADA ramps, curb, gutter, sidewalk; grind/overlay asphalt; replace all traffic markings, linework traffic detectors loops.
City of Compton	Local Streets	18/19	LSR-2019-	PP003	Complete Streets	Residential Street Resurfacing	Crack sealing, micro surfacing, remove and replace ADA ramps , curb, gutter, sidewalk; replace all traffic markings and other minor associated work.
City of Compton	Local Streets	18/19	LSR-2019-	PP004	Complete Streets	Residential Street Rehabilitation	Remove and replace locations of ADA ramps, curb, gutter, sidewalk; grind/overlay asphalt; replace all traffic markings, and linework

#10.

#10.

Location	Est Completion Pre Con	Est Completion Con	Est Useful Life Min	Est Useful Life Max	Submit Date	Status
Compton Boulevard from Willowbrook Avenue to eastern city limits	Dec-18	Jun-19	10	20		
Compton Boulevard from Willowbrook Avenue to western city limits	Dec-18	Jun-19	10	20		
Various locations city wide	Dec-18	Sep-19	10	15		
Various locations city wide	Dec-18	Sep-19	10	15		

#11.

May 22, 2018

TO: **CITY MANAGER**

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

FROM: **CITY ATTORNEY**

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-1.16 OF CHAPTER II OF THE COMPTON MUNICIPAL CODE TO ELIMINATE THE SELECTION OF THE MAYOR PRO TEM ON A ROTATIONAL BASIS**

SUMMARY

Councilman Galvan has requested that the City Council will consider adopting an ordinance to eliminate the selection of the Mayor Pro Tem on a rotational basis.

BACKGROUND

On June 4, 1996, the City Council adopted Ordinance No. 1,952, which added Section 2-1.16 to the Compton Municipal Code. Subsection "a" provided that the Mayor Pro Tem seat "shall rotate between each City Council member, beginning July 1, 1996, with District 2, and continuing with each district, consecutively". The Mayor Pro Tem designation would be for a one year term.

On March 11, 2014, the City Council adopted Ordinance No. 2,248, which amended Section 2-1.16 to provide that in the absence of both the Mayor and designated Mayor Pro Tem, the Presiding Officer of the City Council meeting shall be the City Council member of the next consecutive district that is scheduled to serve as Mayor Pro Tem in the next fiscal year.

The City Council desires to eliminate the selection of a Mayor Pro Tem on a rotational basis, preferring to select the Mayor Pro Tem by a majority vote of the entire body.

STATEMENT OF THE ISSUE

Whether the City Council desires to change the method by which the Mayor Pro Tem is selected.

FISCAL IMPACT

There is no fiscal impact with the adoption of this ordinance.

RECOMMENDATION

Staff is without a recommendation for this item.

#11.

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

Attachment: Proposed Ordinance

ORDINANCE NO. __________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-1.16 OF CHAPTER II OF THE COMPTON MUNICIPAL CODE TO ELIMINATE THE SELECTION OF THE MAYOR PRO TEM ON A ROTATIONAL BASIS

WHEREAS, on June 4, 1996, the City Council adopted Ordinance No. 1,952, which added Section 2-1.16 to the Compton Municipal Code; and

WHEREAS, subsection "a" provided that the Mayor Pro Tem seat "shall rotate between each City Council member, beginning July 1, 1996, with District 2, and continuing with each district, consecutively"; and

WHEREAS, the Mayor Pro Tem designation would be for a one year term; and

WHEREAS, on March 11, 2014, the City Council adopted Ordinance No. 2,248, which amended Section 2-1.16 to provide that in the absence of both the Mayor and designated Mayor Pro Tem, the Presiding Officer of the City Council meeting shall be the City Council member of the next consecutive district that is scheduled to serve as Mayor Pro Tem in the next fiscal year; and

WHEREAS, the City Council desires to eliminate the selection of a Mayor Pro Tem on a rotational basis, preferring to select the Mayor Pro Tem by a majority vote of the entire body.

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

Section 1. That Chapter II of the Compton Municipal Code, Section 2-1.16(a), is amended to read as follows:

2-1.16(a) The City Council shall by a majority vote of the entire Council select the Mayor Pro Tem.

Section 2. That Chapter II of the Compton Municipal Code, Section 2-1.16(d), is amended to read as follows:

2-1.16(d) In the absence of both the Mayor and designated Mayor Pro Tem, the Presiding Officer of the City Council meeting shall be the City Council member of the next consecutive district.

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

Section 4. That this Ordinance shall take effect thirty (30) days from after adoption by the City Council.

Section 5. That copies of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney and Compton Station of the Los Angeles County Sheriff's Department.

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

ADOPTED THIS _____________ day of ______________, 2018.

#11.

____
MAYOR OF THE CITY OF COMPTON

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby verify that the foregoing Ordinance was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _________ day of ____________________, 2018.

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

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

____
CITY CLERK OF THE CITY OF COMPTON

May 22, 2018

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING IN-KIND CONTRIBUTIONS IN SUPPORT OF THE 15TH ANNUAL COMPTON STAND DOWN FOR VETERAN HELD SEPTEMBER 21-23, 2018**

SUMMARY
This Resolution approves in-kind contributions in support of the 15th Annual Compton Stand Down for Veterans for September 21-23, 2018.

BACKGROUND
The name “Stand Down” comes from a term used in time of war. Exhausted combat units requiring time to rest and recover were removed from the battlefields to a place of relative security and safety. Today, “Stand Down” refers to a grassroots, community-based intervention program designed to help the nation’s estimated 150,000 homeless veterans “combat” life on the streets.

The 2017 Veteran Stand Down in Compton brings our community together, gives hope to veterans still living on the streets of Southern California, offers them a temporary respite, and provides information and services that can help end their nightmare on the streets.

Services provided include assistance with housing, employment, VA benefits, VA enrollment, VA medical care, VA mental health care, legal assistance, military records assistance, dental care, treatment/counseling, social security assistance, vision screening, food, clothing, hygiene supplies, showers, haircuts and entertainment.

STATEMENT OF THE ISSUE
The Compton Stand Down for Veterans is an event that is held in cities all over the nation to provide food, clothing, services and referrals to homeless veterans. The City of Compton has been asked to support the Stand Down through approving in-kind contributions for support.

#12.

The City of Compton agrees to provide the following in-kind services:

FACILITY USAGE:

CAREERLINK - 700 N. Bullis Road, Compton, CA 90220

First Floor:	Offices (6B, 8B, 10B, 11B, 12A, 12B, 13B, 14B)
	Small Conference Room (14A)
	Lunch Room 13A and Area Outside of Lunch Room
	Clothing Closet
Second Floor:	Auditorium (Room 2A) and Conference Room #1
	Building Annex
	The Recording Studio
	The Dance Studio
	Parking Lot

EQUIPMENT USAGE:
- 1 Podium
- 2 Generators
- 10 (Ten) 100 foot Electrical Cords

STAFFING:
- Two Custodians to work two (8) eight hour shifts (6:00 am - 2:00 pm and 1:00pm - 9:00 pm) at $31.57 per hour equals $1,010.24 times three days (September 21-23, 2018) for a total of Three Thousand Thirty Dollars and Seventy-Two Cents ($3,030.72).

ALTERNATIVE
No alternative provided.

FISCAL IMPACT
The fiscal impact is $2,884.80 in personnel overtime charges.

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

#12.

RESOLUTION NO. ________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING IN-KIND CONTRIBUTIONS IN SUPPORT OF THE 15TH ANNUAL COMPTON STAND DOWN FOR VETERANS HELD SEPTEMBER 21-23, 2018

WHEREAS, the Compton Stand Down for Homeless Veterans ("Stand Down") is an event that is held in cities all over the nation to provide food, clothing, medical services and referrals to veterans; and

WHEREAS, the name Stand Down comes from a term used in time of war. Exhausted combat units requiring time to rest and recover were removed from the battlefields to a place of relative security and safety; and

WHEREAS, today, Stand Down refers to a grassroots, community-based intervention program designed to help the nation's estimated 150,000 homeless veterans "combat" life on the streets; and

WHEREAS, the Veteran Stand Down brings community members together, gives hope to veterans still living on the streets of Southern California, offers them a temporary respite, and provides information and services that can help end their nightmare on the streets; and

WHEREAS, services provided include assistance with housing, employment, VA benefits, VA enrollment, VA medical care, VA mental health care, legal assistance, military records assistance, dental care, treatment/counseling, social security assistance, vision screening, food, clothing, hygiene supplies, showers, haircuts and entertainment.

WHEREAS, the City of Compton agrees to provide the following in kind services:

FACILITY USAGE:

CAREERLINK - 700 N. Bullis Road, Compton, CA 90220

First Floor: Offices (6B, 8B, 10B, 11B, 12A, 12B, 13B, 14B)
Small Conference Room (14A)
Lunch Room 13A and Area Outside of Lunch Room
Clothing Closet
Second Floor: Auditorium (Room 2A) and Conference Room #1
Building Annex
The Recording Studio
The Dance Studio
Parking Lot

EQUIPMENT USAGE:

- 1 Podium
- 2 Generators
- 10 (Ten) 100 foot Electrical Cords

STAFFING:

- Two Custodians to work two (8) eight hour shifts (6:00 am - 2:00 pm and 1:00pm - 9:00 pm) at $31.57 per hour equals $1,010.24 times three days (September 21-23, 2018) for a total of Three Thousand Thirty Dollars and Seventy-Two Cents ($3,030.72).

#12.

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

SECTION 1. That the City Council of the City of Compton does hereby approve in-kind contributions referenced above in support of the 2018 Compton Stand Down for Veterans September 21-23, 2018.

SECTION 2. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Clerk and City Controller.

SECTION 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

SECTION 4. That a certified copy of this resolution shall be filed in the offices of the City Manager, General Services, and City Clerk.

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

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing resolution was adopted by the City Council of said City, 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: Councilmembers-
NOES: Councilmembers-
ABSENT: Councilmembers-
ABSTAIN: Councilmembers-

____
CITY CLERK OF THE CITY OF COMPTON