

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, October 02, 2018 5:30 PM

HEARING

**5:40 P.M. - PUBLIC HEARING - ADOPTION OF ORDINANCE DECREASING
MAXIMUM WEIGHT OF VEHICLE AND LOAD ON BRIDGES AT COMPTON
BOULEVARD AND WILMINGTON AVEUNE OVER COMPTON CREEK**

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. SEPTEMBER 18, 2018

REPORTS OF OFFICERS AND COMMISSIONS

CITY FIRE DEPARTMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO MCPEEKS ANAHEIM FOR THE PURCHASE OF A 2014 DODGE POLICE CHARGER FOR THE COMPTON FIRE DEPARTMENT (\$24,729.94)

GENERAL SERVICES

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER FOR NATIONWIDE LIFTS TO REPLACE HANDICAP LIFT AT CITY HALL (\$17,600)

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR SOFTWARE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. FOR PROVIDING ANNUAL GEOGRAPHICAL INFORMATION SYSTEM SOFTWARE LICENSING AND MAINTENANCE SERVICES (\$75,000)
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF PURCHASE ORDERS TO DION AND SONS, JANKOVICH, VOYAGER AND WOOD OIL FOR THE PROVISION OF GASOLINE AND DIESEL FUEL FOR THE CITY'S FLEET AND EQUIPMENT (\$250,000)

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, October 09, 2018 @ 5:30 PM.

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

SEPTEMBER 18, 2018

The Compton City Council meeting was called to order at 5:44 p.m. in the Council Chambers of City Hall by Mayor Pro Tem Janna Zurita. The Pledge of Allegiance and Moment of silence ceremonies were also led by Mayor Pro Tem Janna Zurita.

ROLL CALL

Council Members Present – McCoy, Sharif, Zurita

Council Members Absent – Galvan (*Entered the meeting at 5:50 p.m.*), **Brown**

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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Margaret Webster, Compton resident, addressed the Council and requested permission to set up a Voter Registration event in the Civic Center Plaza on September 29, 2018 from 11 a.m. to 3 p.m. Ms. Webster invited the community to register to vote to make their voices heard for the upcoming November election.

Adolpho Varas, Executive Director of the Latino Chamber of Commerce, addressed the City Council and commended Mayor Pro Tem Zurita for promoting her breast cancer awareness Walk for a Cure event. Mr. Varas presented flyers detailing ‘*A Taste of Compton*’ event which presents an opportunity to taste dishes from various restaurants in the city. He also announced the first annual Dias De Los Muertos (The Day of the Dead), a Mexican celebration, which is a day to remember and prepare special foods in honor of those who have departed from October 31st through November 2nd each year. Mr. Varas also noted that the Chamber will be celebrating Latino heritage with an annual talent show emphasizing the arts.

Maria Villarreal, Latino Chamber of Commerce, spoke with the aid of a translator regarding the very high taxes and license fees in the City of Compton. Ms. Villarreal also requested that the City set aside a day to celebrate Mexican Heritage for the benefits of all citizens.

Royce Esters, Compton resident, business man and civil rights leader spoke before the Council and raised allegations regarding a dictatorship, a clique or other nefarious group which perpetrated an injustice against Emma Sharif by abruptly removing her as Mayor Pro Tem. Mr. Esters also recommended that the late Councilman Maxcy Filer or Marie Hollis be recognized and honored for their outstanding community service, rather than celebrating outsiders that do not live in the city. Mr. Ester complained about the lack of parking for those residents wishing to attend the Council meeting.

Frederick Gordon, Compton resident, spoke and stated that he has attempted on several occasions to contact his representative, Councilman Galvan, however, Galvan has not returned any of his phone calls nor emails. Mr. Gordon proceeded to question an allegation that Councilman Galvan was involved in an incident on July 11, 2018 whereby he pulled a firearm on another individual. Mr. Gordon expressed his displeasure at being placed on ‘the back burner’ and completely ignored. Mr. Gordon expressed his opinion that the Councilman has no integrity and does not return phone calls, nor has he held a Town Hall meeting for the benefit of the residents of the District. Mr. Gordon concluded by stating that Councilman Galvan must be required to serve his constituents or vacate his seat.

Charles Jackson, Editor and Publisher of *City Pride Magazine*, stated that he is celebrating 12 years of operating in the City of Compton. He also noted that the magazine is expanding into the Inland Empire and gave the City an opportunity to support the magazine by using it for advertisements, stories and as a communication tool. Mr. Jackson offered the Council an opportunity to work with the magazine to improve the City of Compton. Mr. Jackson noted that he presented a proposal to operate as a Communication /Spokesperson for the community.

David Irons, Compton resident, spoke in favor of honoring DJ Quick and Oscar De La Hoya, noting that many others that have not grown up in Compton, however, they have done many great things for the city. Mr. Irons felt that if anyone wants to assist and sponsor the children of Compton, they should be allowed to do so and be honored as community leaders.

#1.

Joyce Kelly, Compton resident, addressed the item amending salary plan and spoke against the re-naming of any site in Compton to honor ‘outsiders.’ Ms. Kelly also referenced the agreement to provide street design services and questioned why the city is paying such an exorbitant amount for the design, noting that the area is heavily congested and there is not enough room to accommodate housing on Rosecrans Avenue. Ms. Kelly spoke out against the disrespect exhibited by certain Councilmembers.

Walter McDowell, Compton resident, addressed the City Council and urged everyone to find a way to clean up the trash and debris problems on Bullis Road between Compton and Myrrh. Mr. McDowell stated that he has spoken with street maintenance and requested a long-term solution to the problem as quickly as possible. Mr. McDowell also stated that the City should provide more bulky waste pick up dates.

Councilmember Sharif questioned City Manager Rhambo regarding the plans for addressing the on-going problem of trash and debris around the city.

City Manager Rhambo replied that the city has hired a contractor who will be responsible for picking up trash and issuing citations for illegal dumping, and further indicated that the city has launched a low-level verbal campaign to keep Compton clean and guard against illegal dumping.

Mayor Pro Tem Zurita requested to know the amount of tax dollars spent on picking up and cleaning up the city in the form of a video presentation. Mayor Pro Tem Zurita also urged the citizens to take a photo of the illegally-dumped trash, noting that often, the trash is picked up by city workers and hours later trash is dumped at the same site once again.

Lynn Boone, Compton resident, stated that the City Manager should be reporting to the city and the residents in writing. Ms. Boone further stated that there needs to be additional Code Enforcement Officers working around the city, noting that the city is dirtier than it has ever been. Ms. Boone also spoke out against limiting the public comment speaking time and urged the citizens to vote and make their voices heard.

Alec Ragsdale, Compton resident, spoke before the Council and commended the city for the wonderful Sibri Park, but noted that the citizens must volunteer and clean up after themselves. Mr. Ragsdale urged the Council and the community to work together to clean up and maintain the city and regularly empty the trash receptacles.

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. CERTIFICATE OF RECOGNITION PRESENTED TO EMILY HART-HOLIFIELD– COUNCILWOMAN ZURITA

The Mayor and City Council presented a commendation to Ms. Emily Hart-Holifield for her many years of dedicated service to the children and the community. Ms. Hart-Holifield was a children’s advocate for the Compton community and founded the first Block Club in Compton, Meals on Wheels, Chairperson of the NAACP and National Council for Negro Women. Ms. Hart-Holifield is known as the Stabilizer for the City of Compton, who paved the way for today’s African American and was commended and honored for her 50 years of dedicated service to the City of Compton and her commitment to children, young adults and seniors. The City Council, employees and the residents celebrate and honor Ms. Emily Hart-Holifield.

Ms. Emily Hart-Holifield along with her husband Mr. Holifield accepted the recognition and honor and urged the Council and community to work together and continue to improve the lives of the residents of Compton.

2. CERTIFICATE OF RECOGNITION CELEBRATING THE 40TH ANNIVERSARY OF SOTO’S MARKET IN THE CITY OF COMPTON – COUNCILMAN GALVAN

The City Council presented a commendation and acknowledged Soto’s Produce Market for 40 years of service to the City of Compton. The Council commended the family-owned business for employing Compton residents, and providing two generations of service to the community; adding that the residents appreciate Soto’s Produce for being great community partners to the City of Compton.

The Soto Family thanked the City and the Council for the prestigious honor and added that they are committed to the city and anticipate another 40 years of service to the Compton community.

3. CERTIFICATE OF RECOGNITION PRESENTED TO KIA PATTERSON, OWNER OF GROCERY OUTLET – COUNCILWOMAN ZURITA (*Re-agendad*)

Councilman Galvan exited the meeting at 5:50 p.m. and returned at 6:57 p.m.)

CONSENT AGENDA

APPROVAL OF MINUTES

4. SEPTEMBER 11, 2018 (**Approved**)

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

5. INVESTMENT REPORTS - JUNE 30, 2018 AND JULY 31, 2018 (*Received and filed*)

CITY ATTORNEY

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING CALIFORNIA ASSEMBLY BILL 2447 - FOSTER YOUTH PLACEMENT STABILITY (**Approved Resolution Number 24,853**)
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING CALIFORNIA ASSEMBLY BILL 2448 - ACCESS TO COMPUTER TECHNOLOGY AND INTERNET FOR DISADVANTAGED YOUTH IN FOSTER CARE AND JUVENILE DETENTION FACILITES (**Approved Resolution Number 24,854**)

CITY CLERK

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2018-2019 (\$35,500) (**Approved Resolution Number 24,855**)
9. TRAVEL REQUEST - LEAGUE OF CALIFORNIA CITIES - CITY CLERK'S NEW LAW AND ELECTIONS SEMINAR - December 12-14, 2018 - San Francisco, Ca. (**Request Approved**)

CITY FIRE DEPARTMENT

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PROVIDE PARAMEDIC AND COMMAND VEHICLE MAINTENANCE AND REPAIR FOR FISCAL YEAR 2018-2019 (\$30,000) (**Approved Resolution Number 24,856**)

#1.

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KJ CONSULTANTS TO PROVIDE FIRE PROTECTION ENGINEERING SERVICES FOR THE COMPTON FIRE DEPARTMENT (\$55,000) (**Approved Resolution Number 24,857**)

CITY MANAGER

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR FIFTY TWO CONSULTING, INC. TO UPGRADE THE CITY'S FIREWALL AND CORE NETWORK (\$59,681.32) (**Approved Resolution Number 24,858**)

CITY TREASURER

13. TRAVEL REQUEST - LEAGUE OF CALIFORNIA CITIES - MUNICIPAL FINANCE INSTITUTE CONFERENCE - December 12-13, 2018 - San Francisco, Ca. Estimated Cost for Registration, Hotel & Air Fair - \$1,675 (**Request Approved**)
14. TRAVEL REQUEST - 15TH ANNUAL GOVERNMENT INVESTMENT OFFICERS ASSOCIATION CONFERENCE - March 20-22, 2019 - Las Vegas, Nevada (Action) Estimated Cost for Registration, Hotel & Air Fair - \$1,100 (**Request Approved**)

GENERAL SERVICES

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REJECTING ALL BIDS FOR THE WILSON PARK GYMNASIUM RENOVATION PROJECT AND AUTHORIZE RE-ADVERTISEMENT (**Approved Resolution Number 24,859**)

HUMAN RESOURCES

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT (**Approved Resolution Number 24,860**)

It was moved by McCoy, seconded by Sharif, the consent agenda was approved by the following vote on roll call:

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

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

17. A REQUEST TO SCHEDULE A PUBLIC HEARING - ADOPTION OF ORDINANCE DECREASING MAXIMUM WEIGHT OF VEHICLE AND LOAD ON BRIDGES AT COMPTON BOULEVARD AND WILMINGTON AVENUE OVER COMPTON CREEK

On motion by McCoy, seconded by Sharif, the public hearing was scheduled for **October 2, 2018 at 5:40 p.m.** by the following vote on roll call:

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

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

18. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 5-3 OF CHAPTER V (SALARY PLAN) OF THE COMPTON MUNICIPAL CODE TO REQUIRE SEPARATE RESOLUTION(S) TO ESTABLISH OR CHANGE PROVISIONS OF THE SALARY SCHEDULE OF THE CITY OF COMPTON (SECOND READING)

On motion by McCoy, seconded by Sharif, the reading of the ordinance in full was waived by the following vote on roll call:

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

On motion by McCoy seconded by Sharif, **Ordinance Number 2,304** entitled ‘AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 5-3 OF CHAPTER V (SALARY PLAN) OF THE COMPTON MUNICIPAL CODE TO REQUIRE SEPARATE RESOLUTION(S) TO ESTABLISH OR CHANGE PROVISIONS OF THE SALARY SCHEDULE OF THE CITY OF COMPTON’ was adopted by the following vote on roll call:

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

(Councilman Galvan exited the meeting at 6:58 p.m. and returned at 7:00 p.m.)

NEW BUSINESS

21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SOUTH COAST EMERGENCY VEHICLE SERVICE FOR MAINTENANCE AND REPAIR OF EMERGENCY FIRE APPARATUS (\$85,000)

On motion by Sharif, seconded by Galvan, **Resolution Number 24,861** entitled ‘A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SOUTH COAST EMERGENCY VEHICLE SERVICE FOR MAINTENANCE AND REPAIR OF EMERGENCY FIRE APPARATUS’ was adopted by the following vote on roll call:

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

#1.

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JMD TO PROVIDE STREET DESIGN SERVICES FOR THE COMPTON BOULEVARD STREET IMPROVEMENT PROJECT (CIP# 18-01) (\$535,167.02)

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

Mayor Pro Tem Zurita stated that the project was previously approved in June, however, work had not been completed, particularly on Tajauta Street.

Public Works Director, Wendell Johnson, indicated that the projects have not started because there was an issue involving the end of year funding.

Resolution Number 24,862 entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JMD TO PROVIDE STREET DESIGN SERVICES FOR THE COMPTON BOULEVARD STREET IMPROVEMENT PROJECT (CIP# 18-01)**’ was adopted by the following vote on roll call:

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

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NV5 TO PROVIDE STREET DESIGN SERVICES FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT FISCAL YEARS 2018-2023 (\$518,000)

On motion by McCoy, seconded by Galvan, **Resolution Number 24,863** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NV5 TO PROVIDE STREET DESIGN SERVICES FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT FISCAL YEARS 2018-2023**’ was adopted by the following vote on roll call:

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

22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTN RESCINDING RESOLUTION NO. 24,531 AND APPROVING GENERAL PLAN AMENDMENT CASE NO. 2015-001, CHANGE OF ZONE CASE NO. 2015-001 AND VESTING TENTATIVE TRACT MAP NO. 73337 - A REQUEST TO DEVELOP A 62-UNIT DETACHED, PLANNED RESIDENTIAL CONDOMINIUM DEVELOPMENT ON A 4.9 ACRE LOT LOCATED AT 2001 EAST ROSECRANS AVENUE IN THE CITY OF COMPTON

On motion McCoy, seconded Sharif, **Resolution Number 24,864** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTN RESCINDING RESOLUTION NO. 24,531 AND APPROVING GENERAL PLAN AMENDMENT CASE NO. 2015-001, CHANGE OF ZONE CASE NO. 2015-001 AND VESTING TENTATIVE TRACT MAP NO. 73337 - A REQUEST TO DEVELOP A 62-UNIT DETACHED, PLANNED RESIDENTIAL CONDOMINIUM DEVELOPMENT ON A 4.9 ACRE LOT**’ was approved by the following vote on roll call:

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

23. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,530 AND ADOPTING A RESOLUTION TO APPROVE THE REQUEST TO ADOPT MITIGATED NEGATIVE DECLARATION NO. 938 AND APPROVE CONDITIONAL USE PERMIT CASE NO. 2766 - A REQUEST TO DEVELOP A 62-UNIT DETACHED PLANNED RESIDENTIAL CONDOMINIUM DEVELOPMENT ON A 4.9 ACRE LOT LOCATED AT 2001 EAST ROSECRANS AVENUE IN COMPTON

On motion by McCoy, seconded by Galvan, **Resolution Number 24,865** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,530 AND ADOPTING A RESOLUTION TO APPROVE THE REQUEST TO ADOPT MITIGATED NEGATIVE DECLARATION NO. 938 AND APPROVE CONDITIONAL USE PERMIT CASE NO. 2766 - A REQUEST TO DEVELOP A 62-UNIT DETACHED PLANNED RESIDENTIAL CONDOMINIUM DEVELOPMENT ON A 4.9 ACRE LOT LOCATED AT 2001 EAST ROSECRANS AVENUE IN COMPTON**’ was adopted by the following vote on roll call:

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

24. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING TRACT MAP NO. 73337 FOR THE PROPERTY LOCATED AT 2001 EAST ROSECRANS AVENUE IN THE CITY OF COMPTON

On motion by McCoy, seconded by Galvan, **Resolution Number 24,866**, entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING TRACT MAP NO. 73337 FOR THE PROPERTY LOCATED AT 2001 EAST ROSECRANS AVENUE IN THE CITY OF COMPTON**’ was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson Galvan offered the following communications/announcements:

- Requested that the city clean out the homeless camps in the area adjacent to D&D Liquor and the pocket parks.

(Councilman Galvan exited the meeting at 7:54 p.m.)

#1.

Councilperson McCoy offered the following communications/announcements:

- Invited the community to attend her Town Hall meeting on October 11, 2018 beginning at 6 p.m. at Burrell MacDonald Park, 2516 W. Alondra Boulevard.
- Invited the community to attend the Family Overnight Camping Adventure on Friday, September 29, 2018 at 4 p.m. at the Compton Campfire Site, 450 W. Raymond Street. There will be movies, arts and crafts, campfire songs, games and plenty of food and entertainment for the entire family—call 310-605-5688 for details.
- Announced that Tomorrow's Aeronautical Museum is offering scrumptious meals exquisitely prepared by an award-winning Chef.
- Announced that she attended the very informative Congressional Black Caucus in Washington D.C. and noted that all people of color must organize and register to vote to facilitate positive changes for our community.

Councilperson Sharif offered the following communications/announcements:

- Invited the community to participate in the Harvest Festival at Kelly Park on October 6, 2018, featuring carnival rides, delicious food, recreational activities and a community talent show.
- Invited the community to attend her Quarterly Business Roundtable event on October 24, 2018 from 10 a.m. to 12 noon at the Dollarhide Community Center, 301 N. Tamarind.
- Invited the community to attend the Pledge to Vote Rally to be held on Saturday, September 22, 2018 at Columbia Park, 4045 190th Street in Torrance, hosted by the Women's Political Caucus.
- Commented on her visit to Washington D.C. for the Congressional Black Caucus which focused on voter registration and increasing voter turnout.
- Announced that the Pastors for Compton will be participating in a community cleanup of the Olympic Park.
- Invited everyone to participate in the Veteran's Stand Down which will be held this weekend, September 26-29, 2018 at CareerLink located at 700 N. Alameda.

Mayor Pro Tem Zurita offered the following communications/announcements:

- Commented that the city must soon begin dialogue regarding the issue of street vendors.
- Announced that in conjunction with CUSD Board members Satra Zurita and Micah Ali, she will be hosting her 7th Annual Walk for a Cure to bring awareness and battle breast cancer which will take place on October 13, 2018 beginning at 7 a.m. at Centennial High School and urged those interested in participating to call (310) 605-5585 or visit: cpt4acure.eventsmart.com to register.
- Zurita thanked Captain Thatcher of the Compton Sheriff's Department for improving public safety, noting that we all understand that the homeless citizens have rights, however, the children of the community also have rights, such as the right to safe thoroughfares to and from schools and the right to enjoy the public parks.
- Requested a full report on the conditions and problems associated with the restrooms at Sibrie Park.
- Requested a power point presentation of the monetary expenses and number of man hours charged in the removal of trash and other debris around the city.

ADJOURNMENT

On motion by Sharif, seconded by McCoy, the meeting was adjourned at 7:59 p.m. by the following vote on roll call:

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

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

October 2, 2018

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS
AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER
TO MCPEEKS ANAHEIM FOR THE PURCHASE OF A 2014 DODGE POLICE
CHARGER FOR THE COMPTON FIRE DEPARTMENT (\$24,729.94)**

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a purchase order in the amount of Twenty Four Thousand Seven Hundred Twenty Nine Dollars and Ninety-Four Cents (\$24,729.94) to McPeeks Anaheim for the purchase of a 2014 Dodge Police Charger for use by the Fire Chief.

BACKGROUND

The Compton Fire Department's ("Department") Fire Chief is tasked with responding to and providing effective working relationships with staff, City departments, elected officials, regulatory agencies, contractors, community groups, local businesses and the general public. The vehicle currently used by the Fire Chief is over ten (10) years old, with high miles. Recently, the Fire Chief's vehicle lost power while travelling on the freeway, placing the Fire Chief in a highly vulnerable position of being subject to a collision prior to him maneuvering to safe area for the vehicle to be towed. At present, the vehicle is inoperable due to major engine problems estimated to be too costly to repair. Command and response staff for emergency services must have a reliable vehicle to respond to emergencies.

STATEMENT OF ISSUE

Three (3) quotes for a replacement vehicle were solicited and the results were as follows:

<u>VENDOR</u>	<u>AMOUNT</u>
McPeeks Anaheim	\$24,729.94
CarGurus	\$25,190.00
Glenn E. Thomas Dodge Chrysler Jeep	\$25,947.00

After reviewing the quotes, Department staff recommends purchasing a replacement vehicle from McPeeks Anaheim.

#2.

Staff Report – Resolution Authorizing P.O.
McPeeks Anaheim/Purchase 2014 Dodge Police Charger
October 2, 2018, page 2

FISCAL IMPACT

The cost for the purchase of the vehicle from McPeeks Anaheim is \$24,729.94. The Department's 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts as follows:

From:	<u>Description</u>	<u>Amount</u>
6000-720-000-4236	Maintenance & Repair	\$24,729.94
To:	<u>Description</u>	<u>Amount</u>
6000-690-000-4333	Automotive Equipment	\$24,729.94

RECOMMENDATION

It is recommended that Council adopt the attached Resolution.

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

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO
MCPEEKS ANAHEIM FOR THE PURCHASE OF A 2014 DODGE POLICE
CHARGER FOR THE COMPTON FIRE DEPARTMENT (\$24,729.94)

WHEREAS, the Compton Fire Department’s (“Department”) Fire Chief is tasked with responding to and providing effective working relationships with staff, City departments, elected officials, regulatory agencies, contractors, community groups, local businesses and the general public; and

WHEREAS, the vehicle currently used by the Fire Chief is over ten (10) years old, with high miles and is inoperable due to major engine problems estimated to be too costly to repair; and

WHEREAS, three (3) quotes for a replacement vehicle were solicited and the results were as follows:

<u>VENDOR</u>	<u>AMOUNT</u>
McPeeks Anaheim	\$24,729.94
CarGurus	\$25,190.00
Glenn E. Thomas Dodge Chrysler Jeep	\$25,947.00

WHEREAS, after reviewing the quotes, Department staff recommends purchasing a replacement vehicle from McPeeks Anaheim; and

WHEREAS, the Department’s 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts.

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

Section 1. That the City Manager is hereby authorized to issue a purchase order to McPeeks Anaheim in the amount of Twenty Four Thousand Seven Hundred Twenty Nine Dollars and Ninety-Four Cents (\$24,729.94) for the purchase of a 2014 Dodge Police Charger.

Section 2. That the Fire Departments 2018-2019 Fiscal Year budget shall be amended to transfer funds between accounts as follows:

<u>From:</u>	<u>Description</u>	<u>Amount</u>
6000-720-000-4236	Maintenance & Repair	\$24,729.94
<u>To:</u>	<u>Description</u>	<u>Amount</u>
6000-690-000-4333	Automotive Equipment	\$24,729.94

Section 3. That the funds for this expenditure are available in the Fire Department’s 2018-2019 Fiscal Year Budget in Account No. 6000-690-0000-4333.

Section 4. That a copy of this Resolution shall be forwarded and filed in the offices of the City Manager, City Controller and Fire Department.

Resolution No. _____
Page 2

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

ADOPTED this _____ day of _____, 2018.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

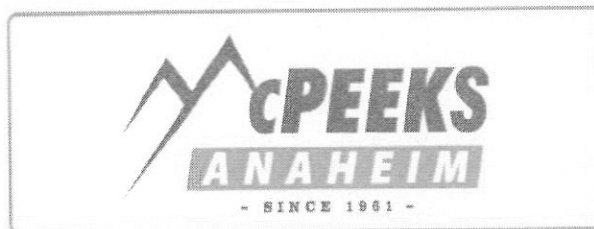
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2018.

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

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

CITY CLERK OF THE CITY OF COMPTON



CHRYSLER DODGE Jeep RAM

QUOTATION
CITY OF COMPTON
7/18/2018

2014 DODGE POLICE CHARGER RWD

29A CUSTOMER PKG

5.7L V8

5 – SPEED AUTO W55A580 TRANSMISSION

HD CLOTH BUCKET & REAR BENCH SEAT

LSA SECURITY ALARM

AAJ CONNECTIVITY GROUP

XAA PARKSENSE REAR PARK ASSIST SYSTEM

AHM CONVENIENCE GROUP 1

GXQ ADDITIONAL NON-KEY ALIKE FOBS

AWC FLEET SAFETY GROUP

AEB STREET APPEARANCE GROUP

PITCH PLACK PAINT

ALL STANDARD EQUIPMENT

SELLING PRICE	\$22,525.00
LA COUNTY SALES TAX @ 9.75 %	2,196.19
CA TIRE FEE	8.75

TOTAL	\$24,729.94
--------------	--------------------

TERMS: NET 30 DAYS

STANDARD MANUFACTURERS WARRANTY

36 MO / 36,000 MILE BASIC WARRANTY

60 MO / 100,000 POWER TRAIN WARRANTY

30 DAYS ARO

1221 S. Auto Center Dr. - Anaheim, CA 92806

Phone: 1 (714) 635-2340 Fax: 1 (714) 533-1553

#2. 2014 Dodge Charger Police RWD - \$22,900

[Home \(/\)](#) / [Used Cars \(/Cars/forsale\)](#) / [Dodge Charger \(/Cars/I-Used-Dodge-Charger-d733\)](#) / [2014 \(/Cars/I-Used-2014-Dodge-Charger-c24089\)](#)
/ [Los Angeles, CA \(/Cars/I-Used-2014-Dodge-Charger-Los-Angeles-c24089_L2163\)](#)

	Featured	Featured	Featured	
()				()
All results	\$18,500	\$16,999	\$14,730	\$23,999

2014 Dodge Charger Police RWD - \$22,900

Huntington Beach, CA · 22 miles away

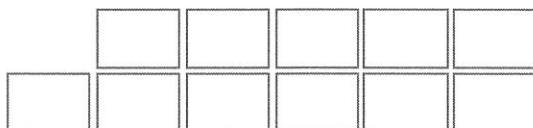
Saved
♥

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(/Cars/inventorylisting/viewPrintableDeal.action?
inventoryListing=218432021&distance=&zip=90059&searchZip=90059)

Email
✉



Negotiation

12 days on CarGurus
♥ 1 save

Price History
Price dropped by \$350

ORIGINAL	LOW	HIGH	CURRENT
\$23,250	\$22,750	\$23,250	\$22,900

Show Price History

Price History comprises prices posted on CarGurus for this vehicle on the dates indicated.
Price may exclude certain taxes, fees, and/or charges. See seller for details.

Vehicle History

✓ Title Check
No issues reported

✓ Accident Check
No issues reported

Save 20% on the full AutoCheck Vehicle History Report
(<https://www.cargurus.com/Cars/experian/buyAutoCheckReport.action?inventoryListingId=218432021&placement=Detail>)

Vehicle history data provided by Experian AutoCheck on Sep 12, 2018. This data, and any reliance on it, is subject to the AutoCheck Terms and Conditions and the Terms of Use.

High Price

Above market \$2,010 Dealer Rating ★★★★★ Est. Payment* \$422
[Read 17 reviews](#) [Payment Calculator](#)

Contact Dealer

Hi, my name is and

I'm interested in this

Dodge Charger. I'm in the area. You can

reach me by email at

Thank you! ([add comments](#))

☐ Email me price drops and new listings for my search
[Privacy Policy \(/Cars/privacyPolicy.html\)](#)

Last contacted on 9/24/18

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with no impact to your
credit score.

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Featured Listing



2014 Dodge Charger SE RWD — \$12,200

Cal Auto Net

Fair Deal You save \$824

Dealer rating: ★★★★★

Listing Summary

Dealer's Price: \$22,900
Location: Huntington Beach, CA · 22 miles away
Mileage: 219 miles
Transmission: Automatic
Exterior Color: Black
Interior Color: Black
Gas Mileage: 15 MPG City
 25 MPG Highway
Engine: V8
Drivetrain: Rear-Wheel Drive
VIN: 2C3CDXAT7EH367228
Stock #: 67228

Dealer's Description

2014 Dodge Charger Police Interceptor Never put into Service California CAR ONLY 219 ORIGINAL MILES!! NO Accidents. Like NEW! The Charger oozes style. From the scalloped hood to the strong character lines to the scowling front end the Charger is a vehicular caricature of motoring confidence. Many automakers have bold wild styling that feels disjointed like the Hyundai Sonata or Toyota Camry. When the bold strokes do not connect well the car feels anonymous which those cars are compared to the Charger in a parking lot. The aggressive look of it's V8-powered R/T trim. Very Special. Visit SoCal Motors online at socalmotorshb.com to see more pictures of this vehicle or call us at 714-400-2886 today to schedule your test drive.

Per dealer 10% Sales tax

Car \$22,900.00
 Sales Tax > \$2,290.00
 \$25,190.00 Total

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Dealer Reviews

[Read 17 reviews](#)

★★★★★ Based on 17 reviews

All reviewers have been verified to have contacted this dealer – [Learn More \(/Cars/AboutDealerReviews.html\)](#)



0 ♥

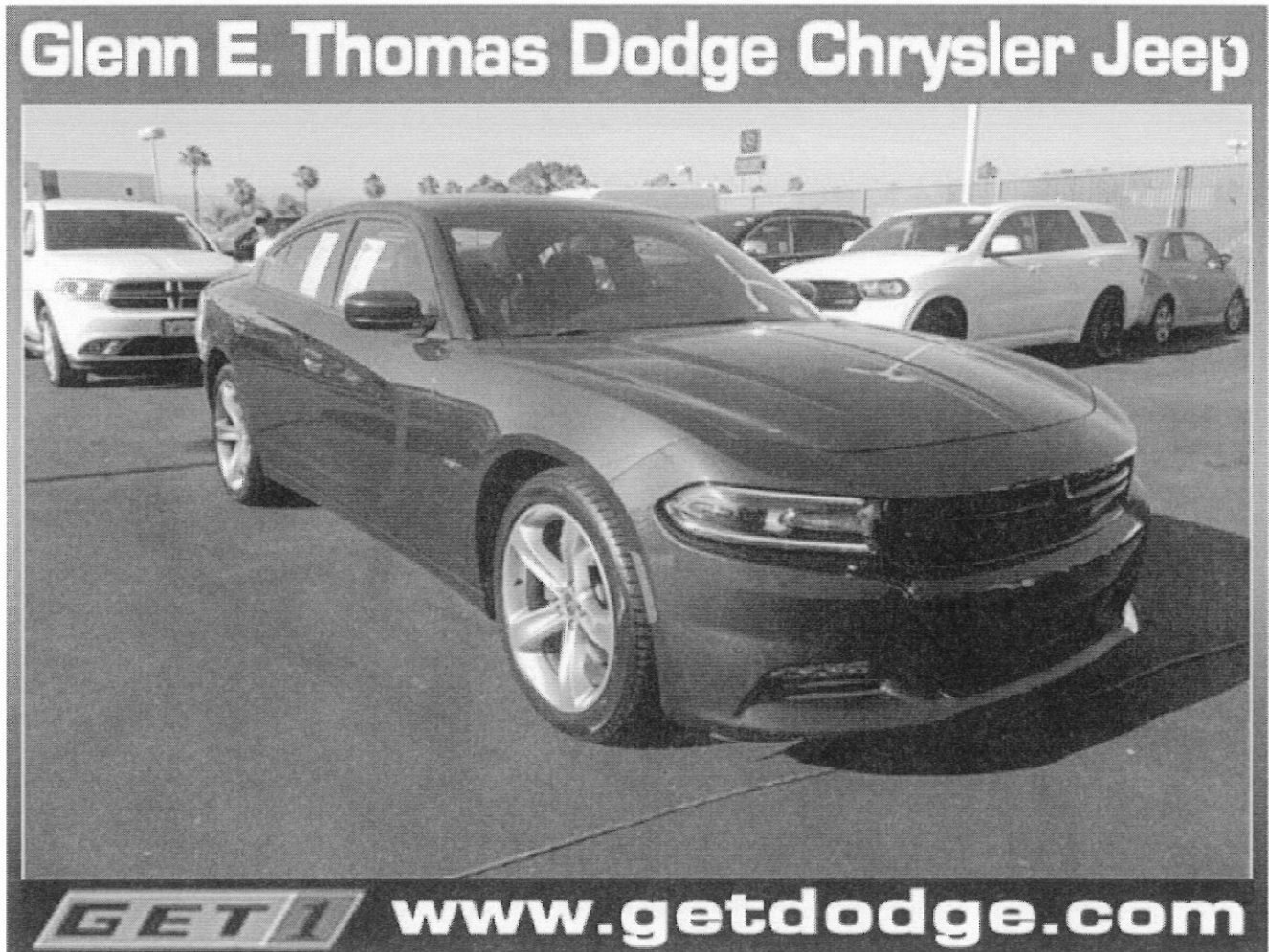
Advertisement

< Back to results

Used 2018 Dodge Charger R/T **REDUCED PRICE**



Save



1/38 📷 1 📺

Additional Vehicle Details

STOCK NUMBER **U07013** VIN **2C3CDXCTXJH122706**

> Vehicle Features

▼ Seller Comments

This 2018 Dodge Charger R/T has the 5.7L HEMI V8 engine paired with an 8 speed automatic transmission! It is very well equipped with navigation, bluetooth, backup camera, heated seats, leather, dual power seats, premium group and lots more!! Certified Pre-Owned! Call us at (562) 426-5111 to schedule a test drive!!

Boasts 25 Highway MPG and 16 City MPG! Carfax One-Owner Vehicle. This Dodge Charger boasts a Regular Unleaded V-8 5.7 L/345 engine powering this Automatic transmission. WHEELS: 20" X 8.0" PREMIUM PAINTED ALUMINUM (STD), TRANSMISSION: 8-SPEED AUTOMATIC (8HP70) (STD), TIRES: P245/45R20 BSW AS PERFORMANCE (STD).

*This Dodge Charger Features the Following Options *

QUICK ORDER PACKAGE 29N R/T -inc: Engine: 5.7L V8 HEMI MDS VVT, Transmission: 8-Speed Automatic (8HP70), Trailer Sway Damping, R/T Badge , MAXIMUM STEEL METALLIC CLEARCOAT, MANUFACTURER'S STATEMENT OF ORIGIN, ENGINE: 5.7L V8 HEMI MDS VVT (STD), COMPACT SPARE TIRE, BLACK, CLOTH SPORT SEAT, Window Grid Antenna, Voice Recorder, Vinyl Door Trim Insert, Valet Function.

*Stop By Today *

Stop by Glenn E Thomas Dodge Chrysler Jeep located at 2100 E Spring St, Signal Hill, CA 90755 for a quick visit and a great vehicle!

Certified Five Star dealership with a huge inventory of high quality new and pre-owned vehicles. We have been family owned and operated since 1909, come and join our family!

Safety Recall Information

Some vehicles may be subject to manufacturer safety recalls. See if there are any open safety recalls for this vehicle. This does not include non-safety recalls. Recently announced safety recalls may not yet be posted and there may be a delay between the time a repair is made and before it is reported or posted to the website. Before purchasing, be sure to ask the dealer for an up-to-date status on any recalls.

[Check Safety Recall Status](#) 

Pricing Details

Price Breakdown

Some manufacturers and dealers offer rebates and discounts. Contact the dealer for further pricing details.

Dealer Asking Price

\$25,947

Kelley Blue Book® Fair Market Range

Autotrader is displaying the Kelley Blue Book® Price Advisor to help shoppers better understand vehicle pricing.



Start My Offer

Accelerate lets you begin your vehicle purchase online, saving you time in the dealership.

Accelerate
BUY FASTER

Finance

\$367 per month

[Detailed Summary](#)

Original Warranty

Basic	3 Years/36,000 Miles
Drivetrain	5 Years/60,000 Miles
Corrosion	5 Years/Unlimited Miles
Roadside Assistance	5 Years/60,000 Miles

Glenn E. Thomas Dodge Chrysler Jeep

 [Email Dealer](#)

 [Call Dealer](#)

[Dealer Website](#) 

ADDRESS

2100 E Spring St
Signal Hill, CA 90755
[Get Directions](#) 

PHONE

1 (866) 225-3186

HOURS OF OPERATION

Monday	7:00am - 9:00pm
Tuesday	7:00am - 9:00pm
Wednesday	7:00am - 9:00pm
Thursday	7:00am - 9:00pm
Friday	7:00am - 9:00pm
Saturday	8:00am - 9:00pm
Sunday	10:00am - 8:00pm

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Rental Cars
Parts & Accessories
Courtesy Shuttle
Internet Access
Handicapped Accessible
Comfortable Waiting Area
Children's Play Area
Spanish
Bad Credit
No Credit
Commercial/Fleet
Hybrid
Diesel

Email Seller

Message

Hi, I'm interested in your Used 2018 Dodge Charger R/T listed on Autotrader for \$25,947. I'd like to get more information about this vehicle and confirm its availability.

First Name

Last Name

Email

Phone (Optional)

Send

By using this service, you accept the terms of our Visitor Agreement

☒ Yes, I would like to receive updates, promotions, and discounts from Autotrader and their affiliates.

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RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO MCPEEKS ANAHEIM FOR THE PURCHASE OF A 2014 DODGE POLICE CHARGER FOR THE COMPTON FIRE DEPARTMENT (\$24,729.94)

Ronerick Simpson
DEPARTMENT MANAGER’S SIGNATURE

9/25/2018 3:53:19 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/26/2018 1:29:35 PM
DATE

Rafaela King
CITY CONTROLLER

9/25/2018 6:42:08 PM
DATE

Cecil Rhambo
CITY MANAGER

9/25/2018 6:32:06 PM
DATE

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

October 2, 2018

TO: MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH AND ISSUE A PURCHASE ORDER FOR
NATIONWIDE LIFTS TO REPLACE THE HANDICAP LIFT AT CITY
HALL (\$19,360)**

SUMMARY

Adoption of this resolution will authorize the City Manager to accept the bid of, enter into a service agreement with, issue a purchase order in the amount of Seventeen Thousand Six Hundred Dollars (\$17,600.00) for Nationwide Lifts, and authorize a ten percent (10%) contingency amount for the replacement of the handicap lift at Compton City Hall.

BACKGROUND

The Department of Justice (“DOJ”) published the Americans with Disabilities Act (“ADA”) for accessible design in 2010. The ADA standards apply to commercial and public entities that have “places of public accommodation.” Access to civic life by people with disabilities is a fundamental goal of ADA and the City is required to have physical access to City facilities for all people.

The wheelchair lift at City Hall was installed in 1998 and has now run its useful life cycle. Due to its age, it is constantly breaking down and replacement parts are becoming harder to find. In order to keep our facility ADA compliant and handicap-friendly, it is crucial we replace the handicap lift.

STATEMENT OF ISSUE

Staff solicited bids for the subject project. The following bids were received:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Nationwide Lifts	\$17,600.00
RF Erection	\$27,490.00
Excelsior Elevator	\$37,529.00

**Staff Report – Resolution Authorizing Contract
Nationwide Lifts / Installation of Handicap Lift
Compton City Hall
October 2, 2018, page 2**

Staff has reviewed the bids and has determined that Nationwide Lifts is the lowest responsible bidder in the amount of \$17,600.00, and recommends that the Council authorize a contract with this vendor. Staff is also recommending that a ten percent (10%) contingency amount (\$1,760.00) be authorized in case of unforeseen complications.

Staff believes that the construction work for this project can be completed within approximately thirty (30) business days in a satisfactory manner for the amount proposed.

FISCAL IMPACT

Funds for this expenditure are available in the 2018-2019 Fiscal Year budget of the General Services Department in Account No. 1004-610-000-4269.

RECOMMENDATION

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

**VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH
AND ISSUE A PURCHASE ORDER FOR NATIONWIDE LIFTS TO REPLACE
THE HANDICAP LIFT AT CITY HALL (\$19,360)

WHEREAS, the Department of Justice published the Americans with Disabilities Act (“ADA”) for accessible design in 2010; and

WHEREAS, the ADA standards apply to commercial and public entities that have “places of public accommodation.” Access to civic life by people with disabilities is a fundamental goal of ADA and the City is required to have physical access to City facilities for all people; and

WHEREAS, the wheelchair lift at City Hall was installed in 1998 and has now run its useful life cycle; thus, due to its age, it is constantly breaking down and replacement parts are becoming harder to find, and in order to keep our facility ADA compliant and handicap-friendly, it is crucial we replace the handicap lift; and

WHEREAS, recently the General Services Department solicited quotes from wheelchair lifts vendors, with the following bids, inclusive of labor and material, received:

<u>Companies</u>	<u>Bid Amount</u>
Nationwide Lifts	\$17,600.00
RF Erection	\$27,490.00
Excelsior Elevator	\$37,529.00

WHEREAS, staff reviewed the submitted bids and after review, selected the bid of Nationwide Lifts as the lowest, most responsive bidder and therefore, recommends that the City Council authorize a contract with Nationwide Lifts in the amount of \$17,600.00, in addition to a ten percent (10%) contingency amount for the replacement of handicap lift at Compton City Hall; and

WHEREAS, funds for this expenditure are available in the General Services Department’s 2018-2019 Fiscal Year budget.

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

Section 1. That the bid of Nationwide Lifts in the amount of Seventeen Thousand Six Hundred Dollars (\$17,600.00) for the replacement of handicap lift at Compton City Hall is hereby accepted and all other bids are rejected.

Section 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a service contract with Nationwide Lifts for the replacement of handicap lift at Compton City Hall.

Section 3. That a ten percent (10%) contingency amount (i.e. \$1,760.00) is hereby authorized.

Section 4. That funds in the amount of \$19,360.00 (i.e. \$17,600.00 plus contingency) are available in the 2018-2019 Fiscal Year budget of the General Services Department in Account No. 1004-610-000-4269.

Section 5. That a purchase order in the amount of \$17,600.00 is authorized to be issued for Nationwide Lifts.
Resolution No. _____
Page 2

Section 6. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, City Controller and General Services Department.

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

ADOPTED this ____ day of _____, 2018.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this ____ day of _____, 2018.

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

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

CITY CLERK OF THE CITY OF COMPTON



Quoted by Barry Singer

Tel: 818-359-7863

Fax: 877-825-6001

barry@nwlifts.com

Bill To: City of Compton

Attn: Mario Hernandez

(310) 605-5519

mhernandez@comptoncity.org

Quote

BS081518-1A

Date

8/15/2018

Ship To: City Hall

205 S Willowbrook Ave

Compton, CA 90220

Product Name	Description	Qty	Each	Total
Savaria Multilift	Commerical Wheelchair Lift, 750lb capacity For outside use 2 stops with opposite exits 36" x 54" platform Size Pit or floor mount with auto ramp 60" max travel height Unenclosed lift 42" high Platform gate travels with cab 42" high Top Landing gate All gates manual operation Keyless call/send stations Battery backup per state code included Beige Powder coating paint (note 1) Includes taxes, freight, and installation (note 2)	1	\$14,450	\$14,450
Electrical	Furnish and install new electrical disconnect	1	\$350	\$350
Demo	Demo and disposal of old lift (note 3)	1	\$1,600	\$1,600
Permits	State Elevator Inspection & permits	1	\$1,200	\$1,200

Schedule Weeks (estimated)

Drawings : 1
Production : 4
Delivery : 1 to 2
Installation : 1
Inspection: 1

Total	\$17,600
--------------	-----------------

1st Payment	\$8,800
2nd Payment	\$7,040
Final Payment	\$1,760

This quote is valid for 30 days

Payment terms:

1st payment - 50% due at contract

2nd payment - 40% due at equipment delivery

Balance - 10% due at finish

Notes:

- Optional colors available at additional cost
- Must have access to bring lift into install location, comes preassembled.

#3.

3. After demo customer is responsible for any site preparation work e.g. concrete & framing

Acceptance of Proposal:

This proposal is submitted for acceptance within thirty (30) days of from date executed by us. This proposal, when accepted by the Purchaser and approved by a representative of Nationwide Lifts, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded. No changes in or additions to this contract will be recognized unless made in writing and properly executed by both parties. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will govern in the event of a conflict.

Elevator Preparatory Work:

A Site Preparation Agreement will be provided by Nationwide Lifts. The preparatory work must be completed by the Purchaser prior to installation of the equipment. Failure to complete preparatory work will result in fees as outlined in the Site Preparation Agreement.

Warranty:

Nationwide Lifts warrants the equipment sold by it and all parts thereof to be free from defects in material and workmanship under normal use and service. Its obligation under this warranty shall be limited to repairing any part of said equipment which proves thus defective within the timeframe of the warranty and which its examination shall disclose to its satisfaction to be thus defective. This warranty is in lieu of all other warranties expressed or implied and of all obligations or liabilities on its part. It neither assumes nor authorizes any person to assume for it any other obligation of liability in connection with the sale of said equipment or any part thereof. This warranty shall not apply to any part, which has been subject to any accident, alteration, abuse or misuse.

The labor warranty period is 12 months, beginning upon completion of the installation. Warranty calls are to be performed during regular working hours of regular working days unless required by an emergency condition, at the discretion of Nationwide Lifts.

The equipment warranty period is identified on the 1st page of this document. The equipment warranty begins when the equipment ships from the factory. The equipment warranty is governed by the manufacturer.

Like any piece of mechanical machinery, this equipment should be periodically inspected, lubricated and adjusted by competent personnel. This warranty is not intended to supplant such normal maintenance service.

Terms and Conditions:

If the Purchaser does not take delivery of material within 30 days of manufacturing completion, Nationwide Lifts will store the equipment at the Purchaser's cost. The Purchaser is to pay insurance and storage charges not to exceed \$75 per week. Once Nationwide Lifts receives delivery of the equipment from the factory, the progress payment 'Due upon delivery' is due immediately. This progress payment is due regardless if the unit is placed into storage.

All sales are final. The equipment is custom ordered to Purchaser's requirements. In the event of any default by Purchaser, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due.

The machinery, implements and apparatus hereunder remain personal property of Nationwide Lifts. Therefore, Nationwide Lifts retains title thereto until final payment is made, with right to retake possession of them, or any part thereof, at the cost of the Purchaser if default is made in any of the payments irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

~~Nationwide Lifts shall not be held responsible nor shall it be liable under the terms of this agreement and Purchaser expressly releases, discharges, indemnifies and acquits Nationwide Lifts for any and all claims for loss, damage, delay, detention, death or injury of any nature whatsoever.~~

Nothing in this contract shall be construed to mean that Nationwide Lifts assumes any liability on account of accidents to persons or property except those directly due to the negligent act of its

workmen.

Nationwide Lifts shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, thefts, riots, floods, civil commotion, war, malicious mischief, acts of God or any cause beyond its control, and in no event shall Nationwide Lifts be liable for any damages, nor any consequential, special or contingent damages.

This order, together with its terms and conditions as outlined herein are hereby expressly made a part of this order, when signed and accepted by the Purchaser and a representative of Nationwide Lifts shall constitute exclusively the contract between the parties and all prior representations or agreements whether written or verbal not incorporated herein, are superseded.

This proposal and agreement is hereby accepted:

Purchaser: **City Of Compton**
Department of General Services, Facilities Maintenance Supervisor
205 S. Willowbrook ave Compton CA. 90220

PRINTED: _____

SIGNATURE: _____

DATE: _____

Supplier:
Nationwide Lifts (License no. C11-831403)
10 Holden Ave, Suite B
Queensbury, NY 12804

PRINTED: _____

SIGNATURE: _____

DATE: _____

#3.



1961 Blair Avenue
Santa Ana, CA 92705
(949) 757- 1688 Fax (949) 757-1689
E-mail: info@excelsiorelevator.com

February 13, 2018

Nebraska Jones
City of Compton
205 South Willowbrook Ave
Compton, CA 90220

SERVICE REPAIR PROPOSAL

PROPOSAL NUMBER: 218RP23-08-21418

Phone Number: 310-605-6302

PROJECT LOCATION: City of Compton

NUMBER OF UNITS: One (1)

SCOPE OF WORK:

We will provide labor and material to furnish and install on the above referenced unit(s) the following:

Provide labor and material to install a New wheelchair lift (Ameriglide Hercules 750)

Not to exceed 24 Hours

Payment Terms: 30 Days Net

PRICE: \$37,529.00 Total Project

Thirty-Seven Thousand Five Hundred Twenty-Nine and 00/100 Dollars

The extent of the work to be performed is either described above or in the attached specification, which is incorporated into and made a part of this document.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Submitted by: _____

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: ☒ _____

Print Name: _____

Title: _____

EXCELSIOR ELEVATOR CORPORATION

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

TERMS AND CONDITIONS

1. The work shall be performed for the sum stated on front and all sales or use taxes imposed.
2. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us in connection with the performance of the work described.
3. This quotation is subject to change or withdrawal by us prior to acceptance.
4. We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property.
5. We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.
6. You shall obtain title to all the equipment furnished hereunder when final payment for such material is received by us. In addition, you shall be granted a license to use any software incorporated into any such equipment solely for operating such equipment.
7. Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.
8. Payments shall be made as follows: Payment shall be submitted in a check or credit card form immediately upon completion of the work (COD).
9. Any material removed by us in the performance of the work shall become our property.
10. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.
11. We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
12. Except insofar as your equipment may be covered by an Excelsior Elevator Corporation maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
13. Neither you nor we shall be liable to the other party hereto for any loss, damage or delay due to any cause beyond your or our reasonable control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or act of God; provided, however, that, should loss of or damage to our material or work occur at the site, you shall compensate us therefore, unless such loss or damage results from our acts or omissions.
14. We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.
15. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent non-infringing equipment, (iii) modify the equipment so it becomes non-infringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.
16. **THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.**
17. Under no circumstances shall we be liable for any special, indirect or consequential damages of any kind including, but not limited to, loss of profit, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, in tort (including negligence), in warranty or otherwise.
18. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
19. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
20. By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.
21. Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.
22. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.

#3.

R. F. ERECTION COMPANY
CALIFORNIA C-11 CONVEYANCE SYSTEMS LICENSE #463888

4650 Arrow Hwy #C-6, Montclair, CA 91763

PHONE: (800) 700-0575 / FAX: (909) 625-2294

SUBMITTED TO: City of Compton, Gen. Svc.
Attn: Mario Hernandez
205 South Willowbrook Ave
Compton, CA 90220

BID NO: 16-526W-Rev.
DATE: 12-19-2017

JOB SITE: Savaria model V-1504 wheelchair lift for above facility

We propose to furnish all materials and perform all labor necessary to complete the following: To supply and install one unit, lift to be the Savaria, Inc. Model V-1504-60-S Vertical Wheelchair Lift for a maximum 60" rise, with a 36" X 54" clear 750# capacity platform, 1:2 chain hydraulic drive train system with an automatic releveing feature, straight pass thru entry/exit, constant pressure call/send controls at each landing and on the platform, emergency stop and alarm switch on the platform, a 42" high upper landing stationary safety gate, a 42" high platform safety gate that rides on the platform, emergency battery powered electrical back up system with automatic recharging feature, a public building package, all the State required wheelchair lift signage, the manufacturers standard finish color "Almond Beige" on the lift and approval drawings for a quote of **\$27,490.00** tax and shipping included. The State required acceptance inspection and first year operational permit fees are included in this bid. The State required quarterly visit maintenance agreement is included in this bid, (first year only). This bid is based on non-union, non-prevailing wage non-certified payroll labor performed during normal weekday work hours. Any required bonds will be an additional fee.

This quote includes tear out of existing lift and using existing electrical. We will also include proper exterior knife disconnect, as required by code. Short ramp will be added at bottom landing, to make pit equal 3" for entrance into lift. This bid also includes side panel to eliminate sheer point at stairs.

This quote is for the unit and items above, setting them into place, plus wiring and making the unit ready for operation.

Allow 1-2 weeks for receipt of shop drawings after order. Allow 4-6 weeks for fabrication and 1 week for shipping after receipt of approved shop drawings. Allow 1-2 week installation time and inspection. (In the summer, State inspections are sometimes not available for 4 weeks out).

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of:
Twenty Seven Thousand Four Hundred Ninety + 00/100 Dollars.....(\$27,490.00),

WITH PAYMENTS TO BE MADE AS FOLLOWS: 30% down upon order, 25% due upon approved plans, 20% due COD upon delivery to job site with the balance to be paid at completion and inspection approvals.

Bid # 16-526W Continued

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for the same, and will become an extra charge over the sum mentioned in the contract. All agreements must be made in writing. \$1,000,000.00 "State Fund" Workman's Compensation and General Public Liability Insurance on above to be taken out by.....R. F. Erection Company.

Note - This proposal is valid for 60 days. By

Barbara Farley
owner - Barbara Farley
(Contact: Walter Farley)

ACCEPTANCE

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date _____

Signature _____

RESOLUTION SIGN-OFF FORM

DEPARTMENT: General Services

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER FOR NATIONWIDE LIFTS TO REPLACE HANDICAP LIFT AT CITY HALL (\$17,600)

Van Wilson
DEPARTMENT MANAGER’S SIGNATURE

9/12/2018 1:46:00 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/20/2018 1:07:33 PM
DATE

Rafaela King
CITY CONTROLLER

9/20/2018 12:33:16 PM
DATE

Laurence Adams
CITY MANAGER

9/17/2018 12:00:03 PM
DATE

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

October 2, 2018

TO: MAYOR AND CITY COUNCIL

**FROM: BRIAN A. DICKINSON, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ENTER
INTO A THREE (3) YEAR SOFTWARE AGREEMENT WITH AND
ESTABLISH A PURCHASE ORDER FOR ENVIRONMENTAL
SYSTEMS RESEARCH INSTITUTE, INC. FOR PROVIDING
ANNUAL GEOGRAPHICAL INFORMATION SYSTEM
SOFTWARE LICENSING AND MAINTENANCE SERVICES
(\$75,000)**

SUMMARY

Adoption of this resolution authorizes the City Manager to enter in a three (3) year Software and Maintenance Agreement with and establish a purchase order in the amount of Twenty Five Thousand Dollars (\$25,000.00) per contract year (i.e. total of \$75,000.00) for Environmental Systems Research Institute, Inc. ("ESRI, Inc.") for providing annual Geographical Information System ("GIS") software licensing and maintenance services to the Compton Municipal Water Department ("Department").

BACKGROUND

Local governments use GIS to improve decision-making, service delivery, simulate and forecast events, and citizen engagement. GIS is comprised of local information; such as, the assets of a city and this is increasingly becoming the tool for determining the level of intelligence of the City. Certain cities will set up GIS by integrating assets that are useful to several departments and agencies, whereas others will reserve GIS to certain areas (infrastructures, transportation, security, public services). GIS can therefore be adapted to the different information needs of the City of Compton. Since most government data is location based, equipping the City with the latest in GIS technology will provide the tools needed to make our community better, allow various City operations to interact and run more smoothly, and citizens have more experiences that are positive.

STATEMENT OF THE ISSUE

The ESRI ArcGIS software was purchased and implemented in 2016 by the City of Compton Water Department, which has been built up and is currently utilized by staff for identification of valve and fire hydrant locations, size and type of material of water main and where water supply and production facilities are located. This is an extension of the initial agreement as a single source proprietary software supplier. Staff recommends that the City Council approve the proposed resolution authorizing the City Manager to enter into a 3-year software licensing and maintenance agreement and issue a

#4.

**Staff Report – Resolution Authorizing 3-Year Agreement
ESRI, Inc./GIS Software License & Maintenance
October 2, 2018, page 2**

purchase order for \$25,000.00 (Twenty Five Thousand Dollars and Zero Cents) for costs for Fiscal Year 2018-2019.

Included in the agreement is a 3-year schedule of annual payments for software license, maintenance and technical support. The payments for each year are as follows:

<u>FISCAL YEAR</u>	<u>AMOUNT</u>
2018-19	\$25,000.00
2019-20	\$25,000.00
2020-21	\$25,000.00

ALTERNATIVE

Due to the high cost of utilizing a different provider, which would require a replacement of the current system, no alternative is proposed.

FISCAL IMPACT

Funds for this expenditure in the first (1st) year of the agreement are allocated in the 2018-19 Fiscal Year budget in Account No 5000-890-000-4222 (Computer Software). Funding for the remaining two (2) years of the contract will be allocated in future City budgets.

RECOMMENDATION

It is staff's recommendation that the City Council approve the attached Resolution.

**BRIAN A. DICKINSON, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR
SOFTWARE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER
FOR ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. FOR
PROVIDING ANNUAL GEOGRAPHICAL INFORMATION SYSTEM
SOFTWARE LICENSING AND MAINTENANCE SERVICES (\$75,000)**

WHEREAS, local governments use Geographical Information Systems (“GIS”) to improve decision making, service delivery, simulate and forecast events, and citizen engagement; and

WHEREAS, the creation of GIS Program that can support the entire City would provide a very valuable in-house system to analyze huge amounts of data and aide in the creation of location-based data and maps; and

WHEREAS, the Compton Municipal Water Department (“Department”) implemented the GIS database in 2016 to solve real problems in real time using location and geography to integrate and analyze all types of data; and

WHEREAS, the Environmental Systems Research Institute, Inc. (“ESRI, Inc.”) ArcGIS software was purchased and implemented in 2016 by the City of Compton Water Department, which has been built up and is currently utilized by staff for identification of valve and fire hydrant locations, size and type of material of water main and where water supply and production facilities are located; and

WHEREAS, staff recommends the City continue to contract with ESRI, Inc. for this needed software and maintenance in that ESRI, Inc.’s system is a proprietary source provider, and changing software vendors and platforms would require data conversion and migration at additional time and great expense; and

WHEREAS, funds for the cost of the licensing and maintenance agreement for Fiscal Year 2018-2019 with ESRI, Inc. in the amount of \$25,000.00 is available in the Water department’s 2018-2019 Fiscal Year Budget. Funding for the additional years of the agreement will be allocated in future City budgets.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a three (3) year software licensing and maintenance agreement with Environmental Systems Research Institute, Inc. for provision of annual Geographical Information Systems (“GIS”), that includes 3-year schedule of payments of \$25,000.00 each for Fiscal Years 2018-19 through 2020-21.

#4.

Resolution No. _____
Page 2

SECTION 2. That funds for the annual payment for Fiscal Year 2018-19 are available in the Water Department's Fiscal Year 2018-2019 budget Account No. 5000-890-000-4222 (Computer Software).

SECTION 3. That a purchase order is hereby authorized to be established in the amount of \$25,000.00 (Twenty-Five Thousand Dollars and Zero Cents) to ESRI, Inc. for the first (1st) contract year.

SECTION 4. That funding for the remaining term of the agreement shall be allocated in future City budgets.

SECTION 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Compton Municipal Water Department.

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

ADOPTED this _____ day of _____, 2018.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

Resolution No. _____

Page 3

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



September 26, 2018

Cecil Rhambo
City of Compton
205 S Willowbrook Ave
Compton, CA 90220-3134

Dear Cecil,

The Esri Small Utility Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

#4.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Utility EA terms and conditions.
- Licenses are valid for the term of the EA.

The terms and conditions in this Small Utility EA offer are for utilities with a total meter/subscriber count which falls under the applicable tier in the Esri EA Small Utility Program. By accepting this offer, you confirm that your organization's meter count falls within this range on the date of signature and that you are therefore eligible for this pricing. If your organization's meter/subscriber count does not fall within this range, please confirm your current meter/subscriber count, and Esri will provide a revised quotation.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL UTILITY EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SU-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com fax
documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Crystal Dorn



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 09/26/2018 To: 12/25/2018*

Quotation # 20537547

Date: September 26, 2018

Customer # 515105 Contract #

City of Compton
Public Works & Municipal Utilities
205 S Willowbrook Ave
Compton, CA 90220-3134

ATTENTION: Cecil Rhambo
PHONE: (310) 605-5555
FAX:

Material	Qty	Description	Unit Price	Total
114761	1	Meter Counts of 10,001 to 50,000 Small Utility Term Enterprise License Agreement - Year 1	25,000.00	25,000.00
114761	1	Meter Counts of 10,001 to 50,000 Small Utility Term Enterprise License Agreement - Year 2	25,000.00	25,000.00
114761	1	Meter Counts of 10,001 to 50,000 Small Utility Term Enterprise License Agreement - Year 3	25,000.00	25,000.00
			Item Total:	75,000.00
			Subtotal:	75,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$75,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Crystal Dorn **Email:** cdorn@esri.com **Phone:** (909) 793-2853 x1027

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/legla/supplemental-terms-and-conditions> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

If sending remittance, please address to: Esri. P.O. Box 741076, Los Angeles, CA 90074-1076



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.

Quote is valid from: 09/26/2018 To: 12/25/2018

Quotation # 20537547

Date: September 26, 2018

Customer # 515105 Contract #

City of Compton
Public Works & Municipal Utilities
205 S Willowbrook Ave
Compton, CA 90220-3134

ATTENTION: Cecil Rhambo
PHONE: (310) 605-5555
FAX:

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ _____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Crystal Dorn

Email: cdorn@esri.com

Phone: (909) 793-2853 x1027

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/legla/supplemental-terms-and-conditions> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

If sending remittance, please address to: Esri. P.O. Box 741076, Los Angeles, CA 90074-1076

Esri Use Only:

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____

**esri**THE
SCIENCE
OF
WHERE™

#4.

**SMALL ENTERPRISE AGREEMENT
SMALL UTILITY
(E215-2)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced

ArcGIS Desktop Standard

ArcGIS Desktop Basic

ArcGIS Desktop Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical

Analyst, ArcGIS Publisher, ArcGIS Network

Analyst, ArcGIS Schematics, ArcGIS Workflow

Manager, ArcGIS Data Reviewer

Enterprise Software and ExtensionsArcGIS Enterprise and Workgroup
(Advanced and Standard)

ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical

Analyst, ArcGIS Network Analyst, ArcGIS

Schematics, ArcGIS Workflow Manager

Enterprise Optional Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine

ArcGIS Engine Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase

Update, ArcGIS Network Analyst, ArcGIS Schematics

ArcGIS Runtime (Standard)

ArcGIS Runtime Analysis Extension

Limited QuantitiesOne (1) Professional subscription to ArcGIS
Developer*Two (2) Esri CityEngine Advanced Single Use
Licenses

50 Level 1 ArcGIS Online Named Users

50 Level 2 ArcGIS Online Named Users

10,000 ArcGIS Online Service Credits

50 Level 2 ArcGIS Enterprise Named Users

2 Insights for ArcGIS for use with ArcGIS Enterprise

OTHER BENEFITS

Number of Esri User Conference Registrations provided annually	2
Number of Tier 1 Help Desk Individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

*Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

#4.

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

#4.

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering

Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

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- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
Telephone: 909-793-2853, Ext. 1-1990
Email: jricks@esri.com

DATE: September 26, 2018

TO: To Whom It May Concern

FROM: Jackie Ricks, Esri Contracts and Legal Services

RE: Esri Sole Source Justification for Small Utility Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Utility Enterprise Agreements (EA). The Small Utility EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri[®] software.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.

Sincerely,



Jackie Ricks
Contract Coordinator



Contracts & Legal Services Dept.
380 New York Street
Redlands, CA 92373
Voice 909.793.2853 Ext. 1-1990
jricks@esri.com

October 2, 2018

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE ESTABLISHMENT OF PURCHASE ORDERS FOR
DION AND SONS, JANKOVICH, VOYAGER AND WOOD OIL FOR THE
PROVISION OF GASOLINE AND DIESEL FUEL FOR THE CITY'S
FLEET AND EQUIPMENT (\$250,000)**

SUMMARY

Adoption of this resolution will authorize the City Manager to establish purchase orders for Dion and Sons in the amount of \$15,000.00, Jankovich in the amount of \$200,000.00, Voyager in the amount of \$20,000.00, and Wood Oil in the amount of \$15,000.00 for the provision of gasoline, lube and diesel fuel for the City's fleet and equipment during Fiscal Year 2018-2019 (i.e. July 1, 2018 through June 30, 2019).

BACKGROUND

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

The price of fuel has been volatile. Requesting firm prices from a sole vendor for an entire year can hinder the City's ability to purchase fuel at the lowest price. Instead, staff is recommending and requesting the authority to shop for the lowest fuel prices per gallon among four (4) fuel providers; specifically, Dion and Sons, Jankovich, Voyager, and Wood Oil, each of which have provided satisfactory fuel service to the City in the past.

STATEMENT OF THE ISSUE

Staff is requesting the ability to purchase fuel during Fiscal Year 2018-2019 (i.e. July 1, 2018 through June 30, 2019), in the total amount of \$250,000.00 for the purpose of fuel for the City's fleet and equipment. The funding will be allocated as follows:

Dion and Sons	\$ 15,000.00
Jankovich	\$ 200,000.00
Wood Oil	\$ 15,000.00
Voyager (Diesel)	\$ 20,000.00
Total:	\$ 250,000.00

#5.

Staff Report – Resolution Authorizing P.O.s
Dion and Sons, Jankovich, Voyager, Wood Oil
Provision of Fuel & Equipment
October 2, 2018, page 2

FINANCIAL IMPACT

Funds in the amount of \$250,000.00 are available in the Public Works Department 2018-2019 Fiscal Year budget in Account No. 6000-720-000-4228.

RECOMMENDATION

Staff recommends that the attached Resolution be adopted by the City Council.

**WENDELL E. JOHNSON, P. E., DIRECTOR
PUBLIC WORKS DEPARTMENT**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE ESTABLISHMENT OF PURCHASE ORDERS FOR DION
AND SONS, JANKOVICH, VOYAGER AND WOOD OIL FOR THE PROVISION
OF GASOLINE AND DIESEL FUEL FOR THE CITY’S FLEET AND
EQUIPMENT (\$250,000)**

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

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

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

WHEREAS, instead, staff is recommending and requesting the authority to shop for the lowest fuel prices per gallon among four (4) fuel providers; specifically, Dion and Sons, Jankovich, Voyager, and Wood Oil, each of which have provided satisfactory fuel service to the City in the past; and

WHEREAS, funds for this expenditure are available in the Public Works Department 2018-2019 Fiscal Year budget in Account No. 6000-720-000-4228.

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

SECTION 1. That the City Manager is hereby authorized to establish purchase orders for Dion and Sons in the amount of \$15,000.00, Jankovich in the amount of \$200,000.00, Voyager in the amount of \$20,000.00, and Wood Oil in the amount of \$15,000.00 for the provision of gasoline, lube and diesel fuel for the City’s fleet and equipment during Fiscal Year 2018-2019 (i.e. July 1, 2018 through June 30, 2019).

SECTION 2. Funds in the amount of \$250,000 are available in the Public Works 2018-2019 Fiscal Year budget in Account No. 6000-720-000-4228.

SECTION 3. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and the 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

Resolution No. _____
Page 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, 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 MEMBER-
NOES:	COUNCIL MEMBER-
ABSENT:	COUNCIL MEMBER-
ABSTAIN:	COUNCIL MEMBER-

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF PURCHASE ORDERS TO DION AND SONS, JANKOVICH, VOYAGER AND WOOD OIL FOR THE PROVISION OF GASOLINE AND DIESEL FUEL FOR THE CITY’S FLEET AND EQUIPMENT (\$250,000)

Wendell Johnson
DEPARTMENT MANAGER’S SIGNATURE

9/6/2018 6:09:46 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/17/2018 10:35:22 AM
DATE

Rafaela King
CITY CONTROLLER

9/13/2018 6:37:25 PM
DATE

Laurence Adams
CITY MANAGER

9/6/2018 7:03:16 PM
DATE

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

