Members of the public may address the City Council on any item shown on the agenda or matter of the Council's authority after completion of "Request to Address the Council Form" available in the lobby of the Council Chambers or in the City Clerk's office. This form must be completed 15 minutes prior to the scheduled meeting time. Pursuant to Section 54957.5 of the California Government Code, Any writings (Except for those writings which are exempt from disclosure) which are distributed to all or a majority of the members of the City Council are available for public inspection in the lobby of the City Council Chambers and in the office of the City Clerk during regular business hours.

COMPTON CITY COUNCIL
AGENDA
12/18/2018
5:30 PM

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

APPROVAL OF MINUTES

1. NOVEMBER 27, 2018
   DECEMBER 4, 2018

CITY MANAGER/CITY ATTORNEY/CITY CONTROLLER/CITY TREASURER REPORTS

2. Warrant Report for November 2018 (Receive and File)

3. ACTION ITEM: REQUEST TO APPROVE EMERGENCY PURCHASE ORDER TO BLUE DIAMOND MATERIALS

4. ACTION ITEM: REQUEST TO APPROVE EMERGENCY PURCHASE ORDER TO CEMEX

5. TRAVEL REQUEST - INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS - 2019 ANNUAL CONFERENCE (May 19-22, 2019) - Birmingham, Alabama (Action Item)

CITY ATTORNEY

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY ATTORNEY TO EXECUTE AN AGREEMENT WITH THE NATIONAL INSURANCE CRIME BUREAU FOR ACCESS TO THE ISO CLAIMSEARCH DATABASE

CITY FIRE DEPARTMENT

7. 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 FOR TIRE REPAIR/REPLACEMENT AND ALIGNMENT SERVICES WITH PARKHOUSE TIRE SERVICE INC FOR COMPTON FIRE DEPARTMENT APPARATUS ($20,000)

CITY MANAGER

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS FOR PAYMENT OF CITY MEMBERSHIP DUES TO LEAGUE OF CALIFORNIA CITIES, SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENT, U.S. CONFERENCE OF MAYORS, CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY AND GATEWAY CITIES ($103,723)

HUMAN RESOURCES

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS AND ESTABLISHING A SALARY RANGE FOR THE POSITION OF GRANTS COMPLIANCE MANAGER

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATIONS FOR THE POSITION OF FIRE ENGINEER

WATER DEPARTMENT

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO JA SALAZAR CONSTRUCTION & SUPPLY CORP., FOR THE ABANDONMENT OF A SECTION OF AN EXISTING WATER MAIN AND INSTALLATION OF A NEW WATER MAIN ($66,202.50)

REGULAR AGENDA

CITY MANAGER'S REPORT

12. REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS - LEAGUE OF CALIFORNIA CITIES

13. REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS – INDEPENDENT CITIES ASSOCIATION

NEW BUSINESS

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH LEASE AGREEMENT WITH ANGELS FOR SIGHT SERVICES FOR CITY-OWNED PROPERTY LOCATED AT 920 NORTH ALAMEDA STREET

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH LEASE AGREEMENT WITH RESTORATION DIVERSION SERVICES FOR CITY-OWNED PROPERTY LOCATED AT 208 NORTH LONG BEACH BOULEVARD.

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH LEASE AGREEMENT WITH THE COMPTON CHAMBER OF COMMERCE FOR AN OFFICE LOCATED AT THE CAREERLINK FACILITY

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH LEASE AGREEMENT WITH SYLVIA NUNN ANGELS FOR LEASE OF CITY-OWNED PROPERTY LOCATED AT 200 NORTH LONG BEACH BOULEVARD

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE RENEWAL OF THE CONTRACTUAL AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. AND COMPTON UNIFIED SCHOOL DISTRICT REGARDING THE PROVISION OF CROSSING GUARD SERVICES AND THE ESTABLISHMENT OF A PURCHASE ORDER FOR FISCAL YEAR 2018-2019 ($367,279.38).

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE SUCCESSOR AGENCY, COMMUNITY DEVELOPMENT DIVISION, AND GRANTS DIVISION 2018-2019 FISCAL YEAR BUDGETS

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR (60 MONTHS) AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO BIGBELLY FOR THE RENTAL AND SERVICING OF FIVE (5) DOUBLE KIOSK (BIGBELLY AND SMARTBELLY) STATIONS ($59,566.10)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 12/26/2018 @ 5:30 PM.

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

NOVEMBER 27, 2018

The Compton City Council Closed Session meeting was called to order at 4:38 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 Janna Zurita.

ROLL CALL

Council Members Present – McCoy, Sharif, Zurita
Council Members Absent – Galvan, Brown

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

AUDIENCE COMMENTS ON AGENDA ITEMS ONLY

There were no audience comments.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Two (2) Potential Cases -- Pursuant to California Government Code Section 54956.9(b)

On motion by McCoy, seconded by Sharif, the closed session was approved 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 Sharif, seconded by McCoy, the Council recessed to closed session at 4:39 p.m. by the following vote on roll call:

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

RECONVENE TO OPEN SESSION

On motion by McCoy, seconded Sharif, by the meeting was reconvened at 5:44 p.m. by the following vote on roll call:

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

REPORT OUT OF CLOSED SESSION:

City Attorney Craig Cornwell reported that the entire Council was present for the closed session, with the exception of Mayor Brown and Councilman Galvan, and further indicated that there was no reportable action taken during the closed session.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Otis Cavers, Compton resident, author and writer, addressed the City regarding positively promoting and improving the image of the City of Compton. Mr. Cavers then stated that he operates a program called 'Uniquely Compton' which is similar to the television show 'California Gold' and will highlight the hidden treasures and uniqueness of the City of Compton. Mr. Cavers further requested a meeting with Staff to allow him to broadcast his program on the city's public access channel.

Bishop L. J. Guillory, addressed the Council and stated that he is proud to have Dr. Allen of 'Dusk to Dawn' Clinic at the meeting and further commended him as well as Mayor Pro Tem Zurita for the *Walk for a Cure.* Mr. Guillory further expressed his excitement for a prostate cancer awareness walk for a cure, and urged the Council to continue to support educational and positive endeavors.

David Irons, Compton resident, addressed the Council and noted that there is difficulty with the audio for the City Council meetings, and suggested that the Council place 'closed captioning' underneath the televised Council meetings. Mr. Irons addressed the issue of the recent fires and urged everyone to write a letter to the Governor and demand that wooden houses not be allowed in the state, and urged future builders to use brick and concrete for homes.

Marjorie Shipp, Compton resident, spoke before the City Council and addressed her concerns regarding Measure "P" funds, indicating that she is eager to receive a report relative to the funds. Ms. Shipp also requested to know how the funds are being utilized, as many streets have completely deteriorated and almost undriveable.

Charles Capers and **Bert Johnson**, Compton residents and members of the Compton Par 3 Men's Golf Club, spoke before the City Council and stated that the Compton Par 3 Golf course is a very valuable part of the community, however, it is not being properly utilized. Mr. Capers then stated that the club would like to be a part of the Netflix program highlighting the City of Compton. Mr. Johnson spoke stating that the Compton Par 3 Golf Course has the longest distance of a Par 3 course in the Nation. He further added that there is a special mower used for the golf course that is currently being repaired. He then suggested that once this mower has been repaired, it should be used exclusively for the golf course, which must be maintained on a weekly basis. Mr. Johnson then encouraged the City Council to address the Par 3 Golf Course in next year's budget and restore it to its proper glory for the benefit of the youth and allow them to embrace the game of golf.

Adolpho Vargas, Executive Director - Latino Chamber of Commerce, addressed the City Council regarding Measure "P" and stated that the Chamber has received numerous complaints regarding the potholes throughout District 1. Mr. Vargas requested information regarding the street repair plan, which will enable him to pass this plan along to the residents and businesses. He further announced that the Chamber will be instituting a crime prevention program on January 19, 2019 from 11 to 2 p.m. and presented flyers to the Council. Mr. Vargas expressed the Chambers excitement to be a part of the Compton Christmas parade, and further invited everyone to attend the Latino Chamber of Commerce Chamber Mixer and ribbon cutting ceremony on December 22, 2018 from 2 p.m. to 3 p.m. at 726 East Compton Boulevard. Mr. Vargas concluded by stating that he has been a victim of fraud and will be taking legal action, adding that the chamber will be instituting a workshop to educate and assist the community.

Maria Villarreal, CEO-Latino Chamber of Commerce, addressed the City Council and spoke in favor of agenda Item Number 4 on the agenda, indicating that the Par 3 Golf Course is a place that has a lot of financial potential, and will benefit everyone in the City. Ms. Villarreal noted that she previously worked for the American Golf Association, and in her opinion it will be beneficial for the youth to have a place to go and enjoy a positive activity. Ms. Villarreal further announced that the Chamber has moved to a new location and invited everyone to attend their meetings which are held every third Thursday of each month.

Lisandro Alexander, member of the Latino Chamber of Commerce, introduced himself to the City Council and expressed his excitement to work to improve the lives of the residents and the businesses in the beautiful City of Compton.

Joyce Kelly, Compton resident, addressed the City Council regarding the absence of the Mayor stating that she has reviewed the City Charter which states that an elected official may not be absent for more that 60 consecutive days. Ms. Kelly further indicated that, by her calculations, the Mayor has been absent for 86 days and is in violation of the Charter. Therefore, in her opinion, the City Attorney should declare the office 'vacant,' as the City Council and the City Attorney must uphold the City Charter. Ms. Kelly concluded by questioning how an ex-convict could be appointed to the city's Personnel Board.

Keith Young, Compton resident and former Code Enforcement Officer, spoke indicating that at a previous City Council meeting, he raised the issue of calling for a moratorium on Compton Municipal Code 24-2.2(f) regarding recreational vehicles stored on private property, due to the potential abuse of the administration of the citation process of the ordinance, the excessive fines, and the intrusion of homeowners to enjoy their property. Mr. Young stated that he was told at the meeting that someone would be contacting him regarding this matter, however, Staff has been uncooperative, unprofessional and disrespectful towards him in handling this matter.

Lynn Boone, Compton resident, addressed the City Council and thanked the residents that called her regarding the events that took place two weeks ago relative to comments she addressed regarding a Councilmember. Ms. Boone expressed her opinion that the Council members need to be removed. Ms. Boone further indicated that citizens of the community are unable to view the 'live' City Council meetings and requested an explanation. She addressed what she considered to be incompetence on the part of the Council and certain Staff members. Ms. Boone recommended that everyone in Compton read the draft of the State Controller's Audit, further adding that the City of Compton currently has no line of credit.

INTRODUCTION OF SPECIAL GUEST

CERTIFICATE OF RECOGNITION TO DR. EUGENE ALLEN—DUSK TO DAWN URGENT CARE

Mayor Pro Tem Zurita presented statistics regarding breast cancer stating that 1 in 8 women in the United States will be diagnosed with breast cancer at some point in her lifetime. Breast cancer is the most commonly diagnosed cancer in women. Breast cancer is the second leading cause of cancer death among women. Each year, it is estimated that over 252,710 women in the U.S, will be diagnosed with breast cancer and about 40, 500 will die from the disease. Although breast cancer in men is rare, an estimated 2,470 men will be diagnosed with breast cancer, and approximately 460 will die each year. On average, every 2 minutes, a woman is diagnosed with breast cancer and one will die of breast cancer every 13 minutes. Over 3.3. million breast cancer survivors are alive in the U.S. today. According to the World Health Organization, breast cancer is the most common cancer among women world-wide, claiming the lives of hundreds of thousands of women each year and affecting countries at every level. Mayor Pro Tem Zurita went on to state that in recent years, perhaps coinciding with the decline in prescriptive hormone replacement therapy after menopause, we have seen a gradual reduction of breast cancer incident rates among women aged 50 and over. Death rates have been declining since about 1990, in part, due to better screening, early detection, increased awareness and improved treatment.

Mayor Pro Tem Zurita went on to state that this year she, along with her sister, Satra Zurita, held their 7th annual *Walk for a Cure* to educate the community, raise awareness and stress the importance of early detection screening. During the planning of the 6th *Walk for a Cure*, Satra was diagnosed with breast cancer. Thankfully, because of Ms. Zurita's early detection and aggressiveness with treatment, she is a Survivor.

Mayor Pro Tem Zurita further explained that this year, Dr. Allen of Dusk to Dawn Urgent care volunteered medical services at the *Walk for a Cure* event, along with his entire staff, and also provided ultrasound screening. Dr. Allen examined over 250 people, and identified 15 lumps and also provided follow-up assistance. Early detection is crucial!

Mayor Pro Tem Zurita and City Council presented a certificate of appreciation to Dr. Allen and Dusk to Dawn Urgent Care for their wonderful participation in the 7th Annual *Walk for a Cure,* which saves lives.

Dr. Allen, and his wife, Dr. Connie Yu and family of Dusk to Dawn Urgent Care thanked the City Council and the Zurita family for inviting them to the 7th Annual *Walk for a Cure*, indicating that breast cancer has taken far too many lives of family members and friends. Dr. Allen further stated that he received excellent training in emergency medicine at Dr. Martin Luther King, Jr. Medical Center and he is thrilled to have the opportunity to give back to the community by providing this service. Early detection is crucial to breast cancer survival rates, adding that he is happy for the opportunity to do God's work as we are all God's servants.

CONSENT AGENDA

HUMAN RESOURCES

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING THE NEW CLASSIFICATION SPECIFICATIONS FOR THE POSITION OF FINANCIAL ANALYST **(Approved Resolution Number 24,884)**

WATER DEPARTMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO CLINICAL LAB OF SAN BERNARDINO FOR THE TESTING AND ANLYSIS OF WATER SAMPLES FOR FINAL TERM FISCAL YEAR 2018-2019 ($19,985.00) **(Approved Resolution Number 24,885)**

On motion 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

REGULAR AGENDA

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,796, RATIFYING THE PROFESSIONAL SERVICES AGREEMENT WITH NV5 FOR CONSTRUCTION SUPPORT AND INSPECTION SERVICES FOR THE STREET REHABILITATION PROJECT (CIP #13-01) AND RE-ISSUING A PURCHASE ORDER IN THE AMOUNT OF $171,995

On motion by Sharif, seconded by McCoy, **Resolution Number 24,886,** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,796, RATIFYING THE PROFESSIONAL SERVICES AGREEMENT WITH NV5 FOR CONSTRUCTION SUPPORT AND INSPECTION SERVICES FOR THE STREET REHABILITATION PROJECT (CIP #13-01) AND RE-ISSUING A PURCHASE ORDER IN THE AMOUNT OF $171,995** was adopted by the following vote on roll call:

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

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN IN-KIND DONATION FROM 44 BLUE PRODUCTIONS TO RENOVATE GONZALES PARK'S JACKIE ROBINSON STADIUM, COMPTON PAR 3 GOLF COURSE CLUBHOUSE, AND SYLVIA NUNN ANGELS FACILITY (***Withdrawn from the Agenda***)

COUNCIL COMMENTS

Councilperson McCoy offered the following communications/announcements:

- Noted that she has received numerous complaints from the residents indicating that the City Council meetings are not broadcast live each Tuesday.

- Requested that the city address the numerous potholes on the 2400 block of Bennett Street as well as Central Avenue near the 91 Freeway.

- Announced that this past weekend she assisted Bishop Sanders and his church with providing meals for the homeless and those in need, which was a very heart-warming experience.

- Announced that *Breakfast with Santa* event will be held on December 15, 2018 at Tucker Park from 9 a.m. until 12 noon.

- Announced that Councilman Galvan will be hosting a Christmas Toy Giveaway on December 13, 2018 at Oaks Park.

Councilperson Sharif offered the following communications/announcements:

- Thanked Bishop Sanders for inviting her to participate in the recent Thanksgiving Food Giveaway, noting that many families are in need and were blessed with meals.

- Requested that the City Manager provide the Council and community with the street stabilization schedule.

- Repeated her request for a status update on all of the vacant lots that she has reported in the past.

- Announced that there will be meeting to provide updates on the modernization and improvements proposed for the Artesia Blue Line Station at the Crystal Hotel, 123 East Artesia Boulevard, Compton On December 15, 2018 from 10 to 11 a.m. and invited the entire community to attend.

- Adjourn in memory of **Jim Brown**

Mayor Pro Tem Zurita offered the following communications/announcements:

- Mayor Pro Tem announced that in the past the Crystal Casino was paying the city a nominal fee each month; however, the city is currently enforcing the policy agreement, whereby the Casino is required to pay the city based on their revenues collected. Zurita then announced that as of October 2018 the city has received $1,671,838.00.

- Announced that the Compton Christmas Parade will be held on December 8, 2018 and will begin at 11 a.m. starting at Leuders Park and will proceed down Alameda Boulevard.

ADJOURNMENT

On motion by McCoy, seconded by Sharif, the meeting was adjourned in memory of **Jim Brown** at 6:55 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**

DECEMBER 4, 2018

The Compton City Council meeting was called to order at 5:51 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members Present – Zurita, Galvan, McCoy, Sharif, Brown
Council Members Absent – None

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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Councilman Galvan questioned the legality of a sign placed on the City Council Chamber doors notifying the audience that filming will be taking place during the Council meeting by a private company.

Deputy City Attorney Ruth Rugley replied that members of the audience are routinely filmed for the city's government access channel, as this is a public meeting in a public forum.

City Manager Cecil Rhambo directed Staff to remove the signage immediately.

Otis Cavers, Compton resident, film producer addressed the City Council and noted that he has proposed a program to film in the City of Compton. Mr. Cavers also stated that his film production will assist in promoting all the positive events taking place in each Council district adding that he wishes to shine a positive light on the City of Compton.

Robert Ray, Compton resident, spoke before the Council and noted that the City Charter governs the way the City operates and all provisions of the Charter must be obeyed and enforced. Mr. Ray expressed his opinion that, according to Section 505 of the Charter, the Mayor's seat should be declared vacant.

Sylvia Nunn, Compton resident and founder of Sylvia Nunn Angels, addressed the City Council and expressed her wishes that everyone would put their differences aside and upgrade her building. Ms. Nunn further indicated that she has been praying for a way to upgrade the buildings which will allow her to assist additional children and seniors of the community.

Jerry Scott, noted that he and his friends have nowhere to go, so they visit the center to better themselves and get away from dangerous outside elements and stay off the streets.

David Irons, Compton resident, addressed Resolution Number 20,986 which is a resolution designating the name of the 'Compton Municipal Stadium,' noting that he authored the resolution many years ago. Mr. Irons urged the Council to not change the name of the stadium as the name change has not be authorized by the City of Compton.

Alexander Wallin-Attorney, appeared on behalf of city employee, Stacy Barnes, Emergency Management Coordinator, and indicated that he has filed a complaint in Los Angeles Superior Court against the City of Compton alleging multiple causes of action, including sexual harassment, retaliation, negligence and other charges regarding an incident that took place between Ms. Barnes and an employee of the Compton Fire Department.

Benjamin Holifield, President-Compton Business Chamber of Commerce, addressed the City Council and welcomed Mayor Brown back, stating that it is a pleasure to have the full governing board. Mr. Holifield requested a report regarding the Crystal Hotel as well as the city's finances. Mr. Holifield then noted Christmas is here and the Parade will be soon, therefore, the trees along Compton Boulevard must be trimmed and decorated.

Maria Villarreal, Latino Chamber of Commerce, welcomed the Mayor back which is perfect timing for Christmas. Ms. Villarreal spoke about a project being brought to Compton, adding that sometimes the people of Compton do not see the good things we have and they let it go. She

urged the Council to seriously consider Mr. Chico Brown's project. The project will benefit the people of the community as well as the people working on the project. Ms. Villarreal urged the citizens to share a little love instead of hate and life will be different.

Alma Flores, Compton resident, addressed the City Council and introduced a program she developed called 'Know Your City' which is for Compton youth between the ages of 14 to 18 to become aware and get involved in city government. Ms. Flores then noted that the meetings are held every Monday from 4 to 6 p.m. at 331 E. Compton Boulevard.

Jackie Venters, Compton resident, praised God and addressed the City Council regarding all those involved in attempting to sabotage 'Unity in the Community.' Ms. Venters then expressed her feelings that she is being personally attacked by members of the City Council, because she was not allowed to use electricity and other services for her event. She further stated that her organization is non-profit and has been assisting the residents for over 18 years.

Bob Smith, addressed the City Council and stated that he visited the city to compile a video tour of the architect of the city and the city services for non-commercial purposes. Mr. Smith alleged that during this video tour, he was assaulted and battered by one of the city's security guards while photographing and filming certain architect and various paintings inside Compton City Hall.

Councilmember Zurita stated that she has reviewed video footage of the incident, and at no time did the security guard place his hands on the speaker.

Christie Jennings, Compton resident, representing Children Striving Together, Women Blessing Women, Hub City Radio, Compton Activists and More2JayBee, invited everyone to attend the Compton Christmas Parade After Party and Toy Giveaway. Ms. Jennings informed the City Council that over 2,000 children have registered for the Toy Giveaway and further requested donations and assistance to provide toys for all the children, noting that there are drop-off boxes located inside City Hall as well as other locations around the city. The Toy Giveaway will take place at the YAL Center, 700 N. Alameda, on December 8th from 2 to 8 p.m. There will be food, vendors, entertainment and much, much more at no cost to the community.

Mohammad Bamani, Compton Business Owner, suggested that they city re-consider the issue of cannabis sales to raise funds to improve the city. Mr. Bamani noted that other cities which have accepted the new law and regulated the sale of cannabis are thriving, noting that there are various aspects of the cannabis industry such as cultivation, distribution and manufacturing which are very lucrative financially.

Craig Henry, Compton resident, welcomed Mayor Brown back to the Dias and further thanked Councilwoman Zurita for her professionalism as Mayor Pro Tem during the Mayor's absence. Mr. Henry then commended the city's General Services Department for expeditiously repairing a pipe that burst at the property he leases at 600 N. Alameda. He noted that we may not always agree with one another, however, everyone must be treated with dignity and respect. Mr. Henry concluded by expressing his hopes for a wonderful new year and commended the leadership as they continue to move the city forward.

Janice Jackson, Compton resident, addressed the Council and questioned why the City Council meetings are not broadcast 'live' on the public access channel or online. Ms. Jackson also addressed the marijuana issue and indicated that bringing marijuana dispensaries into the city will devastate the community and will not benefit the citizens of Compton.

City Manager Rhambo reported that the city has implemented a software upgrade and is currently working with Spectrum to return "live streaming" of the City Council meetings.

Marjorie Shipp, Compton resident, addressed the City Council and stated that the power point presentation report given last City Council meeting regarding Measure "P" did not include many details regarding the repair of the streets, as well as the timelines. Ms. Shipp expressed her gratitude that the city is addressing the 200 findings of the Audit Report.

Joyce Kelly, Compton resident, addressed the issue of moving the city forward; however, the Council is not working together to help the people. She further urged the Council to respect the people and clean up the City of Compton, indicating that the city looks and smells bad. Ms. Kelly further expressed her disappointment that the Council did not support the 'Unity in the Community' event, which is making a positive impact on the city. Ms. Kelly concluded by stating that the people in Compton do not have a newspaper, and now, they are unable to view the "live" City Council meetings.

Lynn Boone, Compton resident, addressed the City Council regarding 44 Blue Production and stated that she has not seen a resolution approving the project, nor has anyone indicated the funding sources for the project. Ms. Boone then stated that it is her belief that the project is for the Mayor, however the city has 5 Councilmembers and the Mayor's position is ceremonial. Ms. Boone stated that Measure "P" is a bond and does not generate enough money to repair every street in Compton.

Derrick Amos, spoke before the City Council and addressed the issue of his behavior at the close of the last City Council meeting and apologized to the City Council for his emotional outburst. Mr. Amos further stated that 44 Blue Production, NuVision and Netflix wishes to partner with the City to bring improvements to the Sylvia Nunn Angels, the Compton Par 3 Golf Course and Gonzales Park as well as the entire community. This project will hire and provide training for residents of Compton who have been incarcerated and are now transitioning into society as productive citizens by working in the construction industry, which is extremely forgiving. Mr. Amos praised Mr. Chico Brown for developing this project which will give-back to the community and will be self-funded. He concluded by requesting that the Council consider partnering with the project to move the city forward.

Chico Brown, addressed the Council and apologized for his emotional outbursts and frustration during the previous City Council meeting. Mr. Brown stated that he wishes to return to the community to improve the lives of the residents. He further stated that he, personally, chose the buildings in each Council district. Mr. Brown stated that he wishes to have a positive impact by giving back to the community where he was born and raised, adding that he is not asking for any funds, but simply asking for the Council's blessing for the program.

Michelle Chambers, Compton resident, addressed the Body, stating that the City Council was elected by the people to make the choices that will better the lives of the citizens of Compton. Ms. Chambers went on to state that the 44 Blue Project will provide jobs, self-sustainability, economic development and also eradicate blight. Ms. Chambers requested that the City Council set aside their personal feelings and approve the project for the betterment of the City of Compton.

Bishop L. J. Guillory, Compton resident, addressed the City Council and stated that many people approach the podium and denigrate the Council simply because they are running for a seat on the City Council. Mr. Guillory offered that if an individual is truly interested in helping the City of Compton, they should purchase the properties involved in the project.

Mayor Brown requested that the 44 Blue Project be placed on next week's agenda for City Council consideration. Mayor Brown indicated that when individuals from the city come forth with projects that will benefit and improve the city, the Council should embrace and support such projects. Mayor Brown encouraged the citizens to stand up and demand the representation and services they deserve, as the City Council is elected to properly represent their constituents, as we all want a better future for our children.

F. Fernandez, Compton resident, addressed the City Council, with the aid of an interpreter, because, in his opinion, the representatives are not listening to the cries and tears of the people when he submits his complaints and suggestions time and time again in English. He further indicated that the Compton citizens, as human beings, deserve the right to live in a clean city without potholes in the streets, jobs, and better living conditions. Mr. Fernandez went on to state that the City Council is not addressing the concerns of the citizens, indicating that he believes the Council is a violation of the Brown Act. Mr. Fernandez further questioned why the power point presentations are not available on the internet, and further complained that the City Council meetings are not broadcast "live" or on the internet livestream.

CONSENT AGENDA

APPROVAL OF MINUTES

1. NOVEMBER 13, 2018

CITY MANAGER/CITY ATTORNEY/CITY CONTROLLER/CITY TREASURER REPORTS

2. INVESTMENT REPORTS - AUGUST 2018, SEPTEMBER 2018, OCTOBER, 2018 ***(Received and Filed)***

On motion by McCoy, seconded by Galvan, the investment reports were received and filed by the following vote on roll call:

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

END OF CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORT

3. POWER POINT PRESENTATION - MEASURE P 5-YEAR PLAN

City Manager Rhambo and Staff presented a power point presentation to the Council and the citizens of the community detailing the Measure "P" District Sales Tax Revenue 5-Year Plan presentation. Mr. Rhambo indicated that that Measure "P" is a voter-approved District Sales Tax and is characterized as a "General Resource" by the Compton City Attorney; further indicating that Measure "P" funds are accounted for as "General Fund Revenue" and require an Oversight Committee, as well as an independent audit. City Manager Rhambo went on to detail the Measure "P" 5-Year Allocations for the funds.

The entire power point presentation is on file and available for review in the City Clerk's Office.

4. POWER POINT PRESENTATION - CIP 5-YEAR PLAN

City Manager Rhambo presented the power point presentation regarding the 5 -Year Capital Spending Plan for the Compton Municipal Water Department. Mr. Rhambo stated that the Compton Municipal Water Department provides service to approximately 14,600 connections with a population of 79,900.

Mr. Rhambo further reported that the water system consists of 156 miles of water mains, the majority of which are 50 years and older with some dating back to 1924. In order to provide reliable and quality water service, the water system infrastructure needs to be maintained and updated. Two new proposed water wells will be constructed, one in Council District 2 and one in District 4. Water main and valve replacements will be determined after completion of the Water System Master Plan update.

The entire power point presentation is on file and available for review in the City Clerk's Office.

5. POWER POINT PRESENTATION - 2014 SINGLE AUDIT AND PROGRESS ON THE 2015 AND 2016 SINGLE AUDIT

City Manager Rhambo introduced the audit team: **Donald Ecker, Hung Nguyen, Mary Maxion and City Controller Rafaela T. King** and indicated that he and the audit team visited the State Controller's Office in Sacramento in August of 2018 and further detailed the accomplishments from meeting with the State Controller. City Manager Rhambo stated that he is uniting department heads, instituted city-wide staff training, prepared an action plan to address

findings, and the city is cooperating with the State Controller's Office on multiple audits, cooperating with independent auditors and also developed a cash management framework.

Hug Nguyen and Donald Ecker of Eadie + Payne presented the completed 2014 Single Audit, along with a process to provide reasonable assurance of the achievement of objectives in operations, reporting, and compliance with laws and regulations. Mr. Ecker addressed the implementation plans for the various phases of completing the audits and instituting remedies to the findings, improving internal controls, complying with all policies and procedures, and adherence to the budget.

Mr. Ecker indicated that there is a great deal of work to be performed relative to the city's finances; however, Eadie + Payne is optimistic and committed to developing a strategic plan to address the Findings of the Audit, reduce the deficit and improve the city's finances.

City Controller Rafaela King informed the Council and community of the staffing developments and detailed the various phases of the implementation plans for improving internal controls and addressing the Audits and Findings.

The complete power point presentation is on file and available for review in the City Clerk's Office.

NEW BUSINESS

6. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING FOR THE HOLDING OF A PRIMARY NOMINATING ELECTION AND A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 16, 2019 AND TUESDAY, JUNE 4, 2019, RESPECTIVELY, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER

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

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

On motion by McCoy, seconded by Galvan, **Ordinance Number 2,306** entitled **'AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING FOR THE HOLDING OF A PRIMARY NOMINATING ELECTION AND A GENERAL MUNICI-PAL ELECTION TO BE HELD ON TUESDAY, APRIL 16, 2019 AND TUESDAY, JUNE 4, 2019, RESPECTIVELY, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER**' was adopted by the following vote on roll call:

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

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER ELECTION SERVICES TO THE CITY RELATING TO THE CONDUCT OF A PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 16, 2019 AND JUNE 4, 2019, RESPECTIVELY

On motion by Sharif, seconded by Galvan, **Resolution Number 24,887** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER ELECTION SERVICES TO THE CITY RELATING TO THE CONDUCT OF A PRI-MARY NOMINATING AND GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 16, 2019 AND JUNE 4, 2019, RESPECTIVELY'** was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Commented that she was pleased with the audit presentation and is looking forward to developing solutions to the audit and addressing the findings.

- Encouraged the citizens of the community to attend the Compton Christmas Parade on Saturday, December 8, 2018.

- Announced that she is co-hosting a Christmas Holiday Toy Drive on December 21, 2018 in conjunction with Satra Zurita, United Hands and the Neighborhood Housing Services, 1051 West Rosecrans Avenue---there will be free toys, food, music, entertainment and much more. Zurita urged those interested in making donations of new, unwrapped toys to call 562-656-9011 for additional information.

Councilperson Galvan offered the following communications/announcements:

- Invited the community to attend his 'Miracle on Oaks Street' Toy Giveaway on December 13, 2018 from 5 to 8 p.m. at Cesar Chavez Park, 1812 N. Santa Fe, adding that there will be a petting zoo, live music, free food, snow and a toy for every kid.

Councilperson McCoy offered the following communications/announcements:

- Requested that the City Manager send letters to Angeles Abby and Woodlawn Cemeteries requiring them to improve their facilities and grounds immediately.

- Announced that her 3rd Annual Breakfast with Santa will be held on December 15, 2018 at Tucker Park, 560 W. Laurel Street, from 9 a.m. until 12 noon. Breakfast, a photo with Santa and a Toy will be provided for the children of Compton.

- Announced that there will be a balloon release commemorating the life of Mr. Arturo Frazier at the Neighborhood Housing Services Center, 1051 Rosecrans Avenue, December 10, 2018 at 5 p.m.

- Adjourn in memory of **Eugene Lyles** and **the 41st President of the United States, George Herbert Walker Bush.**

(Councilman Galvan exited the meeting at 9:12 p.m.)

Councilperson Sharif offered the following communications/announcements:

- Requested that the streets be repaired/repaved as soon as possible, indicating that she receives many complaints for the residents

- Welcomed newly appointed - Dr. Thomas Parham, President of Cal State University, Dominguez Hills, indicating that there will be a community meeting on December 12, 2018 with Dr. Parham.

- Welcomed newly-elected Los Angeles County Sheriff Alex Villanueva and thanked outgoing Sheriff Jim McDonnell for his work in the community.

- Requested that the City Manager provide her an update of the street repairs as she is receiving a multitude of complaints from the residents regarding the poor condition of the streets.

- Announced that there will be a meeting to provide updates on the modernization and improvements proposed for the Artesia Blue Line Station at the Crystal Hotel, 123 East Artesia Boulevard, Compton on December 15, 2018 from 10 to 11 a.m. and invited the entire community to attend.

- Invited the community to the Christmas Tree Lighting ceremony which will take place at City Hall on December 6, 2018 at 5:30 p.m., and indicated that she is excited to announce that she will be accompanied by the winners of the Harvest Festival Contest in the Compton Christmas Parade on December 8, 2018.

Mayor Brown offered the following communications/announcements:

- Mayor Brown delightedly announced that she is happy to be back on the Dias after the birth of her beautiful baby girl, J'ael, adding that being a parent is such a wonderful Blessing!

- Mayor Brown indicated that she is appreciative of the work being performed to address the Audit and is looking forward to the City Council working collectively to move the city forward and improve the lives of the citizens of the community.

- Thanked City Staff for compiling information relative to the CIP Projects and presenting the Measure "P" power point presentation and requested that all the presentations be made available on the city's website for the benefit of the citizens.

- Highlighted the recent visit of Compton Champion and International Tennis Pro Serena Williams' recent visit to the Yetunde Price Resource Center whereby Ms. Williams had the opportunity to inspire and uplift women and families affected by violence.

- Invited the community to attend her 6th Annual Toy Giveaway which will be held on December 22, 2018 from 10 a.m. until 2 p.m. at the Martin Luther King, Jr. Monument, 200 W. Compton Boulevard. There will be toys, entertainment, food, music and much, much more.

- Requested that the City Manager provide a status update on Tragnew park, indicating that the city must have an emergency plan to address all the parks that are in disrepair for the safety of the children.

- Requested a report on the status on the RFP for the Public Information Officer, which is essential to government transparency.

ADJOURNMENT

On motion by McCoy, seconded by Sharif the meeting was adjourned in memory of **Eugene Lyles** and **former Compton resident and the 41st President of the United States, George Herbert Walker Bush** at 9:23 p.m. by the following vote on roll call:

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

_____ _____

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

REPORT OF ALL WARRANTS

NOVEMBER 2018

CITY CONTROLLER'S OFFICE

RAFAELA KING

DECEMBER 15, 2018

To: MAYOR, CITY COUNCIL, AND CITY MANAGER

From: CITY CONTROLLER

Re: REPORT OF WARRANTS NOVEMBER 2018

The purpose of this document is to provide totals of Warrants issued and/or reversed for the month of November 2018.

Total of AP Warrants per Check Register:	**$4,006,667.46**	
Total of Auto/EP Deposits per Check Register:	**$2,690,812.41**	
Total of SA per Check Register:	**$30,502.06**	**$6,727,981.93**
Add City Employee Payroll:	**$2,094,196.81**	
Add Council Member Payroll:	**$6,650.00**	**$2,100,846.81**
	Grand Total:	**$8,828,828.74**

Beginning Warrant:	247049
Ending Warrant:	247357
Total Warrants Issued:	275
Beginning Auto Deposit:	61472
Ending Auto Deposit:	61476
Total Auto Deposits Issued:	5
Beginning Successor Agency Warrant:	1628
Ending Successor Agency Warrant:	1633
Total SA checks Issued:	6

Ilika Lockett
Accounting Specialist

Rafaela King
City Controller

Certification of Warrant Register for November 2018

Warrants:

247049 - 247105
247106 - 247157
247158 - 247166
247167 - 247269
247270 - 247296
247297 - 247332

Auto Deposits:

61472 - 61473
61474
61475 - 61476

Successor Agency Warrants:

1628 - 1629
1630
1631
1632 -1633

Ilika Lockett
Accounting Specialist

Rafaela King
City Controller

CASH DISBURSEMENT
November-18

DATE	CHECK NUMBERS	# OF CHECKS	# OF TRANS	AMT TOTALS
11/6/2018	AP00247049-AP00247105	57	152	$ 178,234.27
11/6/2018	EP00061472-EP00061473	2	12	$ 1,595,290.19
11/6/2018	SA1628-SA1629	2	3	$ 6,031.54
11/14/2018	AP00247106-AP00247157	48	209	$ 1,262,724.16
11/14/2018	SA1630	1	1	$ 175.52
11/14/2018	EP00061474	1	6	$ 366,860.20
11/15/2018	AP00247158-AP00247166	9	9	$ 8,801.00
11/20/2018	AP00247167-AP00247269	98	387	$ 1,792,113.26
11/20/2018	SA1631	1	1	$ 1,150.00
11/21/2018	AP00247270-AP00247296	27	59	$ 261,522.41
11/28/2018	AP00247297-AP00247332	36	88	$ 503,272.36
11/28/2018	EP00061475-EP00061476	2	18	$ 728,662.02
11/28/2018	SA1632-SA1633	2	2	$ 23,145.00
11/28/2018	AP00247333-AP00247357	<TO BE VOIDED>	-	-
11/28/2018	AP00045754-AP00045755	<TO BE VOIDED>	-	-
11/28/2018	EP00061477-EP00061478	<TO BE VOIDED>	-	-
11/28/2018	EP00061477-EP00061781	<TO BE VOIDED>	-	-
TOTALS				$ 6,727,981.93

GENERAL CITY ACCOUNT
*AP = GENERAL LEDGER PHYSICAL CHECKS
*EFT = ELECTRONIC FUNDS TRANSFER
*EP = ELECTRONIC PAYMENT

SUCCESOR AGENCY ACCOUNT
*SA = SUCCESSOR AGENCY

CASH DISBURSEMENT
November-18

DATE	CHECK NUMBERS	# OF CHECKS	# OF TRANS	AMT TOTALS
11/1/2018	GL12137-GL12142	6		$ 1,350,228.60
11/8/2018	GL12143-GL12144	<TO BE VOIDED>		-
11/8/2018	GL12145-GL12146	4		$ 177,643.52
11/15/2018	NO GL CHECKS	-		-
11/26/2018	GL12148-GL12159	12		$ 105,932.93
11/29/2018	NO GL CHECKS	-		-
			TOTAL	$ 1,633,805.05
11/1/2018	WC79196-WC79244	49		$ 163,680.60
11/8/2018	WC79245-WC79273	29		$ 21,147.29
11/15/2018	WC79274-WC79321	48		$ 18,651.78
11/26/2018	WC79322-WC79396	75		$ 10,478.21
11/29/2018	WC79397-WC79433	37		$ 16,109.74
			TOTAL	$ 230,067.62
TOTALS		260	0	$ 1,863,872.67

RISK MANAGEMENT

*GL = GENERAL LIABILITY CHECKS

*WC = WORKER'S COMPENSATION CHECKS

VOIDED CHECKS
NOVEMBER 2018

AP WARRANTS

VOIDS ORIGINATING NOVEMBER 2018

CHECK NUMBER	CHECK DATE	VOID DATE		CHECK AMOUNT	VOID REASON
247079	11/6/2018	11/13/2018	$	175.52	Should be on SA check stock
247184	11/20/2018	11/21/2018	$	719.76	Wrong reference #
247279	11/21/2018	11/21/2018	$	40,016.04	Wrong reference #
247295	11/21/2018	11/21/2018	$	1,188.00	Wrong reference #
		SUBTOTAL	$	42,099.32	

VOIDS ISSUED PRIOR TO NOVEMBER 2018

CHECK NUMBER	CHECK DATE	VOID DATE		CHECK AMOUNT	VOID REASON
242531	11/21/2017	11/6/2018	$	1,000.00	Check stale dated
244858	5/8/2018	11/13/2018	$	3,000.00	Check stale dated
247017	10/30/2018	11/6/2018	$	570.00	Wrong vendor #
247040	10/30/2018	11/6/2018	$	958.87	Wrong reference #
		SUBTOTAL	$	5,528.87	

AUTO DEPOSITS

VOIDS ORIGINATING IN NOVEMBER 2018

EFT NUMBER	EFT DATE	VOID DATE		EFT AMOUNT	VOID REASON
		SUBTOTAL	$	-	

VOIDS ISSUED PRIOR TO NOVEMBER 2018

EFT NUMBER	EFT DATE	VOID DATE		EFT AMOUNT	VOID REASON
EP00061249	10/30/2018	11/26/2018	$	1,194.00	ACH pymt returned
		SUBTOTAL	$	1,194.00	

SUCCESSOR AGENGY

SA NUMBER	SA DATE	VOID DATE	SA AMOUNT	VOID REASON
SA1632	11/28/2018	11/28/2018	5,300.00	Typing error on check stock
SA1633	11/28/2018	11/28/2018	17,845.00	Typing error on check stock
		SUBTOTAL	$ 23,145.00	

VOIDED CHECKS
NOVEMBER 2018

TOTAL AMT VOIDED	**$71,967.19**
TOTAL NUMBER OF CHECKS VOIDED	**10**
TOTAL AMT OF WARRANTS VOIDED ORIGINATING IN NOVEMBER	$42,099.32
TOTAL NUMBER OF WARRANTS VOIDED ORIGINATING IN NOVEMBER	4
TOTAL AMT OF WARRANTS VOIDED PRIOR TO NOVEMBER	$5,528.87
TOTAL NUMBER OF WARRANTS VOIDED PRIOR TO NOVEMBER	4
TOTAL AMT OF AUTO DEPOS. VOIDED ORIGINATING IN NOVEMBER	$0.00
TOTAL NUMBER OF AUTO DEPOS. VOIDED ORIGINATING IN NOVEMBER	0
TOTAL AMT OF AUTO DEPOS. VOIDED PRIOR TO NOVEMBER	$1,194.00
TOTAL NUMBER OF AUTO DEPOS. VOIDED PRIOR TO NOVEMBER	1
TOTAL AMT OF SUCCESSOR AGENCY VOIDED IN NOVEMBER	$23,145.00
TOTAL NUMBER OF SUCCESSOR AGENCY VOIDED IN NOVEMBER	1

City of Compton

Consolidated Checks Register

11/01/2018 to 11/30/2018 Job Number: 1272949

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00247049	10008141	ACCELA INC	INV-ACC42542	OH	11/06/2018		MW	IS	$401.12
AP CHK 00247050	10008962	ARCHITERRA INC	25044	OH	11/06/2018		MW	IS	$1,091.69
AP CHK 00247051	10005680	ASJ SOUTH BAY LLC	TR# 339418	OH	11/06/2018		MW	IS	$815.42
AP CHK 00247052	10007691	AT&T	288296631	OH	11/06/2018		MW	IS	$1,222.36
AP CHK 00247053	10006085	BARR AND CLARK INC	45154	OH	11/06/2018		MW	IS	$375.00
AP CHK 00247054	10008004	BOMB ENTERTAINMENT	845485745	OH	11/06/2018		MW	IS	$500.00
AP CHK 00247055	00066437	BSN SPORTS	21047653	OH	11/06/2018		MW	IS	$981.99
AP CHK 00247056	10005233	CACEO	200008126	OH	11/06/2018		MW	IS	$430.00
AP CHK 00247057	10001482	CALIFORNIA WATER SERVICE	8113215277	OH	11/06/2018		MW	IS	$1,389.73
AP CHK 00247058	10009056	CHOURA VENUE SERVICES	E55939	OH	11/06/2018		MW	IS	$1,110.01
AP CHK 00247059	10001406	CINTAS CORPORATION #053	426163422	OH	11/06/2018		MW	IS	$474.16
AP CHK 00247060	00255350	DEPARTMENT OF TRANSPORTATION	SL190040	OH	11/06/2018		MW	IS	$3,653.47
AP CHK 00247061	00835060	DS SERVICES OF AMERICA INC	17274453 10051	OH	11/06/2018		MW	IS	$293.79
AP CHK 00247062	10002771	EL NIDO FAMILY CENTERS	9/1-9/30/18	OH	11/06/2018		MW	IS	$1,287.60
AP CHK 00247063	10004397	ENVIRONMENTAL SYSTEMS RESEARCH	93543210	OH	11/06/2018		MW	IS	$25,000.00
AP CHK 00247064	00292880	FEDERAL EXPRESS CORP	6-350-72940	OH	11/06/2018		MW	IS	$199.80
AP CHK 00247065	00324238	GATEWAY CITIES COUNCIL OF GOVT	18-49 I-710 STD	OH	11/06/2018		MW	IS	$25,000.00
AP CHK 00247066	10008354	JOANNE HARTFIELD	11/1/18 MTG	OH	11/06/2018		MW	IS	$50.00
AP CHK 00247067	10004433	FRANCES D HAYES	11/1/18 MTG	OH	11/06/2018		MW	IS	$50.00
AP CHK 00247068	10004439	FRED HOBBS	11/1/18 MTG	OH	11/06/2018		MW	IS	$50.00
AP CHK 00247069	10009063	HYATT CORPORATION	32LDPQHS	OH	11/06/2018		MW	IS	$731.89
AP CHK 00247070	10007421	HYLAND SOFTWARE INC	LE01-064442	OH	11/06/2018		MW	IS	$585.46
AP CHK 00247071	10008817	JALYSSA INC	IN00055574	OH	11/06/2018		MW	IS	$174.65
AP CHK 00247072	10008891	JIM J FORBES	819	OH	11/06/2018		MW	IS	$2,620.50
AP CHK 00247073	10004967	LATANYA KNOX	10/22/18 BOOTI	OH	11/06/2018		MW	IS	$200.00
AP CHK 00247074	00302741	L A COUNTY SHERIFF	191203CY	OH	11/06/2018		MW	IS	$3,354.46
AP CHK 00247075	00685000	LIBERTY UTILITIES (PARK WATER) COR	100270	OH	11/06/2018		MW	IS	$1,908.05
AP CHK 00247076	10003516	LOS ANGELES CO PUBLIC WORKS	RE-PW1810090	OH	11/06/2018		MW	IS	$2,226.19
AP CHK 00247077	10008869	MARK KADESH	#11-18	OH	11/06/2018		MW	IS	$8,000.00
AP CHK 00247078	00533100	MARTIN / CHAPMAN CO	2018462	OH	11/06/2018		MW	IS	$318.03
AP CHK 00247079	00561298	MOBILE MINI INC	9005147832	OH	11/06/2018		MW	RV	$175.52
AP CHK 00247080	10003518	NEOPOST INC	15545114	OH	11/06/2018		MW	IS	$319.73
AP CHK 00247081	10007898	NESTLE WATERS NORTH AMERICA	18J0022273015	OH	11/06/2018		MW	IS	$284.90
AP CHK 00247082	10004183	NEW WEST LANDSCAPING	3148	OH	11/06/2018		MW	IS	$12,099.00

City of Compton

Consolidated Checks Register

11/01/2018 to 11/30/2018 Job Number: 1272949

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00247083	00650802	OFFICE DEPOT	225551046001	OH	11/06/2018		MW	IS	$56.78
AP CHK 00247084	10007880	PCMG INC	B10087510101	OH	11/06/2018		MW	IS	$2,192.87
AP CHK 00247085	10005980	QUILL CORPORATION	1898435	OH	11/06/2018		MW	IS	$250.42
AP CHK 00247086	10008496	ARTURO RAMOS	1513	OH	11/06/2018		MW	IS	$4,473.00
AP CHK 00247087	10009073	JESUS ROSAS	10/8/18 PAINTP	OH	11/06/2018		MW	IS	$44.73
AP CHK 00247088	10006018	SESAC	ACCT# 79711	OH	11/06/2018		MW	IS	$19.38
AP CHK 00247089	00792523	SMART & FINAL	REF# 046213	OH	11/06/2018		MW	IS	$133.63
AP CHK 00247090	08881031	SMOG PROS	59347-2	OH	11/06/2018		MW	IS	$720.00
AP CHK 00247091	10008420	SOUTH TECH SYSTEMS INC	2296	OH	11/06/2018		MW	IS	$3,874.20
AP CHK 00247092	00846370	STAPLES ADVANTAGE	3394460607	OH	11/06/2018		MW	IS	$1,717.87
AP CHK 00247093	10001938	TECS ENVIRONMENTAL COMPLIANCE S	CMP_STVZ2A	OH	11/06/2018		MW	IS	$11,475.00
AP CHK 00247094	10007642	UNIFIRST CORPORATION	324`2055955	OH	11/06/2018		MW	IS	$2,036.98
AP CHK 00247095	10006951	UNITED HEALTHCARE INSURANCE CO	C0045673972	OH	11/06/2018		MW	IS	$27,655.95
AP CHK 00247096	10004248	UNITED SITE SERVICES OF CA INC	114-7483452	OH	11/06/2018		MW	IS	$958.87
AP CHK 00247097	10007015	UNUM LIFE INSURANCE CO OF AMERIC.	NOVEMBER 20	OH	11/06/2018		MW	IS	$6,972.05
AP CHK 00247098	10005883	US HEALTHWORKS MEDICAL GROUP PC	3380717-CA	OH	11/06/2018		MW	IS	$99.00
AP CHK 00247099	10008506	VAN DE POL ENTERPRISE	759141R-DM	OH	11/06/2018		MW	IS	$1,687.28
AP CHK 00247100	10008031	VENTIV TECHNOLOGY INC	29075	OH	11/06/2018		MW	IS	$4,163.02
AP CHK 00247101	00925156	VISION SERVICE PLAN	NOVEMBER 20	OH	11/06/2018		MW	IS	$8,411.23
AP CHK 00247102	10004949	WATERLINE TECHNOLOGIES INC	5434692	OH	11/06/2018		MW	IS	$1,016.73
AP CHK 00247103	10006163	WELLS FARGO FINANCIAL LEASING	89517288	OH	11/06/2018		MW	IS	$2,083.11
AP CHK 00247104	10007508	YALE/CHASE EQUIP. & SRVCS INC.	PSV430380	OH	11/06/2018		MW	IS	$570.00
AP CHK 00247105	10008343	ZONES INC	K11465500101	OH	11/06/2018		MW	IS	$247.65
AP CHK 00247106	10008766	A D SUTTON & SONS INC	1912681	OH	11/14/2018		MW	IS	$1,686.83
AP CHK 00247107	10008885	ALBRIGHT YEE & SCHMIT APC	25415	OH	11/14/2018		MW	IS	$41,530.45
AP CHK 00247108	00025577	ALL PRO FENCE	00047157	OH	11/14/2018		MW	IS	$735.00
AP CHK 00247109	10007975	AMERICAN EXPRESS TRAVEL RELATED	3787-504953710	OH	11/14/2018		MW	IS	$1,512.33
AP CHK 00247110	10008886	ARROW INTERNATIONAL	9500664973	OH	11/14/2018		MW	IS	$1,946.46
AP CHK 00247111	10005680	ASJ SOUTH BAY LLC	339398	OH	11/14/2018		MW	IS	$104.57
AP CHK 00247112	10002973	BANK OF THE WEST	WHITE, NEICK	OH	11/14/2018		MW	IS	$891.00
AP CHK 00247113	10002973	BANK OF THE WEST	WHITE, NEICK	OH	11/14/2018		MW	IS	$851.00
AP CHK 00247114	10006969	BD WHITE TOP SOIL CO INC	80960	OH	11/14/2018		MW	IS	$175.20
AP CHK 00247115	10003143	CLEANSTREET	92033	OH	11/14/2018		MW	IS	$43,333.33
AP CHK 00247116	VOID.CONT	Void - Continued Stub	CONTINUE	OH	11/14/2018		VM	VD	$0.00

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AP CHK 00247117	VOID.CONT	Void - Continued Stub	CONTINUE	OH	11/14/2018		VM	VD	$0.00
AP CHK 00247118	VOID.CONT	Void - Continued Stub	CONTINUE	OH	11/14/2018		VM	VD	$0.00
AP CHK 00247119	VOID.CONT	Void - Continued Stub	CONTINUE	OH	11/14/2018		VM	VD	$0.00
AP CHK 00247120	00202600	COMPTON MUNICIPAL WATER CO	1349091010	OH	11/14/2018		MW	IS	$48,265.27
AP CHK 00247121	10008858	KRISTINA CREWS	18-10-15	OH	11/14/2018		MW	IS	$4,875.00
AP CHK 00247122	00835060	DS SERVICES OF AMERICA INC	15916633 10271	OH	11/14/2018		MW	IS	$64.40
AP CHK 00247123	10004623	DEBRA H DUNCAN	181023	OH	11/14/2018		MW	IS	$800.00
AP CHK 00247124	00274438	DUNN-EDWARDS CORPORATION	2074300146	OH	11/14/2018		MW	IS	$1,115.89
AP CHK 00247125	10007481	EADIE AND PAYNE LLP	134560	OH	11/14/2018		MW	IS	$118,800.00
AP CHK 00247126	00292880	FEDERAL EXPRESS CORP	6-357-22825	OH	11/14/2018		MW	IS	$119.80
AP CHK 00247127	10003979	FERGUSON ENTERPRISES INC	0654036	OH	11/14/2018		MW	IS	$775.66
AP CHK 00247128	00307719	FONTENOT TOW SERVICE	58441	OH	11/14/2018		MW	IS	$100.00
AP CHK 00247129	10008372	FORWARD THINKING SYSTEMS LLC	2090086	OH	11/14/2018		MW	IS	$1,800.00
AP CHK 00247130	T16800	GARRY D FRANCIS	7/24/18 FIRE PL	OH	11/14/2018		MW	IS	$139.95
AP CHK 00247131	00310013	FREDDYS ORNAMENTAL SUPPLIES LL	91755	OH	11/14/2018		MW	IS	$30.87
AP CHK 00247132	10002684	GovConnection	56265109	OH	11/14/2018		MW	IS	$946.71
AP CHK 00247133	10008692	GOVERNMENT REVENUE SOLUTIONS	INV06-004174	OH	11/14/2018		MW	IS	$838.19
AP CHK 00247134	00349350	GRAINGER	9932958409	OH	11/14/2018		MW	IS	$1,400.64
AP CHK 00247135	00459436	L & B PIPE/SUPPLY CO	S1190090.001	OH	11/14/2018		MW	IS	$1,315.83
AP CHK 00247136	10003411	M V TRANSPORTATION INC	95973	OH	11/14/2018		MW	IS	$76,348.07
AP CHK 00247137	10008246	DAVID MIRANDA	11/3/18 BOOTPI	OH	11/14/2018		MW	IS	$200.00
AP CHK 00247138	10007898	NESTLE WATERS NORTH AMERICA	18J3733760007	OH	11/14/2018		MW	IS	$237.69
AP CHK 00247139	10008831	PALP INC	COMPTON BL	OH	11/14/2018		MW	IS	$516,900.00
AP CHK 00247140	00707025	POSTMASTER	MTR#08001474	OH	11/14/2018		MW	IS	$7,000.00
AP CHK 00247141	10008969	PROGRESSIVE LAND CLEARING CORP	1860	OH	11/14/2018		MW	IS	$140,000.00
AP CHK 00247142	10007958	ROVINCE INTERNATIONAL CORP	15240	OH	11/14/2018		MW	IS	$3,626.34
AP CHK 00247143	10008847	RUSH TRUCK CENTERS OF CALIFORNIA	3011161810	OH	11/14/2018		MW	IS	$2,141.37
AP CHK 00247144	10008990	SAFEWAY SIGN COMPANY	14022	OH	11/14/2018		MW	IS	$1,654.60
AP CHK 00247145	10007103	VICTOR J SANCHEZ	1421	OH	11/14/2018		MW	IS	$598.68
AP CHK 00247146	00846370	STAPLES ADVANTAGE	3394460652	OH	11/14/2018		MW	IS	$438.70
AP CHK 00247147	T17275	STERLING BUILDERS	17459 REFD	OH	11/14/2018		MW	IS	$1,000.00
AP CHK 00247148	10005383	RAFAEL TEJEDA	10/28/18 BOOTI	OH	11/14/2018		MW	IS	$65.67
AP CHK 00247149	00872435	TERMINIX INTERNATIONAL	378362802	OH	11/14/2018		MW	IS	$210.00
AP CHK 00247150	T17841	FRANCISCO TINOCO	CIT#100222282	OH	11/14/2018		MW	IS	$52.00

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AP CHK 00247151	00908002	U S BANK	5069428	OH	11/14/2018		MW	IS	$5,546.45
AP CHK 00247152	10004248	UNITED SITE SERVICES OF CA INC	114-7579623	OH	11/14/2018		MW	IS	$133.17
AP CHK 00247153	10009078	VICTORY OUTREACH COMPTON	13	OH	11/14/2018		MW	IS	$950.00
AP CHK 00247154	10007945	LARRY L WARMSLEY	7319	OH	11/14/2018		MW	IS	$270.00
AP CHK 00247155	00934060	WATER REPLENISHMENT DISTRICT OF	SEPT 2018	OH	11/14/2018		MW	IS	$229,655.55
AP CHK 00247156	10004949	WATERLINE TECHNOLOGIES INC	5435452	OH	11/14/2018		MW	IS	$677.82
AP CHK 00247157	10008343	ZONES INC	K11465500102	OH	11/14/2018		MW	IS	$863.67
AP CHK 00247158	10008836	MARTHA BARAJAS	11/17/18 EVENT	OH	11/15/2018		MW	IS	$700.00
AP CHK 00247159	10008643	PAULA CLEVELAND	101318	OH	11/15/2018		MW	IS	$880.00
AP CHK 00247160	10009081	COSTCO WHOLESALE EMPLOYEE CLUB	Q#564-0301	OH	11/15/2018		MW	IS	$1,000.00
AP CHK 00247161	10008761	FALON SANKEY	80	OH	11/15/2018		MW	IS	$400.00
AP CHK 00247162	10007003	ALLEN KENNETT IV	2018 PMKN PA	OH	11/15/2018		MW	IS	$1,150.00
AP CHK 00247163	10009080	KERN LAWRENCE	#1	OH	11/15/2018		MW	IS	$300.00
AP CHK 00247164	10009001	KEVIN D STEPHENS	1813313	OH	11/15/2018		MW	IS	$300.00
AP CHK 00247165	10005660	PAY PLUS BENEFITS INC	18171	OH	11/15/2018		MW	IS	$327.00
AP CHK 00247166	10008461	WALMART	2018 TRKY GIV	OH	11/15/2018		MW	IS	$3,744.00
AP CHK 00247167	T17851	5 STAR DISCOUNT HOMES LLC	517 S WARD	OH	11/20/2018		MW	IS	$120.63
AP CHK 00247168	10008507	AJ NURSERY INC	30-002	OH	11/20/2018		MW	IS	$908.00
AP CHK 00247169	10008036	RODOLFO ALCALA	10/30/18 SPL M	OH	11/20/2018		MW	IS	$250.00
AP CHK 00247170	00025498	ALIN'S	#179972	OH	11/20/2018		MW	IS	$176.32
AP CHK 00247171	T17843	JESUS ALVAREZ	600 N TAMARI	OH	11/20/2018		MW	IS	$125.00
AP CHK 00247172	T17844	EULALIA AMARO	923 N PEARL	OH	11/20/2018		MW	IS	$14.53
AP CHK 00247173	00051250	AMERICAN WATER WORKS ASSN	7001636602	OH	11/20/2018		MW	IS	$116.50
AP CHK 00247174	10006620	CHARLENE PAULETTE GARVEY ANDER	10/30/18 SPL M	OH	11/20/2018		MW	IS	$350.00
AP CHK 00247175	10006181	AQUA FLO SUPPLY	SI1287717	OH	11/20/2018		MW	IS	$998.56
AP CHK 00247176	10003356	AT & T	9604498966	OH	11/20/2018		MW	IS	$1,379.82
AP CHK 00247177	VOID.CONT	Void - Continued Stub	CONTINUE	OH	11/20/2018		VM	VD	$0.00
AP CHK 00247178	10002636	AT&T	9391065062	OH	11/20/2018		MW	IS	$24,619.13
AP CHK 00247179	10007691	AT&T	284337854	OH	11/20/2018		MW	IS	$579.94
AP CHK 00247180	10007587	AT&T CORP	8310007476620	OH	11/20/2018		MW	IS	$11,741.81
AP CHK 00247181	10007588	AT&T MOBILITY II LLC	832948075	OH	11/20/2018		MW	IS	$3,047.67
AP CHK 00247182	10003022	ELIZABETH ATKINSON	11/14/18 MTG	OH	11/20/2018		MW	IS	$150.00
AP CHK 00247183	T17845	ALEJANDRO AYALA	801 N CRANE	OH	11/20/2018		MW	IS	$11.32
AP CHK 00247184	10002954	BAY ALARM CO	26809701810157	OH	11/20/2018		MW	RV	$719.76

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AP CHK 00247185	10006969	BD WHITE TOP SOIL CO INC	81040	OH	11/20/2018		MW	IS	$689.85
AP CHK 00247186	T14179	ANDRE P BROWN	11/4/18 BOOT P	OH	11/20/2018		MW	IS	$154.99
AP CHK 00247187	10007224	ANGELA BURRELL	10/11/18 SPL M	OH	11/20/2018		MW	IS	$100.00
AP CHK 00247188	10001482	CALIFORNIA WATER SERVICE	8113215277	OH	11/20/2018		MW	IS	$1,270.28
AP CHK 00247189	T17846	MARIA CASTRO	1726 N SPRING	OH	11/20/2018		MW	IS	$94.49
AP CHK 00247190	10001406	CINTAS CORPORATION #053	426167171	OH	11/20/2018		MW	IS	$899.27
AP CHK 00247191	00153905	CITY OF COMPTON PETTY CASH	16185	OH	11/20/2018		MW	IS	$920.23
AP CHK 00247192	00154045	CITY OF LAKEWOOD	MILEY HUNTE	OH	11/20/2018		MW	IS	$114.00
AP CHK 00247193	T17847	GERALDINE CLEMONS	1710 N MCDIVI	OH	11/20/2018		MW	IS	$140.47
AP CHK 00247194	T17848	JERRY COLLINS	325 W ALONDI	OH	11/20/2018		MW	IS	$100.01
AP CHK 00247195	VOID.CONT	Void - Continued Stub	CONTINUE	OH	11/20/2018		VM	VD	$0.00
AP CHK 00247196	VOID.CONT	Void - Continued Stub	CONTINUE	OH	11/20/2018		VM	VD	$0.00
AP CHK 00247197	VOID.CONT	Void - Continued Stub	CONTINUE	OH	11/20/2018		VM	VD	$0.00
AP CHK 00247198	VOID.CONT	Void - Continued Stub	CONTINUE	OH	11/20/2018		VM	VD	$0.00
AP CHK 00247199	00202600	COMPTON MUNICIPAL WATER CO	4346105010	OH	11/20/2018		MW	IS	$36,096.06
AP CHK 00247200	10007648	CONSOLIDATED DISPOSAL SERVICES LI	OCTOBER 2018	OH	11/20/2018		MW	IS	$1,113,805.43
AP CHK 00247201	10002364	CREATIVE BUS SALES INC	5149394	OH	11/20/2018		MW	IS	$662.58
AP CHK 00247202	T17849	JAVIER DELGADO	1207C TUCKER	OH	11/20/2018		MW	IS	$13.38
AP CHK 00247203	00835060	DS SERVICES OF AMERICA INC	17274453 11021	OH	11/20/2018		MW	IS	$76.38
AP CHK 00247204	10008601	HARTSELL DUHART	10/30/18 SPL M	OH	11/20/2018		MW	IS	$350.00
AP CHK 00247205	T17842	YOLANDA DUNCAN	V#086447 REFI	OH	11/20/2018		MW	IS	$250.00
AP CHK 00247206	00291331	ENTERPRISE RENT A CAR	RNTL# TBD 32	OH	11/20/2018		MW	IS	$2,105.10
AP CHK 00247207	00292598	EWING IRRIGATION PRODUCTS	6457189	OH	11/20/2018		MW	IS	$129.49
AP CHK 00247208	00292880	FEDERAL EXPRESS CORP	6-357-51194	OH	11/20/2018		MW	IS	$44.06
AP CHK 00247209	T17850	CAMILLA FELDER	500 S2 N WILL	OH	11/20/2018		MW	IS	$77.93
AP CHK 00247210	10003979	FERGUSON ENTERPRISES INC	0654749	OH	11/20/2018		MW	IS	$3,207.70
AP CHK 00247211	10008401	FIFTY TWO CONSULTING INC	10392	OH	11/20/2018		MW	IS	$49,431.32
AP CHK 00247212	10007555	FIRST INSURANCE FUNDING	900-7081250	OH	11/20/2018		MW	IS	$326,075.15
AP CHK 00247213	10008457	FRONTIER CALIFORNIA INC	20915026940618	OH	11/20/2018		MW	IS	$111.37
AP CHK 00247214	T17852	JOSE GARCIA	447 W POPLAR	OH	11/20/2018		MW	IS	$11.81
AP CHK 00247215	10007937	KINIKIA GARDNER	11/14/18 MTG	OH	11/20/2018		MW	IS	$150.00
AP CHK 00247216	T17853	JOYCE GATES	920 S TAMARI	OH	11/20/2018		MW	IS	$133.64
AP CHK 00247217	00336736	GOLDEN STATE WATER CO	88919000005	OH	11/20/2018		MW	IS	$167.44
AP CHK 00247218	00349350	GRAINGER	9957920383	OH	11/20/2018		MW	IS	$1,641.25

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AP CHK 00247219	10002915	JUANITA GREEN-WRIGHT	11/14/18 MTG	OH	11/20/2018		MW	IS	$150.00
AP CHK 00247220	T17854	GRUPO LA CIENEGA LLC	4514 E ALONDI	OH	11/20/2018		MW	IS	$1,867.05
AP CHK 00247221	10007262	IEESHA S HAYWARD	10/11/18 MTG	OH	11/20/2018		MW	IS	$100.00
AP CHK 00247222	10008892	HOLLYWOOD CARPET INC	3110	OH	11/20/2018		MW	IS	$105.00
AP CHK 00247223	T17855	FRANCISCA HUERTA	126 E INDIGO	OH	11/20/2018		MW	IS	$126.01
AP CHK 00247224	10009030	ISLAS TIRES INC	2717	OH	11/20/2018		MW	IS	$83.77
AP CHK 00247225	T17856	DOROTHY JEFFCOAT	700 S BURRIS	OH	11/20/2018		MW	IS	$6.78
AP CHK 00247226	T17857	MARK JENSON	910 N OLEAND	OH	11/20/2018		MW	IS	$111.19
AP CHK 00247227	10008224	KONE INC	959009382	OH	11/20/2018		MW	IS	$663.00
AP CHK 00247228	T17858	JONG LEE	500 G-1 N WILI	OH	11/20/2018		MW	IS	$139.70
AP CHK 00247229	T17859	LEE LEE	1318 E ROSECF	OH	11/20/2018		MW	IS	$1,944.33
AP CHK 00247230	10008972	KEAHNA LEWIS	11/14/18 MTG	OH	11/20/2018		MW	IS	$150.00
AP CHK 00247231	00685000	LIBERTY UTILITIES (PARK WATER) COR	100270	OH	11/20/2018		MW	IS	$1,398.67
AP CHK 00247232	00474570	LIFE ASSIST INC	876934	OH	11/20/2018		MW	IS	$5,740.00
AP CHK 00247233	10003516	LOS ANGELES CO PUBLIC WORKS	RE-PW1810090	OH	11/20/2018		MW	IS	$27,576.86
AP CHK 00247234	00487238	LOS ANGELES COUNTY	IN0289261	OH	11/20/2018		MW	IS	$187.00
AP CHK 00247235	T17860	LILIANA MORENO	728 W TICHEN	OH	11/20/2018		MW	IS	$110.44
AP CHK 00247236	10009089	LESLIE NACIONALES-TAFOYA	10/10/18 CEQA	OH	11/20/2018		MW	IS	$157.50
AP CHK 00247237	T17861	WILLIAM NGUYEN	1218 W 137TH S	OH	11/20/2018		MW	IS	$8.27
AP CHK 00247238	00682500	PARAMOUNT WATER DISTRICT	16-0013-00	OH	11/20/2018		MW	IS	$14,235.94
AP CHK 00247239	T17862	MIGUEL PEREDIA	1816 E KILLEN	OH	11/20/2018		MW	IS	$87.39
AP CHK 00247240	10008741	SUSAN PRIVITERA-JOHNSON	2018-09-001	OH	11/20/2018		MW	IS	$5,945.00
AP CHK 00247241	10009083	PROGRESS CALIFORNIA	2018 TRKY GV	OH	11/20/2018		MW	IS	$2,500.00
AP CHK 00247242	10006585	R & G CHAMBERS INC	87400	OH	11/20/2018		MW	IS	$429.79
AP CHK 00247243	00732280	RICHARDS WATSON & GERSHON	219067	OH	11/20/2018		MW	IS	$19,200.00
AP CHK 00247244	T17863	ELIZABETH RODRIGUEZ	440 W PLUM S	OH	11/20/2018		MW	IS	$66.88
AP CHK 00247245	10004211	RON'S MAINTENANCE CORP	549	OH	11/20/2018		MW	IS	$32,040.00
AP CHK 00247246	00740040	RUIZ NURSERY	003875	OH	11/20/2018		MW	IS	$771.75
AP CHK 00247247	10004684	SAFEGUARD BUSINESS SYSTEMS	033060766	OH	11/20/2018		MW	IS	$1,129.90
AP CHK 00247248	10007103	VICTOR J SANCHEZ	1426	OH	11/20/2018		MW	IS	$82.69
AP CHK 00247249	10008973	SCP DISTRIBUTORS LLC	37646051	OH	11/20/2018		MW	IS	$675.00
AP CHK 00247250	T17864	WILLY SERRANO	211 N HOLLY	OH	11/20/2018		MW	IS	$125.00
AP CHK 00247251	10008266	SHI INT'L CORP.	Q#15443937	OH	11/20/2018		MW	IS	$336.30
AP CHK 00247252	00811270	SO CA EDISON	2375234697	OH	11/20/2018		MW	IS	$38,360.76

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AP CHK 00247253	00807010	SO CA MUN ATHLETIC FEDERATION	6369	OH	11/20/2018		MW	IS	$210.00
AP CHK 00247254	00815000	SOUTHERN CALIFORNIA GAS COMPANY	17570144000	OH	11/20/2018		MW	IS	$948.90
AP CHK 00247255	00846370	STAPLES ADVANTAGE	3395565365	OH	11/20/2018		MW	IS	$1,047.87
AP CHK 00247256	10004263	STRATEGIC COUNSEL PLC	9823	OH	11/20/2018		MW	IS	$7,500.00
AP CHK 00247257	10001938	TECS ENVIRONMENTAL COMPLIANCE S	CMPTN-1118	OH	11/20/2018		MW	IS	$6,050.00
AP CHK 00247258	10009074	THE BANDMANS COMPANY	BM-COMPTON	OH	11/20/2018		MW	IS	$1,082.75
AP CHK 00247259	T17865	THE MARY CLARK REVOCABLE LIVING	1020 S PEARL	OH	11/20/2018		MW	IS	$141.44
AP CHK 00247260	10005571	TIME WARNER NY CABLE LLC	84483005005049	OH	11/20/2018		MW	IS	$1,897.71
AP CHK 00247261	T17866	LIDIA TORIBIO	733 W ARBUTU	OH	11/20/2018		MW	IS	$9.19
AP CHK 00247262	10009051	ULINE INC	102652415	OH	11/20/2018		MW	IS	$820.60
AP CHK 00247263	00890190	UNDERGROUND SERVICE ALERT	920180153	OH	11/20/2018		MW	IS	$1,312.25
AP CHK 00247264	10007642	UNIFIRST CORPORATION	324 2149403	OH	11/20/2018		MW	IS	$889.71
AP CHK 00247265	10004248	UNITED SITE SERVICES OF CA INC	114-7595659	OH	11/20/2018		MW	IS	$184.24
AP CHK 00247266	10004345	URBAN GRAFFITI ENTERPRISES INC	COM21810	OH	11/20/2018		MW	IS	$16,500.00
AP CHK 00247267	10008600	GAWAINE VAUGHN	2811	OH	11/20/2018		MW	IS	$225.00
AP CHK 00247268	10001363	VERIZON WIRELESS - LA	36111507300001	OH	11/20/2018		MW	IS	$8,534.47
AP CHK 00247269	10008903	ZOLL MEDICAL GROUP	2769225	OH	11/20/2018		MW	IS	$3,814.49
AP CHK 00247270	00020154	ADVANCE FIRE EXTINGUISHER CO	9405	OH	11/21/2018		MW	IS	$1,133.09
AP CHK 00247271	10008336	AIR EXCHANGE INC	40686	OH	11/21/2018		MW	IS	$2,560.46
AP CHK 00247272	10001406	CINTAS CORPORATION #053	5009689710	OH	11/21/2018		MW	IS	$405.66
AP CHK 00247273	10008539	CITY OF DOWNEY	232158	OH	11/21/2018		MW	IS	$198,828.00
AP CHK 00247274	10003830	COMPRESSED AIR SPECIALTIES INC	00032687	OH	11/21/2018		MW	IS	$1,103.92
AP CHK 00247275	10005485	JOHN H COSBY	6470	OH	11/21/2018		MW	IS	$1,570.61
AP CHK 00247276	00255345	DEPT OF JUSTICE	299264	OH	11/21/2018		MW	IS	$224.00
AP CHK 00247277	10006007	DOUGLAS INDUSTRIAL MEDICAL CLINI	1949-5593	OH	11/21/2018		MW	IS	$965.00
AP CHK 00247278	00292880	FEDERAL EXPRESS CORP	6-119-91606	OH	11/21/2018		MW	IS	$60.45
AP CHK 00247279	10008467	FIESTA COOPERATIVE INC	340378	OH	11/21/2018		MW	RV	$40,016.04
AP CHK 00247280	00301155	FIREFIGHTERS SAFETY CENTER	26641	OH	11/21/2018		MW	IS	$270.39
AP CHK 00247281	00307719	FONTENOT TOW SERVICE	57440	OH	11/21/2018		MW	IS	$130.00
AP CHK 00247282	10004286	GARDENA BATTERY INC	33779	OH	11/21/2018		MW	IS	$1,116.01
AP CHK 00247283	10005788	GARDLINE COMMS INC	40200	OH	11/21/2018		MW	IS	$1,798.20
AP CHK 00247284	10005239	GRANICUS INC.	97142	OH	11/21/2018		MW	IS	$2,686.70
AP CHK 00247285	10008891	JIM J FORBES	565	OH	11/21/2018		MW	IS	$506.50
AP CHK 00247286	10007779	MAILFINANCE INC	N7158640	OH	11/21/2018		MW	IS	$1,142.25

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00247287	10006950	BEVERLY ANN MILLER	1779	OH	11/21/2018		MW	IS	$65.85
AP CHK 00247288	10008846	MINER LTD	5-31-273130	OH	11/21/2018		MW	IS	$1,828.70
AP CHK 00247289	00650802	OFFICE DEPOT	991588991001	OH	11/21/2018		MW	IS	$871.57
AP CHK 00247290	10008573	PARKHOUSE TIRE SERVICE INC	1010607935	OH	11/21/2018		MW	IS	$539.17
AP CHK 00247291	10001748	PRAXAIR DISTRIBUTION	82697028	OH	11/21/2018		MW	IS	$687.73
AP CHK 00247292	10005980	QUILL CORPORATION	4526225	OH	11/21/2018		MW	IS	$984.37
AP CHK 00247293	10004226	RICKS GATE WORKS INC	227290	OH	11/21/2018		MW	IS	$171.43
AP CHK 00247294	10007978	STERICYCLE INC	3004275008	OH	11/21/2018		MW	IS	$297.56
AP CHK 00247295	10005883	US HEALTHWORKS MEDICAL GROUP PC	3329139-CA	OH	11/21/2018		MW	RV	$1,188.00
AP CHK 00247296	00942684	WEST COAST DOOR INC	5-19-169984	OH	11/21/2018		MW	IS	$370.75
AP CHK 00247297	00056654	APEX BUSINESS MACHINE SUPPLIES	004462	OH	11/28/2018		MW	IS	$3,939.80
AP CHK 00247298	10002954	BAY ALARM CO	2680970181015I	OH	11/28/2018		MW	IS	$719.76
AP CHK 00247299	10001406	CINTAS CORPORATION #053	5012350769	OH	11/28/2018		MW	IS	$459.43
AP CHK 00247300	00405030	CITY OF INGLEWOOD	321810	OH	11/28/2018		MW	IS	$8,744.25
AP CHK 00247301	10008696	DELTA SYSTEMS ENGINEERING INC	14598	OH	11/28/2018		MW	IS	$2,452.50
AP CHK 00247302	10005307	RAJINDERPAL SINGH DHALIWAL	VFMMYL	OH	11/28/2018		MW	IS	$232.89
AP CHK 00247303	00835060	DS SERVICES OF AMERICA INC	4479447 111118	OH	11/28/2018		MW	IS	$200.27
AP CHK 00247304	10008982	EBS GENERAL ENGINEERING INC	54193/RETENTI	OH	11/28/2018		MW	IS	$371,841.40
AP CHK 00247305	00307719	FONTENOT TOW SERVICE	58415	OH	11/28/2018		MW	IS	$945.00
AP CHK 00247306	10008457	FRONTIER CALIFORNIA INC	20915026950618	OH	11/28/2018		MW	IS	$569.74
AP CHK 00247307	00349350	GRAINGER	9903711688	OH	11/28/2018		MW	IS	$98.77
AP CHK 00247308	10008892	HOLLYWOOD CARPET INC	3175	OH	11/28/2018		MW	IS	$9,000.00
AP CHK 00247309	10009090	WENDELL JOHNSON	9/28/18 TRNG	OH	11/28/2018		MW	IS	$300.00
AP CHK 00247310	00451363	KELLY PAPER COMPANY	9446238	OH	11/28/2018		MW	IS	$457.26
AP CHK 00247311	00685000	LIBERTY UTILITIES (PARK WATER) COR	026882	OH	11/28/2018		MW	IS	$2,219.00
AP CHK 00247312	00474570	LIFE ASSIST INC	887928	OH	11/28/2018		MW	IS	$12,045.75
AP CHK 00247313	10007980	LOS ANGELES SUPERIOR COURT	OCTOBER 2018	OH	11/28/2018		MW	IS	$17,111.00
AP CHK 00247314	00555000	METROPOLITAN WATER DISTRICT OF S	9519	OH	11/28/2018		MW	IS	$4,409.64
AP CHK 00247315	10007898	NESTLE WATERS NORTH AMERICA	08K0033471061	OH	11/28/2018		MW	IS	$172.30
AP CHK 00247316	10004183	NEW WEST LANDSCAPING	3160	OH	11/28/2018		MW	IS	$12,617.00
AP CHK 00247317	10001748	PRAXAIR DISTRIBUTION	85783561	OH	11/28/2018		MW	IS	$1,629.82
AP CHK 00247318	10008741	SUSAN PRIVITERA-JOHNSON	2018-10-001	OH	11/28/2018		MW	IS	$1,795.00
AP CHK 00247319	10008599	ROBERTO ROJAS	EDUC REIMBR	OH	11/28/2018		MW	IS	$1,673.62
AP CHK 00247320	10008990	SAFEWAY SIGN COMPANY	14077	OH	11/28/2018		MW	IS	$1,139.82

City of Compton

Consolidated Checks Register

11/01/2018 to 11/30/2018 Job Number: 1280094

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00247321	10004626	JESENIA SANCHEZ	MLGE 10/21-24.	OH	11/28/2018		MW	IS	$134.07
AP CHK 00247322	00811270	SO CA EDISON	9000000001873	OH	11/28/2018		MW	IS	$23,057.50
AP CHK 00247323	00846370	STAPLES ADVANTAGE	3395565299	OH	11/28/2018		MW	IS	$312.08
AP CHK 00247324	10001938	TECS ENVIRONMENTAL COMPLIANCE S	CMP_STVZ2B	OH	11/28/2018		MW	IS	$6,835.00
AP CHK 00247325	10008344	TRIPHENIA SIMMONS	MLGE 10/21-24.	OH	11/28/2018		MW	IS	$142.79
AP CHK 00247326	10008827	MARLON D TURNER	[1053]	OH	11/28/2018		MW	IS	$600.00
AP CHK 00247327	10007015	UNUM LIFE INSURANCE CO OF AMERIC.	DECENBER 201	OH	11/28/2018		MW	IS	$6,986.40
AP CHK 00247328	10005883	US HEALTHWORKS MEDICAL GROUP PC	3420395-CA	OH	11/28/2018		MW	IS	$198.00
AP CHK 00247329	00925156	VISION SERVICE PLAN	DECENBER 201	OH	11/28/2018		MW	IS	$8,320.78
AP CHK 00247330	10009067	ANTHONY WARD	MLGE 11/5-9/18	OH	11/28/2018		MW	IS	$144.97
AP CHK 00247331	10004949	WATERLINE TECHNOLOGIES INC	5436780	OH	11/28/2018		MW	IS	$1,665.33
AP CHK 00247332	00977030	YAMADA CO INC	76802	OH	11/28/2018		MW	IS	$101.42

SORTTOTALS

Issued:	$3,964,568.14
Reversed:	$42,099.32
AP Group Total:	$4,006,667.46

EP EFT 00061472	00712030	PUBLIC EMPLOYEES RETIREMENT SYST	PPE10/31/18 CN	OH	11/06/2018	11/06/2018	MW	CX	$888,619.36
EP EFT 00061473	00712050	PUBLIC EMPLOYEES RETIREMENT SYST	NOVEMBER 20	OH	11/06/2018	11/06/2018	MW	CX	$706,670.83
EP EFT 00061474	00712030	PUBLIC EMPLOYEES RETIREMENT SYST	PPE 10/27/18	OH	11/14/2018	11/14/2018	MW	CX	$366,860.20
EP EFT 00061475	00712030	PUBLIC EMPLOYEES RETIREMENT SYST	1000000154951	OH	11/28/2018	11/28/2018	MW	CX	$11,475.69
EP EFT 00061476	00712050	PUBLIC EMPLOYEES RETIREMENT SYST	DECEMBER 20	OH	11/28/2018	11/28/2018	MW	CX	$717,186.33

SORTTOTALS

Cancelled:	$2,690,812.41
EP Group Total:	$2,690,812.41

SA CHK 00001628	00292880	FEDERAL EXPRESS CORP	6-349-81755	OH	11/06/2018	MW	IS	$66.54
SA CHK 00001629	10004183	NEW WEST LANDSCAPING	3150	OH	11/06/2018	MW	IS	$5,965.00
SA CHK 00001630	00561298	MOBILE MINI INC	9005147832	OH	11/14/2018	MW	IS	$175.52
SA CHK 00001631	00732280	RICHARDS WATSON & GERSHON	219064	OH	11/20/2018	MW	IS	$1,150.00
SA CHK 00001632	10009066	ROTH & ASSOCIATES	601 E COMPTO	OH	11/28/2018	MW	RV	$5,300.00

City of Compton

Consolidated Checks Register

11/01/2018 to 11/30/2018 Job Number: 1280125

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
SA CHK 00001633	00908002	U S BANK	5096659	OH	11/28/2018		MW	RV	$17,845.00

SORTTOTALS

Issued:	$7,357.06
Reversed:	$23,145.00
SA Group Total:	$30,502.06

GRANDTOTALS

Grand Total $6,727,981.93

December 18, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: ACTION ITEM: REQUEST TO APPROVE EMERGENCY PURCHASE ORDER TO BLUE DIAMOND MATERIALS ($70,000)

SUMMARY

This item request City Council approval of Purchase Order 19FY0606, dated December 10, 2018 to Blue Diamond Materials, in the amount of $70,000.00 to purchase asphalt material to address the failing streets.

BACKGROUND

On Monday, December 10, 2018, the Public Works Director requested an Emergency Purchase Order for asphalt materials to address the failing streets throughout the City.

STATEMENT OF THE ISSUE

The Public Works Department is at the crisis level in trying to mitigate the pothole public safety hazards. Per Resolution No. 24,347, Section 5, “That when faced with an emergency situation, the City Manager may authorize a purchase order up to $75,000, without having first City Council adoption by resolution, if the purchase order is of urgent necessity for the preservation of life, health, or property…At the next available opportunity, the emergency purchase order will go through the normal approval process for purchase orders.”

Resolution No. 24,347 does not specify whether the expenditure must be limited to a single vendor, professional service, etc., or if multiple emergency expenditures cannot exceed $75,000. To properly address the health and safety of emergency roadway repairs, an accompanying item will be brought for the critically needed materials for this life-threatening emergency. In order to purchase material to address the now failing roadways throughout the City utilizing the City’s workforce, the City Manager authorized a Purchase Order to Blue Diamond Material, for asphalt, in the amount of $70,000.00. This request is now being submitted for Council approval on the next available meeting, which is December 18, 2018.

FINANCIAL IMPACT

A Purchase Order was prepared using the Public Works Engineering FY 18-19 Budget, account number 1520-710-0MR-4238, in the amount of Seventy Thousand Dollars ($70,000.00).

RECOMMENDATION

Staff recommends that City Council ratify this emergency payment under the exigent circumstances.

CECIL W. RHAMBO JR.
CITY MANAGER

December 10, 2018

TO: RAFAELA KING, CITY CONTROLLER

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

SUBJECT: EMERGENCY PAYMENT: BLUE DIAMOND MATERIALS

Blue Diamond is a City of Compton vendor that provides high quality hot and warm mix asphalt material for use on public highways. The Public Works Department requested an emergency purchase to Blue Diamond Material in the amount of Seventy Thousand Dollars ($70,000) to address the condition of failing streets. The Public Works Department is currently at crises level in trying to mitigate pothole public safety hazards. To ensure the health and safety of our citizens, the City Manager is requesting emergency payment to Blue Diamond Materials.

Pursuant to City of Compton Standard Operating Manual Policy 4.5, Section D and City of Compton City Charter Section 1409, this payment is being authorized by the City Manager to provide vital services to City of Compton.

Resolution No. 24,347, Section 5, approved by City Council on May 17, 2016 authorized a $5,000 spending cap *"That when faced with an emergency situation, the City Manager may authorize a purchase order of up to $75,000, without first having City Council adoption by resolution, if the purchase order is of urgent necessity for the preservation of life, health, or property. The maximum amount of an emergency purchase order may be increased by $100,000 with the concurrence of the City Attorney. At the next available opportunity, the emergency purchase order will go through the normal approval process for purchase orders".*

This information will be submitted for Council approval on the next available meeting.

If you have any questions, contact my office at (310) 605-5585.

Cecil W. Rhambo Jr.

CECIL W. RHAMBO, JR
CITY MANAGER

City of Compton
CITY CONTROLLER
205 S. WILLOWBROOK-COMPTON, CA 90221
TELEPHONE: (310) 605-5576

12/10/18

PURCHASE ORDER NO.
19FY0606
TO RECEIVE PROPER PAYMENT THE ABOVE PO NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES, CORRESPONDENCE, ETC.

VENDOR:
BLUE DIAMOND MATERIALS
DIV OF SULLY-MILLER CONSTR
ATTN: RUBY DAVIDSON
135 S STATE COLLEGE, SUITE 400
BREA, CA 92821

DELIVER TO:
CITY OF COMPTON
205 S WILLOWBROOK
COMPTON, CA 90220

SEND INVOICE TO: Compton Controller
Compton, City Hall
205 S. Willowbrook
P.O. Box 5118
Compton, CA 90221

Req. #	Vendor #	Ship Via	Department
72R03818	00100790		71

Confirming	Confirmed to	Terms	Date Required
☐ yes ☐ no			

QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		Emergency Purchase Order to address the condition of failing streets throughout the City of Compton Pursuant to City (SOP) Manual Policy 4.5, Section D and City of Compton City Charter Section 1409	70,000.00	70,000.00
			TOTAL	70,000.00

15207100MR 4238 70,000.00

APPROVAL:

City Controller

Department Head

DEPARTMENTAL PURCHASE REQUISITION

REQ. NO. 72R03818

VENDOR: BLUE DIAMOND MATERIALS

ADDRESS: DIV OF SULLY-MILLER CONSTR
ATTN: RUBY DAVIDSON
135 S STATE COLLEGE, SUITE 400
BREA, CA 92821

P.O. # _____

DATE 12/10/18

PHONE #:

DEL. ADDRESS: CITY OF COMPTON
205 S WILLOWBROOK
COMPTON, CA 90220

Department 71
Division _____
Project _____
Program _____
Requisitioner Rose Downs

Vendor No.	Terms	Confirming	Confirmed To	Date Required
00100790		☐ yes ☐ no		

QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		Emergency Purchase Order to address the condition of failing streets throughout the City of Compton Pursuant to City (SOP) Manual Policy 4.5, Section D and City of Compton City Charter Section 1409	70,000.00	70,000.00

2018 DEC 10 PM 5:49

ITEM #	ACCOUNT #	AMOUNT		
	15207100MR 4238	70,000.00	SUB-TOTAL	70,000.00
			TAX	0.00
			TOTAL	70,000.00

12-10-18
Dept. Manager — Date

12-10-18
Administrator — Date

12/10/18
City Manager — Date

City Controller — Date

RESOLUTION NO. 24,347

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVISING THE CITY'S POLICIES AND PROCEDURES FOR THE APPROVAL OF PURCHASE ORDERS, CONTRACTS, WORK CHANGE ORDERS, AND BUDGETARY TRANSFERS TO REDUCE THE CITY MANAGER'S MAXIMUM APPROVAL LEVEL OF EXPENDITURES TO $5,000 AND RESCINDING RESOLUTION NO. 24,336

WHEREAS, in 2006 (pursuant to Resolution Nos. 21,925 and 22,084), the City Council adopted a formal policy and procedure authorizing the City Manager to approve (1) purchase orders and enter into contracts wherein the maximum amount to be paid by the City is $25,000 or less; (2) emergency purchase orders of $75,000 to $100,000; (3) certain work change orders on capital projects; and (4) transfers of budgeted amounts from one object to another object of up to $5,000 per object; and

WHEREAS, on May 3, 2016, the Council adopted Resolution No. 24,336, which revised the formal policies and procedures only to re-institute the requirement that the City Manager shall provide the City Council, on a monthly basis, a list of all contracts entered into by the City wherein the compensation to be paid is above $5,000 but below the City Manager's spending authority amount of $25,000; and

WHEREAS, in these fiscally challenging times, the Council desires to have more control over the approval of expenditures in order to better monitor and oversee the City's budget; and

WHEREAS, adoption of the attached resolution will rescind Resolution No. 24,336 for purposes of revising the current City policies and procedures to (1) reduce the maximum approval level of the City Manger's expenditures from the current amount of $25,000 to $5,000; (2) revise the requirement that the Council be provided with monthly reports on contracts entered into by the City wherein the amount compensation to be paid is below $25,000 to require the monthly reports list all contracts in amounts below $5,000; and (3) change the responsibilities for providing the monthly reports on contracts below $5,000 from the City Manager to the City Controller.

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

Section 1. That Resolution No. 24,336, adopted by the City Council on May 3, 2016, is hereby rescinded.

Section 2. That Purchase Orders do not require adoption by separate resolution of the City Council if they:

- Are for an amount of $5,000 or less, however except for the purchase of materials, supplies and goods, a written contract approved as to form by the City Attorney shall be required; and
- Are properly approved by the City Manager and/or required staff; and
- Are applied to an existing appropriation; or
- Fulfill in whole or in part a budgeted expenditure as adopted by City Council in the Combined Budget Resolution for the current fiscal year.
- Are purchase orders, regardless of the amount, for the City-owed utility payments (e.g. electricity, water and gas), that are applied to an existing appropriation.

Section 3. That the following Purchase Order Procedures are now in effect:

- Purchase Orders for the same vendor, for the acquisition of related goods/services, and occurring in the same fiscal year shall be treated as one combined Purchase Order for purposes of determining if the $5,000 threshold is met.

- A new addition to an existing Purchase Order shall be combined with the original Purchase Order and any previous additions to the Purchase Order for purposes determining if the $5,000 threshold is met.
- Purchase Orders will not be split in order to avoid the $5,000 threshold, including splits near the cutoff between fiscal years.

Section 4. That upon the advice and approval of the City Attorney, the City Manager is authorized to enter into contracts on behalf of the City, without first having City Council adoption of a separate resolution, when the total amount of compensation to be paid by the City pursuant to the contract is $5,000 or less. A list of such contracts entered into by the City wherein the amount compensation to be paid is below $5,000 shall be provided to the City Council by the City Controller on a monthly basis.

Section 5. That when faced with an urgent situation, the City Manager may authorize a purchase order of up to $75,000 without first having City Council adoption by resolution, if the purchase order is of urgent necessity for the preservation of life, health, property or fiscal stability. The maximum amount of an emergency purchase order may be increased by $100,000 with the concurrence of the City Attorney. At the next available opportunity, the emergency purchase order will go through the normal approval process for purchase orders.

Section 6. That work change orders on capital projects that are within the limits of California Public Contract Code Section 20455 (a) and (b) do not require City Council adoption by resolution. Work change orders using this section must be approved by the City Manager, in addition to any other required approval. If in total the work change orders on a single City project exceed $25,000 in the same fiscal year, the City Manager shall explain the work change orders at the next City Council meeting as an agenda item.

Section 7. That the City Manager may transfer budgeted amounts from one object to another object if they are within the same fund group by no more than $5,000 per object. A budgetary transfer of more than $5,000 per object may only be authorized by a resolution of City Council. The administrative accounting for budgetary transfers is performed by the City Controller; therefore all such transfers shall be reported to the City Council on a monthly basis by the City Controller.

Section 8. That a certified copy of this Resolution shall be filed in the offices of the City Clerk and with every City department and agency.

Section 9. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 17th day of May, 2016.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the forgoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the 17th day of May, 2016.

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

AYES: COUNCIL MEMBERS- Zurita, MCCoy, Sharif
NOES: COUNCIL MEMBERS- Galvan, Brown
ABSENT: COUNCIL MEMBERS- None
ABSTAINS: COUNCIL MEMBERS- None

CITY CLERK OF THE CITY OF COMPTON

December 18, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: ACTION ITEM: REQUEST TO APPROVE EMERGENCY PURCHASE ORDER TO CEMEX ($37,000)

SUMMARY

This item request City Council approval of Purchase Order 19FY0605, dated December 10, 2018 to CEMEX, in the amount of $37,000.00 to purchase concrete material to address the failing streets.

BACKGROUND

On Monday, December 10, 2018, the Public Works Director requested an Emergency Purchase Order for concrete materials to address the failing streets throughout the City.

STATEMENT OF THE ISSUE

The Public Works Department is at the crisis level in trying to mitigate the pothole public safety hazards. Per Resolution No. 24,347, Section 5, “That when faced with an emergency situation, the City Manager may authorize a purchase order up to $75,000, without having first City Council adoption by resolution, if the purchase order is of urgent necessity for the preservation of life, health, or property…At the next available opportunity, the emergency purchase order will go through the normal approval process for purchase orders.”

Resolution No. 24,347 does not specify whether the expenditure must be limited to a single vendor, professional service, etc., or if multiple emergency expenditures cannot exceed $75,000. To properly address the health and safety of emergency roadway repairs, an accompanying item will be brought for the critically needed materials for this life-threatening emergency. In order to purchase material to address the now failing roadways throughout the City utilizing the City’s workforce, the City Manager authorized a Purchase Order to CEMEX, for concrete, in the amount of $37,000.00. This request is now being submitted for Council approval on the next available meeting, which is December 18, 2018.

FINANCIAL IMPACT

A Purchase Order was prepared using the Public Works Engineering FY 18-19 Budget, account number 1520-710-0MR-4238, in the amount of Thirty Seven Thousand Dollars ($37,000.00).

RECOMMENDATION

Staff recommends that City Council ratify this emergency payment under the exigent circumstances.

CECIL W. RHAMBO JR.
CITY MANAGER

December 10, 2018

TO: RAFAELA KING, CITY CONTROLLER

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

SUBJECT: EMERGENCY PAYMENT: CEMEX

Cemex is a leading supplier of building material products and services in the United States. Cemex provides high quality branded cement products such as concrete, stone, sand, and gravel products in both bag and bulk. They are located in Compton, CA. The Public Works Department requested an emergency purchase to Cemex in the amount of Thirty Seven Thousand Dollars ($37,000) to purchase concrete to address the condition of failing streets. The Public Works Department is currently at crises level in trying to mitigate pothole public safety hazards. To ensure the health and safety of our citizens, the City Manager is requesting emergency payment to Cemex.

Pursuant to City of Compton Standard Operating Manual Policy 4.5, Section D and City of Compton City Charter Section 1409, this payment is being authorized by the City Manager to provide vital services to City of Compton.

Resolution No. 24,347, Section 5, approved by City Council on May 17, 2016 authorized a $5,000 spending cap *"That when faced with an emergency situation, the City Manager may authorize a purchase order of up to $75,000, without first having City Council adoption by resolution, if the purchase order is of urgent necessity for the preservation of life, health, or property. The maximum amount of an emergency purchase order may be increased by $100,000 with the concurrence of the City Attorney. At the next available opportunity, the emergency purchase order will go through the normal approval process for purchase orders".*

This information will be submitted for Council approval on the next available meeting.

If you have any questions, contact my office at (310) 605-5585.

Cecil W. Rhambo

CECIL W. RHAMBO, JR
CITY MANAGER

City of Compton
CITY CONTROLLER
205 S. WILLOWBROOK-COMPTON, CA 90221
TELEPHONE: (310) 605-5576

12/10/18

PURCHASE ORDER NO.
19FY0605
TO RECEIVE PROPER PAYMENT THE ABOVE PO NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES, CORRESPONDENCE, ETC

VENDOR:
CEMEX
PO BOX 100497
PASADENA, CA 91189-0497

DELIVER TO:
CITY OF COMPTON
205 S WILLOWBROOK
COMPTON, CA 90220

SEND INVOICE TO: Compton Controller
Compton, City Hall
205 S. Willowbrook
P.O. Box 5118
Compton, CA 90221

Req. #	Vendor #	Ship Via	Department	
71R01368	10002107		71	
Confirming ☐ yes ☐ no	Confirmed to		Terms	Date Required

QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		Emergency Purchase order to address the conditions of trip hazardous and buckling sidewalks throughout the City of Compton Pursuant to City (SOP) Manual Policy 4.5, Section D and City Charter Section 1409	37,000.00	37,000.00
			TOTAL	37,000.00

15207100MR 4238 37,000.00

APPROVAL:

City Controller

Department Head

DEPARTMENTAL PURCHASE REQUISITION

REQ. NO. 71R01368

VENDOR: CEMEX

ADDRESS: PO BOX 100497
PASADENA, CA 91189-0497

P.O. # _____

DATE 12/10/18

PHONE #: (909) 974-5493
DEL. ADDRESS: CITY OF COMPTON
205 S WILLOWBROOK
COMPTON, CA 90220

Department	71
Division	
Project	
Program	
Requisitioner	Rose Downs

Vendor No. 10002107	Terms	
Confirming ☐ yes ☐ no	Confirmed To	Date Required

QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		Emergency Purchase order to address the conditions of trip hazardous and buckling sidewalks throughout the City of Compton Pursuant to City (SOP) Manual Policy 4.5, Section D and City Charter Section 1409	37,000.00	37,000.00

2018 DEC 10 PM 5:49

ITEM #	ACCOUNT #	AMOUNT		
	15207100MR 4238	37,000.00	SUB-TOTAL	37,000.00
			TAX	0.00
			TOTAL	37,000.00

12-10-19
Dept. Manager — Date

12-10-18
City Manager — Date

12-10-18
Administrator — Date

City Controller — Date

RESOLUTION NO. 24,347

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVISING THE CITY'S POLICIES AND PROCEDURES FOR THE APPROVAL OF PURCHASE ORDERS, CONTRACTS, WORK CHANGE ORDERS, AND BUDGETARY TRANSFERS TO REDUCE THE CITY MANAGER'S MAXIMUM APPROVAL LEVEL OF EXPENDITURES TO $5,000 AND RESCINDING RESOLUTION NO. 24,336

WHEREAS, in 2006 (pursuant to Resolution Nos. 21,925 and 22,084), the City Council adopted a formal policy and procedure authorizing the City Manager to approve (1) purchase orders and enter into contracts wherein the maximum amount to be paid by the City is $25,000 or less; (2) emergency purchase orders of $75,000 to $100,000; (3) certain work change orders on capital projects; and (4) transfers of budgeted amounts from one object to another object of up to $5,000 per object; and

WHEREAS, on May 3, 2016, the Council adopted Resolution No. 24,336, which revised the formal policies and procedures only to re-institute the requirement that the City Manager shall provide the City Council, on a monthly basis, a list of all contracts entered into by the City wherein the compensation to be paid is above $5,000 but below the City Manager's spending authority amount of $25,000; and

WHEREAS, in these fiscally challenging times, the Council desires to have more control over the approval of expenditures in order to better monitor and oversee the City's budget; and

WHEREAS, adoption of the attached resolution will rescind Resolution No. 24,336 for purposes of revising the current City policies and procedures to (1) reduce the maximum approval level of the City Manger's expenditures from the current amount of $25,000 to $5,000; (2) revise the requirement that the Council be provided with monthly reports on contracts entered into by the City wherein the amount compensation to be paid is below $25,000 to require the monthly reports list all contracts in amounts below $5,000; and (3) change the responsibilities for providing the monthly reports on contracts below $5,000 from the City Manager to the City Controller.

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

Section 1. That Resolution No. 24,336, adopted by the City Council on May 3, 2016, is hereby rescinded.

Section 2. That Purchase Orders do not require adoption by separate resolution of the City Council if they:

- Are for an amount of $5,000 or less, however except for the purchase of materials, supplies and goods, a written contract approved as to form by the City Attorney shall be required; and
- Are properly approved by the City Manager and/or required staff; and
- Are applied to an existing appropriation; or
- Fulfill in whole or in part a budgeted expenditure as adopted by City Council in the Combined Budget Resolution for the current fiscal year.
- Are purchase orders, regardless of the amount, for the City-owed utility payments (e.g. electricity, water and gas), that are applied to an existing appropriation.

Section 3. That the following Purchase Order Procedures are now in effect:

- Purchase Orders for the same vendor, for the acquisition of related goods/services, and occurring in the same fiscal year shall be treated as one combined Purchase Order for purposes of determining if the $5,000 threshold is met.

- A new addition to an existing Purchase Order shall be combined with the original Purchase Order and any previous additions to the Purchase Order for purposes determining if the $5,000 threshold is met.
- Purchase Orders will not be split in order to avoid the $5,000 threshold, including splits near the cutoff between fiscal years.

Section 4. That upon the advice and approval of the City Attorney, the City Manager is authorized to enter into contracts on behalf of the City, without first having City Council adoption of a separate resolution, when the total amount of compensation to be paid by the City pursuant to the contract is $5,000 or less. A list of such contracts entered into by the City wherein the amount compensation to be paid is below $5,000 shall be provided to the City Council by the City Controller on a monthly basis.

Section 5. That when faced with an urgent situation, the City Manager may authorize a purchase order of up to $75,000 without first having City Council adoption by resolution, if the purchase order is of urgent necessity for the preservation of life, health, property or fiscal stability. The maximum amount of an emergency purchase order may be increased by $100,000 with the concurrence of the City Attorney. At the next available opportunity, the emergency purchase order will go through the normal approval process for purchase orders.

Section 6. That work change orders on capital projects that are within the limits of California Public Contract Code Section 20455 (a) and (b) do not require City Council adoption by resolution. Work change orders using this section must be approved by the City Manager, in addition to any other required approval. If in total the work change orders on a single City project exceed $25,000 in the same fiscal year, the City Manager shall explain the work change orders at the next City Council meeting as an agenda item.

Section 7. That the City Manager may transfer budgeted amounts from one object to another object if they are within the same fund group by no more than $5,000 per object. A budgetary transfer of more than $5,000 per object may only be authorized by a resolution of City Council. The administrative accounting for budgetary transfers is performed by the City Controller; therefore all such transfers shall be reported to the City Council on a monthly basis by the City Controller.

Section 8. That a certified copy of this Resolution shall be filed in the offices of the City Clerk and with every City department and agency.

Section 9. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 17th day of May, 2016.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the forgoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the 17th day of May, 2016.

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

AYES: COUNCIL MEMBERS- Zurita, MCCoy, Sharif
NOES: COUNCIL MEMBERS- Galvan, Brown
ABSENT: COUNCIL MEMBERS- None
ABSTAINS: COUNCIL MEMBERS- None

CITY CLERK OF THE CITY OF COMPTON

December 18, 2018

TO: **MAYOR AND CITY COUNCILMEMBERS**

FROM: **ALITA GODWIN, CITY CLERK**

SUBJECT: **TRAVEL REQUEST – INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS – 2019 ANNUAL CONFERENCE (May 19-22, 2019) – Birmingham, Alabama (Action Item)**

The International Institute of Municipal Clerks (IIMC) is a professional, nonprofit association that promotes continuing education and certification through university and college-based institutes and provide networking-solutions services and benefits to its members.

Each year through its annual conference, IIMC continues its tradition of offering an abundance of educational and information programs as well as networking opportunities to help clerks manage their municipality in today's complex environment. This conference is offered annually.

The estimated cost of the conference is as follows:

Registration	$660.00
Hotel	$159.00 per night (plus taxes & fees)
Air Fare	$410.00 (round trip)
Total Cost (estimate)	$2005.00

Funds are available in the 2018-2019 Fiscal Year Budget in account number 1001-470-000-4270, conventions and meetings.

It is recommended that the requested be approved.

ALITA L. GODWIN, MMC
CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY ATTORNEY TO EXECUTE AN AGREEMENT WITH THE NATIONAL INSURANCE CRIME BUREAU FOR ACCESS TO THE ISO CLAIMSEARCH DATABASE

WHEREAS, the City Attorney's Office is responsible for defending against casualty, property, auto and workers' compensation claims and lawsuits that are filed against the City by individuals, corporations and other entities; and

WHEREAS, the City Attorney recognizes that there is a vital need for access to a database that maintains information regarding individuals, corporations or other entities that have previously reported claims or filed lawsuits against others; and

WHEREAS, the National Insurance Crime Bureau's ("NICB") ISO Claims Solution System – more specifically, its "ISO ClaimSearch" – provides access to a comprehensive system for finding data on property, casualty and automobile claims, including physical damage, theft and salvage information; and

WHEREAS, this system supplies data needed to improve claims processing and avoid paying questionable or fraudulent claims, assisting with research of prior loss histories, identifying claims patterns and detecting fraud; and

WHEREAS, NICB recognizes a City Attorney as law enforcement due to their ability to prosecute criminal cases and misdemeanor offenses and NICB will grant the City of Compton's City Attorney (and designated/authorized Office staff members) access to confidential information from the ISO ClaimSearch database, which should substantially aid in decreasing settlement costs when there are duplicate claims, suspect claims, suspected fraud and apportionment issues and in the overall defense of lawsuits; and

WHEREAS, there will be no charge to the City for access by the City Attorney's Office to the ISO ClaimSearch database.

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

Section 1. That the City Attorney is hereby authorized to execute an agreement with the National Insurance Crime Bureau to assess their ISO Claims Solution System containing data on property, casualty and automobile claims at no cost to the City.

Section 2. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Attorney, City Controller and the Fire Department.

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

ADOPTED this ____ day of _____ 2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

December 18, 2018

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

FROM: **CITY ATTORNEY**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY ATTORNEY TO EXECUTE AN AGREEMENT WITH THE NATIONAL INSURANCE CRIME BUREAU FOR ACCESS TO THE ISO CLAIMSEARCH DATABASE**

SUMMARY

The City Council will consider authorizing the City Attorney to execute an agreement with the National Insurance Crime Bureau to assess their ISO Claims Solution System containing data on property, casualty and automobile claims at no cost to the City.

BACKGROUND

The City Attorney's Office is responsible for defending against casualty, property, auto and workers' compensation claims and lawsuits that are filed against the City by individuals, corporations and other entities.

The City Attorney recognizes that there is a vital need for access to a database that maintains information regarding individuals, corporations or other entities that have previously reported claims or filed lawsuits against others. These claims would include: workers' compensation, auto, personal injury, homeowners, general liability, disability, employment practices, directors and officers, errors and omissions.

STATEMENT OF THE ISSUE

The National Insurance Crime Bureau's ("NICB") ISO Claims Solution System – more specifically, its "ISO ClaimSearch" – provides access to a comprehensive system for finding data on property, casualty and automobile claims, including physical damage, theft and salvage information. The system supplies data needed to improve claims processing and avoid paying questionable or fraudulent claims, assisting with research of prior loss histories, identifying claims patterns and detecting fraud.

Claims reporting, also known as the claims-processing service, is the primary service of the ISO ClaimSearch system. Upon the initial filing of a claim against the City, authorized City Attorney's Office claims processing staff and/or risk management/workers' compensation staff will submit a claim report in the ISO ClaimSearch database. In return, the system provides a match report with information on other claims filed by the same individual or business. Given the sensitive nature of the information in the ISO ClaimSearch database, ISO has a special privacy and security policy that complies with

federal and state privacy legislation, the National Association of Insurance Commissioners' Insurance Information and Privacy Protection Model Act and the federal Health Insurance Portability and Accountable Act ("HIPPA").

NICB recognizes a City Attorney as law enforcement due to their ability to prosecute criminal cases and misdemeanor offenses. The NICB will grant the City of Compton's City Attorney (and designated/authorized Office staff members) access to confidential information from the ISO ClaimSearch database, which should substantially aid in decreasing settlement costs when there are duplicate claims, suspect claims, suspected fraud and apportionment issues and in the overall defense of lawsuits.

FINANCIAL IMPACT

There will be no charge for access by the City Attorney's Office to the ISO ClaimSearch database.

RECOMMENDATION

Staff recommends that the Council adopt the attached Resolution.

MONICA TURNER
RISK MANAGER

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

NATIONAL INSURANCE CRIME BUREAU

ISO ClaimSearch Agency Administrator Form

An individual in a senior management position within your agency who has the actual authority and responsibility to obligate the agency for the level of access requested for the individual user(s) listed on the ISO ClaimSearch User(s) Add/Removal Form must sign below and will be the administrator for the agency. **This management person will also be responsible for the timely addition and removal of users from the account.**

Administrator Name: Craig Cornwell Title: City Attorney

Agency Name: City of Compton NCIC ORI Code:

Address: 205 S. Willowbrook Ave City: Compton

State: CA Zip:90807 Phone #: (310) 605- 5582 Fax #: (310) 763-0895

Email Address: CCornwell@comptoncity.org

Please select one of the following access types:

*See the ISO ClaimSearch Access Explanation Form for additional access details.

Access/Authorization Types:

xQualified (Full Access) – Law Enforcement/Criminal Justice Agencies Only

Qualified provides access to ISO's property and casualty claims data along with vehicle related information through the NICB and the VINassist Program.

By selecting Qualified (Full Access) and signing this authorization form, I acknowledge that I am authorized by my agency to represent them and I am empowered to bind them to this agreement. The personnel requesting access to the ISO ClaimSearch database are actively employed by this Agency and routinely investigate or prosecute crimes including vehicle theft or other insurance-related crimes or developing background information about a specific individual or list of individuals who have been identified as persons of interest with regard to homeland security activity. As a Qualified law enforcement agency, the information accessed from the ISO ClaimSearch database will be used for investigating and/or prosecuting vehicle theft and other insurance-related crimes. I have read and understand what is required to be considered a "Qualified Agency" as to law enforcement access, and I assure that the agency I represent fulfills the above requirements.

Administrator Signature: _____ Date: _____

☐ Non-Qualified (Less than Full Access) – Law Enforcement/Criminal Justice Agencies Only

Non-Qualified provides access to vehicle related and vehicle claim information in ISO through the NICB and the VINassist Program.

Administrator Signature: _____ Date: _____

☐ VINassist Only Access

VINassist provides access to the web version of VINassist and the ability to download the VINassist program.

Administrator Signature: _____ Date: _____

National Insurance Crime Bureau
1111 E. Touhy Avenue, Suite 400, Des Plaines, Illinois 60018
Phone: (847) 544-7003 Fax: (847) 544-7113

December 18, 2018

TO: **MAYOR AND COUNCIL MEMBERS CITY**

FROM: **RONERICK SIMPSON, FIRE CHIEF**

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 ESTABLISH A PURCHASE ORDER FOR TIRE REPAIR/REPLACEMENT AND ALIGNMENT SERVICES WITH PARKHOUSE TIRE SERVICE, INC. FOR COMPTON FIRE DEPARTMENT APPARATUS ($20,000.00)**

SUMMARY

Adoption of this resolution will amend the 2018-2019 Fiscal Year budget to transfer $20,000.00 between accounts and authorize the City Manager to establish a purchase order for Parkhouse Tire Service, Inc. in the amount of Twenty Thousand Dollars ($20,000.00) for routine replacement/repair of tires and alignment services for Fire Department apparatus.

BACKGROUND

Tire repair/replacement and alignments for the Fire Department's emergency vehicles are essential for safe and efficient emergency response and operations. The Fire Department performs routine apparatus and equipment inspections on all apparatus daily to ensure that preventive maintenance guidelines are adhered to and that there are no defects with regard to fire engine operations. Furthermore, all vehicles are required to meet the Department of Transportation and California Highway Patrol regulatory statutes with regards to emergency vehicles.

Due to the Department's high volume of emergency responses and the aging fleet of apparatus, it is imperative that the Department employ experienced and proven vendors to maintain the operability of the Fire Department's emergency vehicles.

STATEMENT OF THE ISSUE

Staff solicited formal quotes from three (3) vendors for tires used on all Department fire vehicles. Quotes were received from Parkhouse Tire Service Inc. (9/26/18), Rovince International Corp. (8/28/18) and GCR Tires & Service (10/1/18). Based on the Fire Department's needs in terms of quality and apparatus returned expeditiously in a ready

to go condition, Parkhouse Tire Service, Inc. not only provided the lowest bid, it also provides the best service. This vendor is aware of the 30 day net the City uses.

City Council approval is needed because the expenditure is in excess of $5,000.00.

FISCAL IMPACT

Total estimated cost of future repair and replacement of tires for the Fire Department's emergency apparatus is Twenty Thousand Dollars ($20,000.00). The Fire Department's 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts as follows:

From:	**Description**	**Amount**
1001-690-0000-4269	Other Contract Services	$20,000.00

To:	**Description**	**Amount**
6000-690-0000-4229	Automotive Repairs	$20,000.00

RECOMMENDATION

It is recommended that Council approve the attached Resolution.

RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER FOR VEHICLE TIRE REPAIR/REPLACEMENT AND ALIGNMENT SERVICES FOR PARKHOUSE TIRE SERVICE, INC. FOR COMPTON FIRE DEPARTMENT APPARATUS ($20,000.00)

WHEREAS, the Fire Department has a continuous need for tire repair, replacement and alignment services; and

WHEREAS, three (3) formal quotes were received from Parkhouse Tire Service Inc., Rovince International Corp. and GCR Tires and Service; and

WHEREAS, based on the Fire Department's needs in terms of quality and apparatus returned expeditiously in a ready to go condition, staff indicates that Parkhouse Tire Service, Inc. not only provided the lowest bid, it also provides the best service; and

WHEREAS, the Fire 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 quote submitted by Parkhouse Tire Service, Inc. is hereby accepted and all others rejected.

SECTION 2. That the City Manager is hereby authorized to establish a purchase order for Parkhouse Tire Service, Inc. for an amount not to exceed Twenty Thousand Dollars and No Cents ($20,000.00) to provide vehicle tire repair/replacement and alignment services for Fire Department emergency vehicles.

SECTION 3. That the Fire Department's 2018-2019 Fiscal Year budget shall be amended to transfer funds between accounts as follows:

From:	**Description**	**Amount**
1001-690-000-4269	Other Contract Services	$20,000.00
To:	**Description**	**Amount**
6000-690-000-4229	Automotive Repairs	$20,000.00

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

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

ADOPTED this ____ day of _____, 2018.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, 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

Quote #1

Parkhouse Tire 1819

PARKHOUSE TIRE - BELL GARDENS
5960 SHULL STREET

BELL GARDENS, CA 90201

562/928-0421

ESTIMATE #: 304354

PAGE: 1

CUSTOMER: *COD ONLYCTY-COMPTON/BILL
CONTROLLER - CITY HALL
23158 PO BOX 5118
COMPTON CA 90224-5118

SHIP TO: *COD ONLYCTY-COMPTON/BILL
CONTROLLER - CITY HALL
PO BOX 5118
COMPTON CA 90224-5118

REF NUMBER: CHIEF MCCOMMBS
BUSINESS: 310/605-5670 0 PO NUMBER: QUOTE ONLY
PRIMARY: 615/290-3798 0
SALESMAN: PHIL HAYES
ESTIMATE DATE: 09/26/18 DUE: 10/10/18

PRODUCT	LCT	DESCRIPTION	QUANTITY	PRICE	EXTENSION
CHIEF MCCOMBS,					
PER YOUR REQUEST, I CAN QUOTE YOU ON THE FOLLOWING TIRES:					
HANKOOK:					
11112	0	11R22.5 AM06 # 3000836	1	455.00	455.00
11112	0	12R22.5 AM06 # 3000478	1	525.00	525.00
* THE ABOVE (2) TIRES ARE ON BACKORDER MINIMUM 60 DAYS					
11112	0	385/65R22.5 AM15 # 3001980	1	670.00	670.00
11112	0	425/65R22.5 AM15 # 3001934	1	770.00	770.00
* THE 385/65R22.5 AND THE 425/65R22.5 TIRES ARE AVAILABLE					
*					
YOKOHAMA:					
57732	0	11R22.5 H YOK TY577 MC2 TL	1	331.00	331.00
74733	0	12R22.5 H YOK 104ZR HWY A/P	1	352.00	352.00
50751	0	385/65R22.5 J YOK MY507A TL W/B	1	535.49	535.49
50752	0	425/65R22.5 L YOK MY507A TL W/B	1	594.06	594.06
* THE 385/65R22.5 IS ON BACK ORDER 4-6 WEEKS (ALL OTHER SIZES IN STOCK)					
*					
* MUST ADD $1.75 CA. RECYCLE FEE PER TIRE					
SALES TAX NOT INCLUDED WITH PRICE QUOTE					
PRICE GOOD UNTIL 12/31/2018					
QUOTED BY:PHIL HAYES					

PARKHOUSE TIRE - BELL GARDENS

ESTIMATE #: 304354

PAGE: 2

CUSTOMER: *COD ONLYCTY-COMPTON/BILL SHIP TO: *COD ONLYCTY-COMPTON/BILL

Parkhouse Tire 1819

PRODUCT	LCT	DESCRIPTION	QUANTITY	PRICE	EXTENSION
			MERCHANDISE:		4232.55
			SALES TAX:		402.09
			ESTIMATE TOTAL:		4634.64

Quote #2

ROVINCE INTERNATIONAL CORP.

Solid Tire Manufacturer, Re-Treader, Commercial Tire Distributor & Service Provider

08/28/2018

Attn: Mr. Jimmy McCombs
Deputy Fire Chief
Compton Fire Department

Re: Tire Pricing Quote including Service for Financial Year 2018/2019

Yokohama:

- 11R22.5 Yokohama RY-023 = $ 390.30/ea
- 12R22.5 Yokohama 104-ZR = $551.70/ea
- 385/65R22.5 Yokohama MY-507A = $719.70/ea
- 425/65R22.5 Hankook My-507A = $798.42/ea

Service Rates:

- Front End Alignment = $150.00/axle + parts
- Rear Axle Alignment = $125.00/axle + parts
- Dismount & Mount 11R22.5 & 12R22.5 = $30.00/ea
- Dismount & Mount 385 or 425/65R22.5 = $45.00/ea
- Flat Repair = $35.00 + parts
- Emergency Road Service: $95.00/HR
- Disposals= $10.00 regular truck & $18.00 Large Truck/ ea

Any questions regarding this quote, please don't hesitate to contact me.

Sincerely,

Devaka Cooray

• 172 E Manville St, Compton, CA 90220 • Tel: 310-885-9797 • Fax: 310-885-3456 • Toll Free 888–453–TIRE
WWW.ROVINCETIRE.COM

• Solid Tires • Retread • New Commercial Tires • Light Truck • OTR • Poly-Fill • Road Service

MICHELIN YOKOHAMA HANKOOK Sumitomo GALAXY CAMSO

FILE

Quote #3

GCR TIRES & SERVICE

REMIT TO: PO Box 910530 • Denver, CO 80291-0530

GCR 762171 NORWALKC830TTC
14830 CARMENITA ROAD
NORWALK, CA 90650-5231
(562)926-9275

INVOICE DATE	CUST. NO.	ORDER NO.	PAGE	INVOICE NO.
10/01/18	553257	143847	1	

Tax Id: COMPTON CA 90220-3102 US

SOLD TO
COMPTON FIRE DEPARTMENT
201 SOUTH ACACIA
ACCOUNTS PAYABLE
COMPTON, CA 90220-3102

SHIP TO
COMPTON FIRE DEPARTMENT
201 SOUTH ACACIA
ACCOUNTS PAYABLE
COMPTON, CA 90220-3102

PURCHASE ORDER NO.	SALES PERSON	PHONE	SHIP VIA
	1265	310-605-5670	DELIVER

Quote

ITEM NO.	DESCRIPTION	QTY. ORDERED	QTY. SHIPPED	F.E.T.	PRICE	NET EXTENSION
10832	YK 11R22.5/16 108R	1	1	0.00	368.81	368.81
74733	YK 12R22.5 104ZR 16P HWY ALL POS	1	1	0.00	410.49	410.49
25301	YK 385/65R22.5/18 RY253 AP WB	1	1	0.00	505.22	505.22
25304	YK 425/65R22.5/20 RY253 AP WB	1	1	0.00	560.48	560.48
	*==========					
248324	FS 11R22.5/16 FS561 STEER	1	1	0.00	332.00	332.00
248494	FS 12R22.5/16 FS561 STEER	1	1	0.00	395.89	395.89
247780	FS 385/65R22.5/18 FS818 WB	1	1	0.00	526.66	526.66
241235	FS 425/65R22.5 FS818 TLSTLK20	1	1	0.00	598.21	598.21
	*==========					
248817	BS 11R22.5/16 R268 ECOPIA	1	1	0.00	417.88	417.88
000278	BS 12/R22.5/16 R268 ECOPIA	1	1	0.00	515.05	515.05
009031	BS 385/65R22.5 R244 TLBLSTLJ220	1	1	0.00	677.26	677.26
225221	BS 425/65R22.5/20 R244 WB	1	1	0.00	757.80	757.80
CATIREFEE	CALIFORNIA TIRE FEE	12	12		1.75	21.00

Total Weight: 1502. DO NOT PAY. THIS IS A QUOTE

SubTot Parts: 6086.75

Net With Prov

stomer authorizes completion to perform the above written services to their vehicle.
E INFORMATION STATEMENT OF REVERSE SIDE REGARDING CONSUMER CREDIT CONTRACT AND SECURITY AGREEMENT

Sales Tax: 621.74

PRINT NAME / AUTHORIZED SIGNATURE

TE: In order to save all FINANCE CHARGES, the customer must pay, in full, the entire unpaid balance by the 10th of the following month. FINANCE CHARGES are computed on amounts 30 days or more past due at the PERIODIC RATE of 1.5% PER MONTH (MINIMUM CHARGE OF $1.00) which is an ANNUAL PERCENTAGE RATE OF 18%. The above credit terms have been set out in accord with the Truth-In-Lending requirements of the Federal Government and are for the customer's benefit and protection.

Inv Total : 6708.49

PAY FROM THIS INVOICE

O# _____
ate Delivered: _____
eet Authorization # _____
redit Release # _____
none: _____
ustomer/Fleet Acct # _____
ustomer/Fleet Loc # _____

ehicle Information:
Hubometer _____
lake _____ Odometer _____
lodel _____ Color _____
ehicle # _____ Lic#/State _____
railer # _____ Chassis # _____
ire/Wheel Pos: _____
ontainer # _____

Disposition of Take Off Tires:
___Ret'd w/Driver ___Ret'd w/ Dealer
___Ret'd to Customer ___Ret'd for Warranty

Tire Replacement Reason _____

For ERS Information Only:
ERS Work Order # _____
DOT On Tires _____
DOT Off Tires _____

Driver Roll Time _____

Serial/VIN# _____

☐ Your wheel components have been inspected and it has been determined your wheel components require immediate attention.

☐ A wheel assembly has been installed. Industry guidelines require that the torque level of the wheel nuts be rechecked between 50 and 100 miles of operation and retorqued as necessary. Failure to do so may result in loss of this assembly. I acknowledge receipt of wheel assembly info.

_____
(Signature)

_____
(Name Printed)

FILE

December 18, 2018

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS FOR PAYMENT OF CITY MEMBERSHIP DUES TO LEAGUE OF CALIFORNIA CITIES, SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENT, U.S. CONFERENCE OF MAYORS, CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY AND GATEWAY CITIES ($103,723)

SUMMARY

Adoption of this resolution will authorize the City Manager to issue purchase orders totaling one hundred and five thousand nine hundred and fifty four dollars ($103,723) to pay annual City membership dues to the League of California Cities in the amount of $30,148.00, Southern California Association of Government in the amount of $9,956.00, U.S. Conference of Mayors in the amount of $5,269.00, the California Cities for Self-Reliance Joint Powers Authority in the amount of $30,000.00 and Gateway Cities in the amount of $28,350.

BACKGROUND

The City of Compton has memberships in the following organizations: League of California Cities, Southern California Association of Government, US Conference of Mayors, California Cities for Self Reliance Joint Power and Gateway Cities. These organizations provide educational resources to the City on issues facing local governments. They also provide networking opportunities with other City officials. The membership dues are paid annually.

STATEMENT OF THE ISSUE

The City membership dues must be paid for the City to remain in good standing and for City officials to attend conferences, workshops and utilize online resources. These organizations also lobby on behalf of its members on legislative and regulatory issues. Five (5) purchase orders need to be issued for each of these organizations: League of California Cities ($30,148.00), Southern California Association of Government ($9,956.00), U.S. Conference of Mayors ($5,269.00), California Cities for Self-Reliance Joint Powers Authority ($30,000.00) and Gateway Cities ($28,350). The invoices are attached to this report. The City has received invoices for each of the organizations except League of California Cities which sends its invoice in May.

FINANCIAL IMPACT

Funds for Memberships and Publications in Account No. 1001-510-000-4219 have been appropriated in the Fiscal Year 2018-2019 Approved Budget, which will cover the membership dues of $103,723.

RECOMMENDATION

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

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS FOR PAYMENT OF CITY MEMBERSHIP DUES TO LEAGUE OF CALIFORNIA CITIES, SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENT, U.S. CONFERENCE OF MAYORS, CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY AND GATEWAY CITIES ($103,723)

WHEREAS, the City of Compton has memberships in the following organizations: League of California Cities, Southern California Association of Government, U.S. Conference of Mayors, California Cities for Self-Reliance Joint Power and Gateway Cities; and

WHEREAS, membership in these organizations provide educational resources to the City on issues facing local governments, provide networking opportunities for City officials and these organizations also lobby on behalf of its members on legislative and regulatory issues; and

WHEREAS, annual membership dues must be paid for the City to remain in good standing and for City officials to attend conferences, workshops and utilize online resources; and

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

SECTION 1. That the City Manager is hereby authorized to issue purchase orders totaling one hundred and three thousand seven hundred and twenty three dollars ($103,723) to pay annual City membership dues to the League of California Cities in the amount of $30,148.00, Southern California Association of Government in the amount of $9,956.00, U.S. Conference of Mayors in the amount of $5,269.00, California Cities for Self-Reliance Joint Powers Authority in the amount of $30,000.00 and Gateway Cities in the amount of $28,350.00.

SECTION 2. That funds for these membership dues are available in the Fiscal Year 2018-2019, Budget in Account No. 1001-510-000-4219 in the amount of $103,723.00.

SECTION 3. That a copy of this Resolution shall be forwarded to the offices of the City Clerk, City Manager and the City Controller.

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

ADOPTED this _____ day of _____, 2018.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

THE UNITED STATES CONFERENCE OF MAYORS

1620 EYE STREET, NORTHWEST
WASHINGTON, D.C. 20006
Telephone (202) 293-7330
FAX (202) 293-2352

DESCRIPTION		AMOUNT DUE
USCM Membership (July 1, 2018 – June 30, 2019)		$5269.00

Employer ID # 53-0196642

The Honorable Aja Brown
City of Compton
205 South Willowbrook
Compton, CA 90220

INVOICE NO.	INVOICE DATE
47177	07/01/2018
Please refer to the invoice number on all correspondence.	

THE UNITED STATES CONFERENCE OF MAYORS

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Telephone (202) 293-7330
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INVOICE NO.	INVOICE DATE
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Please refer to the invoice number on all correspondence.	

Page 2 of 2

GATEWAY CITIES
COUNCIL OF GOVERNMENTS

Bill to:
Mr. Cecil Rhambo, City Manager
City of Compton
205 South Willowbrook Avenue
Compton, CA 90020

June 13, 2018

INVOICE

Annual Membership Dues for
Fiscal Year 2018-2019 *$28,350.00*

Total Due	***$28,350.00***

NOTE:
If you use AB 2766 funds for a portion of your dues please specify the amount used for our records Thank you

Please remit to:
Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723

Thank you in advance for your prompt payment!

SCAG
INNOVATING FOR A BETTER TOMORROW

SOUTHERN CALIFORNIA
ASSOCIATION OF GOVERNMENTS
900 Wilshire Blvd., Ste. 1700
Los Angeles, CA 90017
T: (213) 236-1800
www.scag.ca.gov

REGIONAL COUNCIL OFFICERS

President
Alan D. Wapner, Ontario

First Vice President
Bill Jahn, Big Bear Lake

Second Vice President
Randon Lane, Murrieta

Immediate Past President
Margaret E. Finlay, Duarte

COMMITTEE CHAIRS

Executive/Administration
Alan D. Wapner, Ontario

Community, Economic &
Human Development
Vacant

Energy & Environment
Linda Parks, Ventura County

Transportation
Curt Hagman, San Bernardino County

INVOICE

Please Pay Upon Receipt

DATE: May 10, 2018

Mr. Cecil W. Rhambo, Jr.
City Manager
City of Compton
205 South Willowbrook Ave.
Compton, CA 90220

Description	Amount
Dues assessment for Fiscal Year 2018-19	**$ 9,956**

Please send checks to:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
DEPT LA 24100
Pasadena, CA 91185-4100

printed on recycled paper 2724, 2015.05.10

CALIFORNIA CITIES FOR SELF-RELIANCE

INVOICE

21815 Pioneer Blvd.
Hawaiian Gardens, CA 90716 (562)-420-2641

BILL TO:
CITY OF COMPTON
ATTN: CECIL W. RHAMBO JR, CITY MANAGER
205 S. WILLOWBROOK AVE.
COMPTON, CA 90220

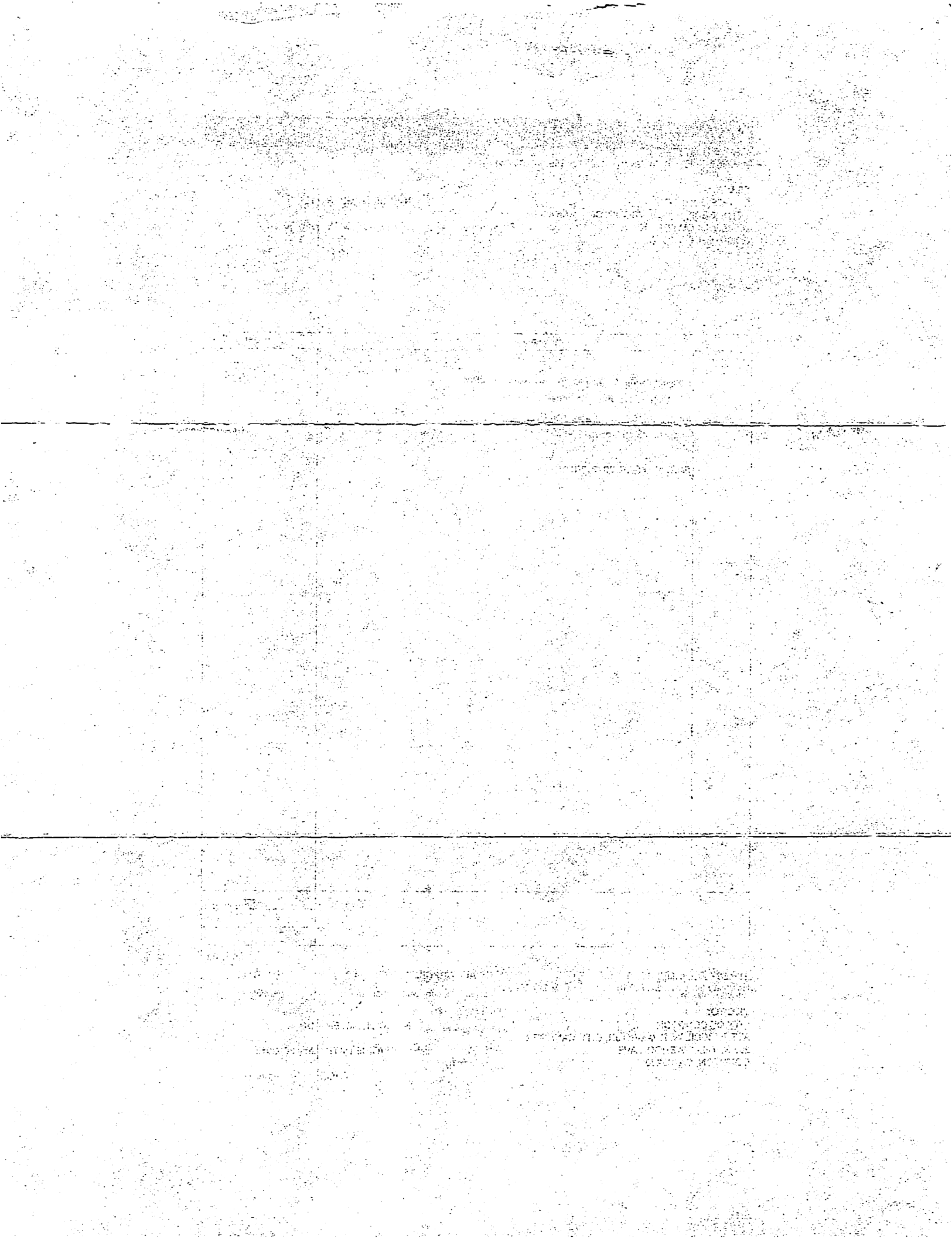
INVOICE NUMBER	181
INVOICE DATE	July 30, 2018
PAGE	1 of 1

DESCRIPTION	AMOUNT
Annual funding for the Joint Powers Authority (JPA) - "California Cities For Self-Reliance" Per City of Compton Resolution No. #24,096 Adopted March 3rd, 2015 **FISCAL YEAR 2018-2019**	$30,000
TOTAL	$30,000.00
	$30,000.00 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Steve Klotzsche
(323) 578-9911
email: sklotzsche@sbcglobal.net

MAKE ALL CHECKS PAYABLE TO:
California Cities for Self-Reliance
Attn: Steve Klotzsche
21815 Pioneer Blvd.
Hawaiian Gardens, CA 90716

THANK YOU



December 18, 2018

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS AND ESTABLISHING A SALARY RANGE FOR THE POSITION OF GRANTS COMPLIANCE MANAGER**

SUMMARY

The City Council will consider a resolution amending the Position Classification Plan to include the classification specifications for Grants Compliance Manager.

BACKGROUND

The City Manager authorized a review of the City's current Position Classification Plan to include the position of Grants Compliance Manager.

On November 15, 2018, the City and representatives of the applicable employee bargaining union, Compton Management Employees Association ("CMEA")/AFSCME Local 2325, met, and conferred and agreed to amend the Position Classification Plan to include the new classification specifications of Grants Compliance Manager.

Subsequent to conducting a properly noticed and public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed amendment to the classification plan to include the classification of Grants Compliance Manager and recommended approval and adoption thereof to the City Council at its meetings conducted on December 12, 2018.

STATEMENT OF ISSUE

After review, staff has determined it to be fair and necessary to amend the Classification Plan by adding the Grants Compliance Manager classification.

The primary purpose for adding the Grants Compliance Manager to the classification plan is to better describe the job responsibilities of the position in detail by placing an emphasis on matters of internal controls and compliance. These revisions will update the existing Classification Plan.

FISCAL IMPACT

The salaries for the above new classifications are already included in the City's 2018-2019 Fiscal Year Budget. There is no fiscal impact that will result from approving the requested action.

RECOMMENDATION

It is recommended that the proposed resolution be adopted by the City Council.

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS AND ESTABLISHING A SALARY RANGE FOR THE POSITION OF GRANTS COMPLIANCE MANAGER

WHEREAS, the City Manager authorized a review of the City's Position Classification Plan; and

WHEREAS, the Personnel Board of the City of Compton, pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, approved the proposed Class Specifications and recommended approval and adoption thereof to the City Council at its December 12, 2018 meeting; and

WHEREAS, on November 15, 2018, City Management and representative(s) of the Compton Management Employees' Association (AFSCME Local 2325) met and conferred on the proposed new classification and agreed to the proposal presented to Council herein.

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

Section 1. That the proposed classification specification for Grants Compliance Manager is hereby approved and added to the Position Classification Plan of the City of Compton.

Section 2. That effective December 12, 2018 shall be established as follows:

Classification Title	Salary Range
Grants Compliance Manager	167

Section 3. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, General Services and the City Controller.

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

ADOPTED this ____ day of _____, 2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
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

CITY OF COMPTON
Department of Human Resources
205 South Willowbrook Ave.
Compton, CA 90221

PROPOSED REDLINE

PROPOSED CLASS SPECIFICATIONS FOR:
Grants Compliance Manager

***PROPOSED* SALARY**
~~$38.62 - $45.28~~ $42.65-$50.00 Hourly
~~$3,089.54 - $3,622.15~~ $3,412.15,-,$4,000.62 Biweekly
~~$6,694.00 - $7,848.00~~ $7,393.00 - $8,668.00 Monthly
~~$80,328.00 - $94,176.00~~ $88,716.00 - $104,016.00 Annually

GENERAL PURPOSE:
Under general supervision, ~~plans, directs and coordinates the work of staff and/or contracted consultants engaged in researching and securing grant funding, writes grant proposals, monitors grant funded projects to ensure compliance with grant agreements, completes periodic grant status and related reports;~~ designs contract compliance, monitoring and evaluation plans to abate adverse audit and program review findings from contracted intergovernmental funding sources. Leads audit review preparation to ensure contract compliance with Grant funding agency requirements in conjunction with the City Manager/Assistant City Manager, City Controller/Deputy City Controller, operating departments, grant sub-recipients and external Grant operating partners. Leads, manages and coordinates the work of staff and/or contracted consultants engaged in implementing grant funding goals. Manages the preparation and financial management of grant proposals assigned by the City Manager's Office. Completes assigned grant status reports with intergovernmental funding agencies. Manages preparation of related grantee performance and financial reports. Manages responses to Grantor performance reviews and coordinates with the City Controller on the responses to Grantor financial and program audits. Coordinates the work program of the City's State and Federal Lobbyists in securing intergovernmental resources for the City of Compton. Performs research and analysis of State and Federal legislation and grant resources. Performs other related duties as assigned by the City Manager or his/her designee.

SUPERVISION RECEIVED/EXERCISED:
Works under the general supervision of the ~~Director of Planning and Economic Development~~ City Manager or his/her designated Assistant City Manager. Exercises supervision over subordinate professional, technical and clerical support personnel.

PRIMARY DUTIES AND RESPONSIBILITIES:

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

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

- Develops Memoranda of Agreement among City Departments, externally funded grant partners and grant sub-recipients to detail accountability for the performance, reporting and financial management of intergovernmental grants and resources.
- Anticipates potential grant program review findings and creates a monitoring and compliance plan to abate any possible adverse findings by ensuring Grants and intergovernmental resources are properly expended and accounted for through adequate reporting and record keeping. Coordinates the work program of the State and Federal Lobbyists contracted by the City.
- Researches and analyzes grant-funding opportunities through State, Federal, Regional, County and other funding legislation and resources.
- Prepares monthly summaries of state and federal legislative proposals that may potentially increase or decrease revenue to the City.
- Plans, manages and reviews the work of City staff and/or contracted consultants engaged in securing and monitoring grant-funded activities and oversees the preparation of the Annual Action Plan and Consolidated Annual Performance and Evaluation Report (CAPER) for Community Block Grant funded activities in the City.
- Manages preparation and monitoring of periodic sub-grantee performance reports; monitors grant performance to ensure conformance with Department goals, and compliance with local, state and Federal codes and regulations.
- Researches grant funding sources including State, Federal and local agencies, and drafts grant proposals and applications. Confers with funding agencies and monitors the status of submitted funding requests.
- Answers inquiries and assists City departments with grant funding/performance and technical issues. ~~provides technical assistance to Community Development Block Grant (CDBG) funded agencies; explains the City's processes and requirements and provides guidance within scope of authority.~~
- Provides technical assistance to Community Development Block Grant (CDBG) funded agencies through staff and consultants with specialized knowledge of intergovernmental funding agency contract requirements.
- Explains the City and Grantor agencies' processes and requirements and provides guidance with the funded grant's implementation by creating a Memoranda of Agreement detailing roles, responsibilities, resources, reporting and record-keeping requirements to successfully meet the Grantor requirements to be in compliance with funding resources.
- Assists the City with grant implementation where external partnerships are required by the Grantor, such as CDBG and CAL-VIP.

- ~~Oversees the annual~~ Manages the Request for Proposals process for requests for grants; evaluates requests for funding and recommends approval. Presents recommendations during workshops and/or public hearings.
- Leads the evaluation processes when Requests for Funding are required by Grantor or the City to ensure successful grant performance.
- Leads evaluation of City departments, external grantee partners and grantee sub-recipient's program performance capacity and financial management capabilities to successfully operate intergovernmental resources and grants.
- Manages design of implementation solutions and recommends approval of potential grant operating partners.
- Leads in the development of Presentation materials and makes recommendations to the City Manager for necessary workshops and/or public hearings.
- Prepares a variety of compliance-related reports for the funding agencies including progress reports, grant close-out reports, Minority Business Enterprise participation reports and the Bi-Annual Labor Standards reporting requirements.
- Manages the provision of staff support to the Federal Grants Advisory Board (FGAB) and/or any required citizen participation review, as appropriate.
- Prepares various technical documents including public notices, press releases and contracts.
- Coordinates with City departments to ensure grant compliance; follows-up with departments to ensure projects are carried out in a timely and appropriate manner; requests status reports and troubleshoots grant issues or problems.
- Manages the program review, monitoring and financial management of City grant funded activities with an emphasis on pre-audit preparation and comprehensive compliance with Grantor goals, policies, procedures and implementation requirements to successfully operate and close-out grant funded obligations per Grantor rules, City rules and generally accepted accounting standards.
- Composes, reviews, edits and approves a variety of reports including requests for Council actionCity Council staff reports and Resolutions requiring City Council action.
- Oversees the monitoring and ensures compliance with weekly, monthly, quarterly, semi-annual, annual and other periodic reports of grantee performance including achievement of grant goals and financial management.
- Assists with the selection, training, motivation and evaluation of Department personnel.
- Provides or coordinates staff training.
- Counsels, advises, leads, monitors and coordinates with employees to correct any performance deficiencies.
- When necessary, administers corrective progressive discipline to improve employee, contractor, external grantees and grantee sub-recipient's performance according the Personnel Rules and other formally adopted policies and procedures.
- May recommend termination procedures when corrective action plans fail to produce acceptable performance by assigned personnel, contractors, external grant partners and grantee sub-recipients.
- As requested by the City Manager/Assistant City Manager, attends various special civic events as a City representative; participates on a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the fields of intergovernmental resources management.
- Oversees implementation, monitoring, contract performance, financial management, program performance review and financial audit of Community Development and

Planning grant-funded programs (i.e. CDBG, HOME, ESG and NSP) in the City with the assistance of specialized staff and/or contractors.
- Oversees the implementation of State grant funded activities (i.e. Urban Greening, Cal-Fire and Cal-VIP).
- May oversee any public or private grant funded program in the City that requires contract compliance, as assigned by the City Manager/Assistant City Manager.
- Coordinates closely with the City Controller in preparation and resolution of any adverse Audit Findings with intergovernmental financial resources including both grant and entitlement programs contracted with the City.
- Performs related duties and responsibilities as assigned.

MINIMUM QUALIFICATIONS:

Education and Experience:

~~Possession of a Bachelor's degree from an accredited college or university in Planning, Public/Business Administration or a related field; AND five (5) years experience in grant/proposal writing, development and administration or related field including two (2) years supervisory experience; OR an equivalent combination of education and experience. Possession of a Master's degree in Planning, Public/Business Administration or a related field and/or certification by CFRE (Certified Fund Raising Executive) International organization for fund raising professionals, is preferred.~~

Possession of a Bachelor's degree from an accredited college or university in Finance, Accounting, ~~Planning~~, Public Administration or Business Administration or a related field; AND at least five (5) years experience in administration of grant compliance, auditing, grant program performance review and grant monitoring of intergovernmental resources; grant/proposal research, writing, development and administration; or a closely related field including two (2) years supervisory experience; OR an equivalent combination of education and experience. Possession of a Master's degree in Finance, Accounting, ~~Planning~~, Public Administration; Business Administration or a related field ~~and/or certification by CFRE (Certified Fund Raising Executive) International organization for fund raising professionals,~~ is preferred.

Required Licenses or Certifications:

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

Required Knowledge of:

- Financial management of grants in public organizations.
- Accounting standards and policies for grant accounting in public agencies.
- Contract monitoring and compliance for grants in public agencies.
- City organization, operations, policies and procedures.
- City Code, City Ordinances, Standard Operating Manual, personnel policies and procedures, and applicable Memoranda of Understanding.
- Grant writing; and the requirements and procedures for applying for State, federal and local grant program funding.
- Practices, principles, procedures, regulations, and techniques of grant/proposal writing and grants administration.
- Federal Department of Housing and Urban Development (HUD) rules and regulations.
- State and Federal environmental review processes; Minority Business Enterprise and labor compliance requirements including the Davis-Bacon Act.
- Current and proposed legislation and laws of the local, state, and federal governments that affect funding for municipal community development programs.

- Principles and practices of organization, administration and personnel management.
- Principles of record keeping and records management.
- Principals of Research and design for solutions to municipal needs utilizing intergovernmental skills.

Required Skill in:

- Conducting sound analysis and making recommendations.
- Researching and analyzing the factors affecting grant-funded projects and activities.
- Program management including monitoring and reporting details of grant-funded projects.
- Collecting, organizing, analyzing and presenting data and information.
- Nonprofit organization capacity building.
- Supervising, leading, and delegating tasks and authority.
- Operating a personal computer utilizing standard and specialized software.
- Effective verbal and written communication including technical writing.
- Writing clear, concise and compelling text.
- Establishing and maintaining effective working relationships with staff, City departments, elected officials, outside agencies, community groups, local businesses, and the general public.

Physical Demands / Work Environment:

- Work is primarily performed in a standard office environment.
- Work may involve exposure to wet surfaces, occasional loud noise and dust.

City of Compton		
GRANTS COMPLIANCE MANAGER		
Department: City Manager	**Class Code:**	2026
Revised Date: November 2018	**FLSA Status:**	Non-Exempt
Personnel Board Approved: *Pending*	**Bargaining Unit:** AFSCME 2325	
Council Approved: Pending ***Resolution No. Pending***		

GENERAL PURPOSE: Under general supervision, designs contract compliance, monitoring and evaluation plans to abate adverse audit and program review findings from contracted intergovernmental funding sources. Leads audit review preparation to ensure contract compliance with Grant funding agency requirements in conjunction with the City Manager/Assistant City Manager, City Controller/Deputy City Controller, operating departments, grant sub-recipients and external Grant operating partners. Leads, manages and coordinates the work of staff and/or contracted consultants engaged in implementing grant funding goals. Manages the preparation and financial management of grant proposals assigned by the City Manager's Office. Completes assigned grant status reports with intergovernmental funding agencies. Manages preparation of related grantee performance and financial reports. Manages responses to Grantor performance reviews and coordinates with the City Controller on the responses to Grantor financial and program audits. Coordinates the work program of the City's State and Federal Lobbyists in securing intergovernmental resources for the City of Compton. Performs research and analysis of State and Federal legislation and grant resources. Performs other related duties as assigned by the City Manager or his/her designee.

SUPERVISION RECEIVED/EXERCISED: Works under the general supervision of the City Manager or his/her designated Assistant City Manager. Exercises supervision over subordinate professional, technical and clerical support personnel.

PRIMARY DUTIES AND RESPONSIBILITIES:

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

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

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

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

- Develops Memoranda of Agreement among City Departments, externally funded grant partners and grant sub-recipients to detail accountability for the performance, reporting and financial management of intergovernmental grants and resources.

- Anticipates potential grant program review findings and creates a monitoring and compliance plan to abate any possible adverse findings by ensuring Grants and intergovernmental resources are properly expended and accounted for through adequate reporting and record keeping. Coordinates the work program of the State and Federal Lobbyists contracted by the City.

- Researches and analyzes grant-funding opportunities through State, Federal, Regional, County and other funding legislation and resources.

- Prepares monthly summaries of state and federal legislative proposals that may potentially increase or decrease revenue to the City.

- Plans, manages and reviews the work of City staff and/or contracted consultants engaged in securing and monitoring grant-funded activities and oversees the preparation of the Annual Action Plan and Consolidated Annual Performance and Evaluation Report (CAPER) for Community Block Grant funded activities in the City.
- Manages preparation and monitoring of periodic sub-grantee performance reports; monitors grant performance to ensure conformance with Department goals, and compliance with local, state and Federal codes and regulations.

- Researches grant funding sources including State, Federal and local agencies, and drafts grant proposals and applications. Confers with funding agencies and monitors the status of submitted funding requests.

- Answers inquiries and assists City departments with grant funding/performance and technical issues.

- Provides technical assistance to Community Development Block Grant (CDBG) funded agencies through staff and consultants with specialized knowledge of intergovernmental funding agency contract requirements.

- Explains the City and Grantor agencies' processes and requirements and provides guidance with the funded grant's implementation by creating a Memoranda of Agreement detailing roles, responsibilities, resources, reporting and record-keeping requirements to successfully meet the Grantor requirements to be in compliance with funding resources.

- Assists the City with grant implementation where external partnerships are required by the Grantor, such as CDBG and CAL-VIP.

- Manages the Request for Proposals process for requests for grants; evaluates requests for funding and recommends approval. Presents recommendations during workshops and/or public hearings.

- Leads the evaluation processes when Requests for Funding are required by Grantor or the City to ensure successful grant performance.

- Leads evaluation of City departments, external grantee partners and grantee sub-recipient's program performance capacity and financial management capabilities to successfully operate intergovernmental resources and grants.

- Manages design of implementation solutions and recommends approval of potential grant operating partners.

- Leads in the development of Presentation materials and makes recommendations to the City Manager for necessary workshops and/or public hearings.

- Prepares a variety of compliance-related reports for the funding agencies including progress reports, grant close-out reports, Minority Business Enterprise participation reports and the Bi-Annual Labor Standards reporting requirements.

- Manages the provision of staff support to the Federal Grants Advisory Board (FGAB) and/or any required citizen participation review, as appropriate.

- Prepares various technical documents including public notices, press releases and contracts.

- Coordinates with City departments to ensure grant compliance; follows-up with departments to ensure projects are carried out in a timely and appropriate manner; requests status reports and troubleshoots grant issues or problems.

- Manages the program review, monitoring and financial management of City grant funded activities with an emphasis on pre-audit preparation and comprehensive compliance with Grantor goals, policies, procedures and implementation requirements to successfully operate and close-out grant funded obligations per Grantor rules, City rules and generally accepted accounting standards.

- Composes, reviews, edits and approves a variety of reports including requests for Council action, City Council staff reports and Resolutions requiring City Council action.

- Oversees the monitoring and ensures compliance with weekly, monthly, quarterly, semi-annual, annual and other periodic reports of grantee performance including achievement of grant goals and financial management.

- Assists with the selection, training, motivation and evaluation of Department personnel.

- Provides or coordinates staff training.

- Counsels, advises, leads, monitors and coordinates with employees to correct any performance deficiencies.

- When necessary, administers corrective progressive discipline to improve employee, contractor, external grantees and grantee sub-recipient's performance according the Personnel Rules and other formally adopted policies and procedures.

- May recommend termination procedures when corrective action plans fail to produce acceptable performance by assigned personnel, contractors, external grant partners and grantee sub-recipients.

- As requested by the City Manager/Assistant City Manager, attends various special civic events as a City representative; participates on a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the fields of intergovernmental resources management.

- Oversees implementation, monitoring, contract performance, financial management, program performance review and financial audit of Community Development and Planning grant-funded programs (i.e. CDBG, HOME, ESG and NSP) in the City with the assistance of specialized staff and/or contractors.

- Oversees the implementation of State grant funded activities (i.e. Urban Greening, Cal-Fire and Cal-VIP).

- May oversee any public or private grant funded program in the City that requires contract compliance, as assigned by the City Manager/Assistant City Manager.
- Coordinates closely with the City Controller in preparation and resolution of any adverse Audit Findings with intergovernmental financial resources including both grant and entitlement programs contracted with the City.
- Performs related duties and responsibilities as assigned.

MINIMUM QUALIFICATIONS:

Education and Experience:

Possession of a Bachelor's degree from an accredited college or university in Finance, Accounting, Public Administration or Business Administration or a related field. At least five (5) years of experience in administration of grant compliance, auditing, grant program performance review and grant monitoring of intergovernmental resources; grant/proposal research, writing, development and administration; or a closely related field. A minimum of two (2) years supervisory experience; OR an equivalent combination of education and experience. Possession of a Master's degree in Finance, Accounting, Public Administration; Business Administration or a related field, is preferred.

Required Licenses or Certifications:

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

Required Knowledge of:

- Financial management of grants in public organizations.
- Accounting standards and policies for grant accounting in public agencies.
- Contract monitoring and compliance for grants in public agencies.
- City organization, operations, policies and procedures.
- City Code, City Ordinances, Standard Operating Manual, personnel policies and procedures, and applicable Memoranda of Understanding.
- Grant writing; and the requirements and procedures for applying for State, federal and local grant program funding.
- Practices, principles, procedures, regulations, and techniques of grant/proposal writing and grants administration.
- Federal Department of Housing and Urban Development (HUD) rules and regulations.
- State and Federal environmental review processes; Minority Business Enterprise and labor compliance requirements including the Davis-Bacon Act.
- Current and proposed legislation and laws of the local, state, and federal governments that affect funding for community development programs.
- Principles and practices of organization, administration and personnel management.
- Principles of record keeping and records management.

Required Skill in:

- Conducting sound analysis and making recommendations.
- Researching and analyzing the factors affecting grant-funded community development projects.
- Program management including monitoring and reporting details of grant-funded projects.
- Collecting, organizing, analyzing and presenting data and information.
- Nonprofit organization capacity building.
- Supervising, leading, and delegating tasks and authority.

- Operating a personal computer utilizing standard and specialized software.
- Effective verbal and written communication including technical writing.
- Writing clear, concise and compelling text.
- Establishing and maintaining effective working relationships with staff, City departments, elected officials, outside agencies, community groups, local businesses, and the general public.

Physical Demands / Work Environment:

- Work is primarily performed in a standard office environment.
- Work may involve exposure to wet surfaces, occasional loud noise and dust.

December 18, 2018

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

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

SUMMARY

Adoption of the attached resolution will approve amending the City's Position Classification Plan by revising the classification specification for the position of Fire Engineer within the Compton Fire Department.

BACKGROUND

With concurrence of the City Manager, the Fire Chief and Fire management undertook a review of the City's Position Classification for the position of Fire Engineer. Based upon that review, it is recommended that in order to best serve the City's needs within the fire service that the Fire Engineer classification specification be revised.

City Management and representative(s) of the Compton Firefighters, Local 2216 met and conferred on the proposed revised classification on July 11, 2017, and have agreed to the proposed revisions.

Subsequent to conducting a properly noticed and public hearing pursuant to the provisions of Section 1103 of the Compton City Charter, the Personnel Board approved the proposed revisions to the Fire Engineer classification specification and recommended approval and adoption thereof to the City Council at its October 30, 2018 meeting.

STATEMENT OF ISSUE

After review, staff has determined it to be fair and necessary to amend the Fire Engineer classification specification.

The primary purpose for amending the current classification is to replace the "or" to "and" on the required education and experience section and remove the "National Registry" wording and add "or paramedic license" to the certification and licensing section.

FISCAL IMPACT

There will be no further or additional fiscal impact to the City's budget as a result of adopting the attached Resolution. The position and salary for this proposed revised classification specification is included in the 2018-2019 Fiscal Year budget.

RECOMMENDATION

It is recommended that the proposed Resolution be adopted by the City Council.

JESENIA SANCHEZ, HUMAN RESOURCES ANALYST
HUMAN RESOURCES DEPARTMENT

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 APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATION FOR THE POSITION OF FIRE ENGINEER

WHEREAS, with concurrence of the City Manager, the Fire Chief and Fire management undertook a review of the City's Position Classification for the position of Fire Engineer; and

WHEREAS, based upon that review, it is recommended that in order to best serve the City's needs within the fire service that the Fire Engineer classification specification be revised; and

WHEREAS, City Management and representative(s) of the Compton Firefighters, Local 2216 met and conferred on the proposed revised classification on July 11, 2017, and have agreed to the proposed revisions; and

WHEREAS, pursuant to the provisions of Section 1103 of the Compton City Charter, on October 30, 2018, the Personnel Board conducted a public hearing relative to the proposed revisions to the Fire Engineer position; and

WHEREAS, following the close of the public hearing, the Personnel Board did vote in favor of recommending that the City Council approve and adopt the proposed revised position of Fire Engineer; and

WHEREAS, the position and salary for this proposed revised classification specification is included in the 2018-2019 Fiscal Year budget.

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

Section 1. That the existing classification specification for the Fire Engineer position is hereby abolished.

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

Section 3. That a duly certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, Human Resources and Fire Department.

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

ADOPTED this ___ day of _____, 2018.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

SIDE LETTER OF AGREEMENT #1 BETWEEN
CITY OF COMPTON
AND
COMPTON FIREFIGHTERS, LOCAL 2216

This side letter of agreement between the City of Compton ("City") and the Compton Firefighters, Local 2216 ("Union") is entered into to change the City of Compton Fire Engineer job specification, attached hereto as Exhibit 1, to the revised job specification version that is attached hereto as Exhibit 2. This agreement was reached after good faith bargaining in which the City and Union were each represented by legal counsel.

The City and the Union have agreed to the changes to the Minimum Qualifications from a prior version of the job specification for Fire Engineer as reflected below:

1. **Education and Experience**:

Replace the current provision on the required education and experience with the following:

Departmental certification as a Relief Engineer for the City of Compton **and** completion of California State Fire Marshal Apparatus Operator 1A & 1B is required; College level courses in fire hydraulics and fire apparatus is desirable; AND three (3) years of experience as a firefighter in a municipal fire department.

2. **Required Licenses or Certifications:**

Replace the current provision regarding certification and licensing with the following:

Possession of a current ~~**National Registry**~~ Emergency Medical Technician certification **or paramedic license** approved by the Los Angeles County Emergency Medical Services Agency at the time of application and maintain valid certification in good standing throughout employment in this classification.

All other requirements for the Fire Engineer job specification remain in full force and effect.

IT IS SO AGREED.

FOR THE CITY:

Mily Huntley
Assistant City Manager

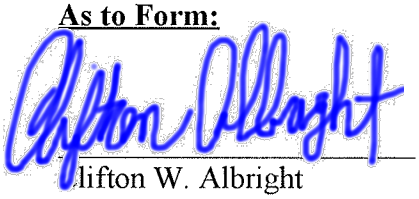
Date: 10/17/18

FOR THE UNION:

Tony B. Branson
Tony Branson
President

Date: 10/15/2018

As to Form:



Clifton W. Albright
Albright, Yee & Schmit, APC

Michael McGill
Adams Ferrone & Ferrone

City of Compton		
FIRE ENGINEER		
Department: Fire	**Class Code:**	7113
Revised Date: July 2016	**FLSA Status:**	Non-Exempt
Personnel Board Approved: *08/18/16*	**Bargaining Unit:** Compton Firefighters	
Council Approved: 01/03/17 ***Resolution #24,501***		

GENERAL PURPOSE: Under general supervision, to drive a fire apparatus, operate pumping, and other related equipment at the scene of an emergency; to service, maintain and make minor repairs to fire apparatus and firefighting equipment; to fight fires, and to do fire prevention work; and to do related work as required.

SUPERVISION RECEIVED/EXERCISED: Works under the administrative direction of the Fire Captain; serves as Acting Fire Captain in his/her absence.

PRIMARY DUTIES AND RESPONSIBILITIES:

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

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

- The Fire Engineer safely operates apparatus during emergency and non-emergency driving situations.
- Cleans and maintains emergency vehicles and equipment at their assigned station or any other areas assigned to them.
- Properly operates a water pump and water flow through fire hose and appliances.
- Instructs Firefighters in the duties of an Engineer.
- Completes daily apparatus check out logs.
- Completes repair requests forms as needed.
- Completes any other reports as needed.
- Inspects equipment and makes adjustments and repairs.
- Tests water pumps and hoses as needed; administers first aid.
- Operates two-way radio.
- Cleans quarters and equipment.
- Participates in fire drills and exercises.
- Makes inspections of public buildings and prepares reports.
- Obeys, and as required, transmits orders; occasionally acts as relief Captain.
- Performs other duties as assigned or required.

MINIMUM QUALIFICATIONS:

Education and Experience:

Departmental certification as a Relief Engineer for the City of Compton or completion of California State Fire Marshal Apparatus Operator 1A & 1B is required; College level courses in fire hydraulics and fire apparatus is desirable; AND three (3) years of experience as a firefighter in a municipal fire department.

City of Compton
Fire Engineer

Required Licenses or Certifications:

- Must possess a valid California Class B restricted driver's license with Air Brake and Tanker endorsements or Class C with Firefighter endorsement.
- Must maintain a current DL51A Medical Card.
- Possession of a current National Registry Emergency Medical Technician certification approved by the Los Angeles County Emergency Medical Services Agency at the time of application and maintain valid certification in good standing throughout employment in this classification.

Required Knowledge of:

- City organization, operations, policies and procedures.
- City Code, City Ordinances, Standard Operating Manual, personnel policies and procedures, and applicable Memoranda of Understanding.
- Principles and techniques of fire department organization and administration.
- Methods of fire fighting, fire inspection and fire prevention.
- Geography, types of building construction, major fire hazards, water supply, fire and building laws and zoning regulations of the City.
- Appropriate safety precautions and procedures.
- Laws and regulations related to hazardous materials.
- Organizational and management practices applicable to the analysis and evaluation of programs, policies and operational needs.
- Principles and practices of organization, administration and personnel management.
- Principles and practices of budget preparation and administration.

Required Skill in:

- Establishing and maintaining effective working relationships with staff, City departments, elected officials, regulatory agencies, contractors, community groups, local businesses, and the general public.
- Developing and administering budgets and monitoring expenditures.
- Supervising, leading, and delegating tasks and authority.
- Responding effectively to emergency situations.
- Operating a fire apparatus safely and skillfully in accordance with traffic laws and ordinances.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Effective verbal and written communication.

Physical Demands / Work Environment:

- Some work is performed in a standard office environment.
- Work may be performed outdoors with time spent in moderate to high temperatures (above 90 degrees) with exposure to environmental hazards associated with emergencies.
- Work requires lifting, carrying, stooping, lying, driving and on occasion climbing.
- Moderate finger dexterity and near vision is required.
- Work may involve exposure to wet surfaces, smoke, fire, occasional loud noise and dust.

City of Compton		
FIRE ENGINEER		
Department: Fire	**Class Code:**	7113
Revised Date: October 2018	**FLSA Status:**	Non-Exempt
Personnel Board Approved:	**Bargaining Unit:** Compton Firefighters	
Council Approved: ***Resolution #***		

GENERAL PURPOSE: Under general supervision, to drive a fire apparatus, operate pumping, and other related equipment at the scene of an emergency; to service, maintain and make minor repairs to fire apparatus and firefighting equipment; to fight fires, and to do fire prevention work; and to do related work as required.

SUPERVISION RECEIVED/EXERCISED: Works under the administrative direction of the Fire Captain; serves as Acting Fire Captain in his/her absence.

PRIMARY DUTIES AND RESPONSIBILITIES:

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

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

- The Fire Engineer safely operates apparatus during emergency and non-emergency driving situations.
- Cleans and maintains emergency vehicles and equipment at their assigned station or any other areas assigned to them.
- Properly operates a water pump and water flow through fire hose and appliances.
- Instructs Firefighters in the duties of an Engineer.
- Completes daily apparatus check out logs.
- Completes repair requests forms as needed.
- Completes any other reports as needed.
- Inspects equipment and makes adjustments and repairs.
- Tests water pumps and hoses as needed; administers first aid.
- Operates two-way radio.
- Cleans quarters and equipment.
- Participates in fire drills and exercises.
- Makes inspections of public buildings and prepares reports.
- Obeys, and as required, transmits orders; occasionally acts as relief Captain.
- Performs other duties as assigned or required.

MINIMUM QUALIFICATIONS:

Education and Experience:

Departmental certification as a Relief Engineer for the City of Compton and completion of California State Fire Marshal Apparatus Operator 1A & 1B is required; College level courses in fire hydraulics and fire apparatus is desirable; AND three (3) years of experience as a firefighter in a municipal fire department.

DRAFT - EXHIBIT 2

City of Compton
Fire Engineer

Required Licenses or Certifications:

- Must possess a valid California Class B restricted driver's license with Air Brake and Tanker endorsements or Class C with Firefighter endorsement.
- Must maintain a current DL51A Medical Card.
- Possession of a current Emergency Medical Technician certification or paramedic license approved by the Los Angeles County Emergency Medical Services Agency at the time of application and maintain valid certification in good standing throughout employment in this classification.

Required Knowledge of:

- City organization, operations, policies and procedures.
- City Code, City Ordinances, Standard Operating Manual, personnel policies and procedures, and applicable Memoranda of Understanding.
- Principles and techniques of fire department organization and administration.
- Methods of fire fighting, fire inspection and fire prevention.
- Geography, types of building construction, major fire hazards, water supply, fire and building laws and zoning regulations of the City.
- Appropriate safety precautions and procedures.
- Laws and regulations related to hazardous materials.
- Organizational and management practices applicable to the analysis and evaluation of programs, policies and operational needs.
- Principles and practices of organization, administration and personnel management.
- Principles and practices of budget preparation and administration.

Required Skill in:

- Establishing and maintaining effective working relationships with staff, City departments, elected officials, regulatory agencies, contractors, community groups, local businesses, and the general public.
- Developing and administering budgets and monitoring expenditures.
- Supervising, leading, and delegating tasks and authority.
- Responding effectively to emergency situations.
- Operating a fire apparatus safely and skillfully in accordance with traffic laws and ordinances.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Effective verbal and written communication.

Physical Demands / Work Environment:

- Some work is performed in a standard office environment.
- Work may be performed outdoors with time spent in moderate to high temperatures (above 90 degrees) with exposure to environmental hazards associated with emergencies.
- Work requires lifting, carrying, stooping, lying, driving and on occasion climbing.
- Moderate finger dexterity and near vision is required.
- Work may involve exposure to wet surfaces, smoke, fire, occasional loud noise and dust.

DRAFT - EXHIBIT 2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR JA SALAZAR CONSTRUCTION AND SUPPLY CORPORATION FOR THE ABANDONMENT OF A SECTION OF EXISTING WATER MAIN AND INSTALLATION OF A NEW WATER MAIN AT ROSECRANS AND WILLOWBROOK ($66,202.50)

WHEREAS, the Compton Municipal Water Department ("Department") is responsible for operating and maintaining the water system within the City's service area, requiring the Department to make repairs to water mains when there are leaks; and

WHEREAS, Department staff learned of a leak of a section of water main on Rosecrans near the intersection of Willowbrook, and while staff has isolated the section of water main in Rosecrans Avenue to stop the leak, in doing so it is causing water flow and pressure issues in other parts of the water distribution system; and

WHEREAS, the involved section of water main is under several electrical conduits for the Metro Blue Line railroad tracks, replacement of which is beyond the capabilities of the City staff; and

WHEREAS, in order to remedy this issue the leaking section of water main will be abandoned in place and a new section of water main will be installed approximately 70 feet to the east; and

WHEREAS, the Department advertised for bids and emailed nine (9) pipeline contractors for the abandonment of an existing water main and installation of a replacement water main; and

WHEREAS, a mandatory Pre-Bid meeting was conducted on September 6, 2018, of which only two (2) contractors attended and when bids were opened on September 26, 2018, only one (1) bid was submitted from Salazar in the amount of $63,050.00; and

WHEREAS, staff reviewed the bid submitted and found it to be responsive, responsible and at a reasonable price and therefore, recommends that the City Council award the contract to this vendor; and

WHEREAS, staff recommends that a five (5%) percent contingency in the amount of $3,152.50 be authorized for this project; and

WHEREAS, funds are allocated in the 2018-2019 Fiscal Year budget in Account No. 5003-880-000-4249 for this expenditure.

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

Section 1. That the bid of JA Salazar Construction and Supply Corporation, in the amount of Sixty Three Thousand Fifty Dollars ($63,050.00) is hereby accepted. is hereby accepted and all other bids rejected.

Section 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a construction contract with JA Salazar Construction and Supply Corporation for abandonment of an existing water main and installation of a replacement water main in Rosecrans Avenue near the intersection of Willowbrook Avenue.

Section 3. That a purchase order in the amount of $63,050.00 is authorized to be established for JA Salazar Construction and Supply Corporation for the abandonment of an existing water main and installation of a replacement water main.

Section 4. That a contingency amount of up to $3,152.50 is hereby authorized.

Section 5. That funds for this expenditure are available in the Compton Municipal Water Department's Fiscal Year 2018-2019 budget in Account No. 5003-880-REV-4249.

Section 6. That this project is Exempt under the California Environmental Quality Act (CEQA) Section 15301 as a Class 1 project and to file a Notice of Exemption.

Section 7. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, City Controller and Compton Municipal Water Department.

Section 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

December 18, 2018

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **BRIAN 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 CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR JA SALAZAR CONSTRUCTION AND SUPPLY CORPORATION FOR THE ABANDONMENT OF A SECTION OF AN EXISTING WATER MAIN AND INSTALLATION OF A NEW WATER MAIN AT ROSECRANS AND WILLOWBROOK ($66,202.50)**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a construction contract with and establish a purchase order in the amount of Sixty Three Thousand Fifty Dollars ($63.050.00) for JA Salazar Construction and Supply Corporation ("Salazar") for the abandonment of two (2) sections of an existing water lines and installation of new water lines an Rosecrans Avenue near the intersection of Willowbrook Avenue, and provide for a contingency amount of Three Thousand One Hundred Fifty Two Dollars and Fifty Cents ($3,152.50).

BACKGROUND

Compton Municipal Water Department ("Department") staff learned of a leak in a section of water main on Rosecrans near the intersection of Willowbrook. Staff has isolated the section of water main in Rosecrans Avenue to stop the leak, but in doing so it is causing water flow and pressure issues in other parts of the water distribution system. The involved section of water main is under several electrical conduits for the Metro Blue Line railroad tracks, replacement of which is beyond the capabilities of the City staff.

In order to remedy this issue the leaking section of water main will be abandoned in place and a new section of water main will be installed approximately 70 feet to the east.

STATEMENT OF THE ISSUE

The Department advertised for bids and emailed nine (9) pipeline contractors for the abandonment of an existing water main and installation of a replacement water main. A mandatory Pre-Bid meeting was conducted on September 6, 2018, of which only two (2)

contractors attended. Bids were opened on September 26, 2018, with only one (1) bid submitted from Salazar in the amount of $63,050.00. Staff reviewed the bid submitted and found it to be responsive, responsible and at a reasonable price and therefore, recommend that the City Council award the contract to this vendor.

At times construction projects encountered unexpected field conditions that have resulted in the need for work beyond the scope of the project as originally designed and bid. Therefore, staff recommends that a five (5%) percent contingency in the amount of $3,152.50 be authorized for this project. The total amount requested to be encumbered for this project is $66,202.50.

FINANCIAL IMPACT

Funds for this expenditure are available in Account 5003-880-REV-4249 (Special Department Expense) in the amount of $66,202.50.

ALTERNATIVE

Council may adopt a resolution rejecting the bid and instruct staff to re-advertise the project.

RECOMMENDATION

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

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

APPROVED FOR FORWARDING:

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

CONSTRUCTION SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
JA SALAZAR CONSTRUCTION AND SUPPLY CORPORATION
[Rosecrans/Willowbrook Main Abandonment/Replacement Project]

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **JA SALAZAR CONSTRUCTION AND SUPPLY CORPORATION** (hereinafter referred to as "**CONTRACTOR"**) located at 613 North Harbor Boulevard, La Habra, California 90631, (each a "Party" and collectively, the "Parties").

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the law of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed (State Lic. No. 748587) by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement.

C. City and Contractor enter into this Agreement for the purpose of retaining JA Salazar Construction and Supply Corporation (Contractor) to perform that work required pursuant to the Rosecrans/Willowbrook Main Abandonment & Replacement Project.

D. Authorization to enter into this Agreement is pursuant to Resolution No. _____ adopted by the City Council on _____, 2018.

WHEREFORE, the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as set forth below:

1.0 GENERAL PROVISIONS

1.1 Definitions.

1.1.1 "Work" consists of all of the Construction Services, including but not limited to all of the labor, materials and equipment necessary to complete the Project in accordance with the Contract Documents.

1.1.2 "Contract Documents" consists of this Agreement (interchangeably "Contract"), (including all exhibits and schedules), any amendments and clarifications issued thereto, the "Notice Inviting Bids," "Instructions to Bidders," any "Supplementary Instructions to Bidders," and any addendum(s) and supplements thereto issued by the City, the "Proposal" and any "Bid/Unit Price Proposal" submitted by the Contractor, the plans, general conditions, special provisions, standard and technical specifications, schedules, exhibits, drawings, designation of

subcontractors, information required of bidder, all required bonds, insurance policies, endorsements, certificates, permits, notices and affidavits, notice to proceed, notice of completion, any Change Orders, the provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition (except as modified), Standard Specifications of the State of California Department of Transportation (CalTrans), latest Edition (except as modified), Work Area Traffic Control Handbook (WATCH), latest Edition, CalTrans Standard Drawings, latest edition, Manual on Uniform Traffic Control Devices (MUTCD), latest Edition, MUTCD Latest California Supplement, and any and all other documents identified in the Contract Documents which together form the agreement between the City and the Contractor.

1.2 Public Work of Improvement.

City and Contractor acknowledge that City is a political subdivision of the State of California and that construction of the Project is to be funded with public funds.

1.3 Trust and Confidence.

Contractor accepts the obligation of trust and confidence established between it and City by this Agreement and shall act in the best interests of City, as its fiduciary, in carrying out Contractor's duties and responsibilities under this Agreement, including, without limitation, the furnishing of efficient business administration, sufficient senior level management and other qualified personnel to complete Contractor's obligations under the Contract Documents in an expeditious and economical manner and within the Contract Price and Contract Time.

1.4 Standard of Care.

Contractor shall perform all its obligations under the Contract Documents in accordance with the highest standard of care applicable to the performance of services and Work required by the Contract Documents. In the event portions of the Project are to be performed in accordance with a specific performance standard, the Work shall be performed so as to achieve such standard.

1.5 Compliance with Applicable Laws.

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project, and shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances, and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Contractor shall be liable for all violations of such laws and regulations in connection with the Contractor's obligations on this Project. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract

Code and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a Charter city are a part of this Agreement to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents (hereinafter "City") free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to Work required within this Contract. Contractor shall also comply with the following laws:

1.5.1 Prohibition Against Employment Discrimination. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, gender, marital status, ethnicity, religion, age or medical condition as set forth in the California Labor Code Section 177.6, Government Code, Title VII of the Civil Rights Act and the Civil Rights Act of 1991 and any amendments to the above. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, gender, marital status, ethnicity, religion, age or medical condition.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or part and the Contractor may be declared ineligible for further Government contracts and such other sanctions may be imposed and remedies invoked as provided by law.

1.5.2 Clayton Act and Cartwright Act. In accordance with Section 7103 of the California Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from the purchases of goods, services or materials pursuant to this Contract.

1.5.3 Subletting and Subcontracting. Contractor acknowledges and agrees that it is the City's intent for the provisions of the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the California Public Contract Code) to apply to all phases of the Work.

1.5.4 Prevailing Wage Requirements. This Project is a public work in the State of California, which may be funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. Contractor's

duty to pay State prevailing wages can be found under California Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractor's responsibility to ensure payment of prevailing wages and inform all subcontractors that prevailing wage requirements apply to this construction project from commencement of the Contract through completion of the Work.

.a Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work. Contractor shall forfeit to the City**,** as penalty, **Fifty Dollars ($50.00)** for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the Work provided for in this Agreement, all in accordance with the State Labor Code and be subject to debarment from future public works projects with the City for a period not to exceed three (3) years. The Contractor shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code. The Contractor shall conform to the State Labor Code and it is agreed that the Contractor shall forfeit to the City, as penalty, the sum of **Twenty Five Dollars ($25.00)** for each worker employed in the execution of this Contract by the Contractor or any subcontractors for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in one day or 40 hours in one week in violation of said article. The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, employees and agents from any and all liability including, but not limited to wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law including, but not limited to the Federal Fair Labor Standards Act, as amended, for work performed by the Contractor's employees for which the City may be found jointly or solely liable.

1.5.5 Employment of Apprentices. Pursuant to California Labor Code Section 1777.5, Contractor shall file with the appropriate Joint Apprenticeship Training Committee ("JATC"), a DAS-140 form registering to train apprentices. Only those programs approved by the California Apprenticeship Council are applicable to accept DAS-140 registration forms. In addition, Contractor is required to make appropriate training contributions as set forth in the prevailing wage determination to each appropriate JATC, or in the alternative, to the California Apprenticeship Council.

.a Contractor shall forfeit to the City**,** as penalty, **Fifty Dollars ($50.00)** for each calendar day and be subject to debarment from future public works projects with the City for a period not to exceed three (3) years for failure of Contractor to register to train apprentices or failure to pay the appropriate training contribution.

1.5.6 Certified Payrolls. Pursuant to California Labor Code Section 1776, Contractor shall keep weekly payroll records, which shall be certified under penalty of perjury to record the proper payment of prevailing wages for this Project. City shall accept computer printouts (which are then certified) in lieu of the standard form as long as the computer printout provides all of the same information as required on the certified payroll form. Failure of Contractor to provide the certified payrolls within ten (10) days of a written deficiency notice

from the City shall result in a penalty of **Twenty Five Dollars ($25.00)** per day per worker for each day of violation. City maintains the right to withhold any and all funds due the Contractor and/or his/her subcontractors in the event that certified payrolls are not maintained and provided to the City upon request.

1.5.7 Employment Eligibility. Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of this Agreement. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors performing any work relating to this Project or this Agreement to make the verifications and comply with all requirements and restrictions provided herein. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in this Section 1.5.8. Should Contractor employ undocumented aliens for the performance of Work covered by this Agreement, and should any liability or sanctions be imposed against the City for such use of undocumented aliens, Contractor hereby agrees to and shall reimburse City for the cost of all liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

1.5.8 Water Pollution Control.

.a Best Management Practices (BMPs). Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System ("NPDES") standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its surety shall fully indemnify the City for any pollution damage and/or cleaning costs. All construction of off-site and on-site improvements shall adhere to NPDES Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems. Best Management Practices shall be defined as any program, technology, process, site criteria, operating method, measure or device which controls, prevents, removes or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

The City, as permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency and private citizens. The City may assess the Contractor a penalty of **One thousand Dollars ($1,000.00)** for each calendar day that the Contractor has not fully implemented the BMPs specified for the contract and/or is otherwise in noncompliance with these provisions. In addition, the City will deduct, from the final payment due the contractor, the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

1.5.9 Upon City's request, Contractor shall furnish evidence satisfactory to City that any and all of the foregoing obligations have been fulfilled. Without limiting the foregoing, Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work.

1.6 Key Personnel.

1.6.1 Contractor's Representative. Contractor hereby designates **Jose Salazar, President** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

1.6.2 City's Representative. City hereby designates **Brian Dickinson, General Manager of the Compton Municipal Water Department** or his/her designee as City's Representative for this Project.

1.7 Independent Contractor.

Contractor shall be an independent contractor, and neither Contractor, its officers, principals, employees, agents, volunteers and subcontractors (collectively hereinafter the "Contractor"), shall be considered employees or agents of City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

1.7.1 Contractor verifies that it possesses a **"Class A"** Contractor's License(s) adequate to perform the Work herein described and that all subcontractors of Contractor have equivalent licenses for their specific trades. Contractor further verifies that it and its subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under the Labor Code.

1.8 Permits.

Contractor understands and assumes all risk and sole responsibility, without any adjustment to the Contract Price or Contract Time, for obtaining all permits, licenses and approvals that may be necessary for the Project to be completely constructed and ready for acceptance or occupancy by City.

Prior to or at the time of execution of this Agreement, the Contractor, and all Contractor's subcontractors, shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code* and obtain applicable no-fee construction permits.

2.0 SCOPE OF SERVICES

2.1 It is the mutual understanding of the Parties that all construction services to be performed hereunder shall be performed pursuant to the fee schedule, scope of work, the City Engineer and/or Project Manager, and other requirements contained in the Contract Documents. Contractor agrees to provide and furnish all necessary professionals, managers, supervisors, staff, equipment, materials, supplies, manufactured articles, laborers, necessary tools, expendable equipment, all utility, transportation and services, including fuel, power, water and essential communications and other facilities required for fulfillment of this Contract to complete the following Work:

Rosecrans/Willowbrook Main Abandonment & Replacemnt Project

Work generally includes, but is not limited to: (a) cut and plug water amin in two (2) locations – one 4" and one 8"; (b) excavate and install approximately 70 linear feet of 8" Ductile Iron pipe and fittings, connecting to newly installed 8" Gate Valve on one end and connecting to an existing 4" Cast Iron main; (c) excavate and install 16" x 8" Tapping Saddle and 8" Gate Valve; disinfection of new water main per AWWA Standard C651-14; (d) repave excavated areas; and, (e) restripe traffic control areas.

2.2 Management of Construction Work.

In addition to the Construction Work, Contractor shall cooperate with the City, City's Engineer and/or any construction management firm it may utilize as concerns and is incidental to construction projects of the nature and scope of this Project. The services required are not intended in any manner to diminish the overall responsibility of Contractor for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

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

3.0 CONTRACT PRICE

3.1 Total Compensation.

As full and complete compensation for the faithful performance of all of the Work hereunder performed by Contractor in accordance with the Contract Documents, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **Sixty Three Thousand Fifty Dollars ($63,050.00)** ("Contract Price")**,** subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

3.2 The Contract Price, unless changed by a properly authorized and written Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor are concerned. Should additional amounts be required to be expended, over and above the Contract Price, to achieve completion of the Work, including project construction, and payment to Contractor, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract surety herein, and City shall not be liable for same. Should the final cost of the construction work and Contractor's compensation total less than the Contract Price, or any approved revision thereof, the difference shall inure to the benefit of City and no claim for all or any portion of said difference shall be valid against or payable by City.

3.3 Payments.

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

Contractor shall be reimbursed in accordance with the provisions of *California Public Contract Code, Section 20104.50*, upon receipt by the City of itemized invoices for services completed. City will verify the accuracy of the request, correct the charges where appropriate and make payment to the Contractor in an amount equal to the amount of such invoice, as verified or corrected by City. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which the Contractor is billing. Invoices shall be delivered or mailed to the **General Manager, Compton Municipal Water Department** or his/her designee at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

3.4 Retention.

Contractor agrees to the withholding of a 5% retention fee by the City**.** Unless there is a dispute, within sixty (60) days after the date of completion of the Work, the retention fee shall be released. If there is a dispute, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount. For purposes of this section, "completion" means any of the following:

- The occupation and use of the improvement by the City after cessation of labor on the Work; or
- The acceptance of the Work by the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 100 days, due to factors beyond the control of the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 30 days if the City files for record a notice of cessation or a notice of completion.

-Or-

Pursuant to *Section 22300 of the Public Contract Code*, this Contract permits the substitution of securities for any monies withheld by a public agency to ensure performance under this Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Securities eligible for investment under this section shall include those listed in *Government Code Section 16430* or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, Contractor may request the City to make payment of earned retentions directly to the escrow agent at the expense of Contractor. Also at Contractor‘s expense, Contractor may direct investment of the payments in securities, and Contractor shall receive interest earned on such investment upon the same conditions as provided for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest and payments received by escrow agent from the City pursuant to the terms of Section 22300. Contractor shall pay to each subcontractor, not later than 20 days after receipt of such payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure performance of Contractor.

3.5 Contractor’s Warranty of Contract Price.

Contractor warrants and represents that the Contract Price, includes without Limitation: (i) all overhead, general and administrative expenses, including without limitation, both on-site and off-site direct job expenses and home office overhead for the Project and all fees and assessments for building and other permits for which Contractor is responsible, licenses and inspections required for the Project, and (ii) includes and assumes that from time to time Contractor will encounter delays, difficult conditions arising from limited access to work areas or other interferences for which responsibility is not otherwise attributable to Contractor and unforeseen conditions at the Site not constituting differing site conditions. Except as otherwise provided in the Contract Documents, Contractor assumes full responsibility for its examination, investigation and understanding of such delays and difficulties which may be encountered, and shall be deemed to have included in its Contract Price a sum to cover the cost and expense associated therewith.

4.0 TIME

4.1 Time of Essence.

Time is of the essence with respect to all time limits set forth in the Contract Documents.

4.2 Commencement.

4.2.1 Construction Services. Contractor agrees to commence the Work provided for herein within __ **calendar days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Director of his/her designee, and continue in a diligent, professional and worker-like manner as directed by the City without interruption until the work is completed or within a total of **80 working days** (this period is inclusive of time to procure needed materials, mobilization, etc.), whichever occurs first, unless this Agreement is extended, suspended or terminated as provided herein.

.a Notwithstanding any other provisions of this Contract, Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to issuance of a Notice to Proceed. The City's knowledge of work being performed prior to issuance of the Notice to Proceed shall not obligate the City to accept or pay for such work. Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work pursuant to this Contract.

4.3 Extensions.

The Contract Time shall not be extended except by a properly authorized and written Change Order issued in accordance with the Contract Documents.

4.4 Compensation for Delay.

4.4.1 Sole Remedy. Extensions of time adjusting the Contract Time shall be Contractor's sole and exclusive remedy for delay for reasons beyond its reasonable control.

4.5 Liquidated Damages.

IF CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE PERIODS OF TIME REFERRED TO IN PARAGRAPH 4.2.1 OF THIS AGREEMENT (AS ADJUSTED BY CHANGE ORDER FOR EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS), CITY WILL INCUR DAMAGES, THE AMOUNT OF WHICH WILL BE DIFFICULT OR IMPOSSIBLE TO ESTABLISH WITH CERTAINTY, INCLUDING BUT NOT LIMITED TO INEFFICIENCY AND DISRUPTION OF CITY'S OPERATIONS. THE PARTIES THEREFORE AGREE THAT FOR EACH DAY PAST THE COMPLETION DATES REFERRED TO IN PARAGRAPH 4.2.1 (AS ADJUSTED BY CHANGE ORDER FOR THE EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS) THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE, CONTRACTOR SHALL PAY CITY THE SUM OF SEVEN HUNDRED FIFTY DOLLARS ($750.00) FOR EACH CALENDAR DAY DELAYED BEYOND THE TIME PRESCRIBED FOR FINISHING THE WORK AS LIQUIDATED DAMAGES. THIS SUM REPRESENTS A REASONABLE EFFORT TO ESTIMATE FAIR COMPENSATION FOR THE FORESEEABLE LOSSES CITY WILL INCUR ON ACCOUNT OF DELAYS IN SUBSTANTIAL COMPLETION OF THE WORK AND IS NOT A PENALTY. IF LIQUIDATED DAMAGES ARE NOT PAID, THE CITY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONEY DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR UNDER THIS AGREEMENT IN ADDITION TO ANY OTHER REMEDY AVAILABLE TO THE CITY.

CONTRACTOR SHALL NOT BE ASSESSED LIQUIDATED DAMAGES IF THE DELAY IS CAUSED BY ACTS OF GOD WHICH COULD NOT REASONABLY HAVE BEEN FORESEEN OR GUARDED AGAINST; STRIKES, BOYCOTTS OR LIKE OBSTRUCTIVE ACTIONS BY CONTRACTOR'S OR IT'S SUBCONTRACTOR'S EMPLOYEES WHICH ARE BEYOND CONTRACTOR'S CONTROL; FAILURE OF CITY TO PERFORM; OR FAILURE OF A PUBLIC UTILITY TO RELOCATE OR REMOVE AN EXISTING UTILITY REQUIRED FOR PERFORMANCE OF THIS CONTRACT. CITY AND CONTRACTOR HEREBY INDICATE THEIR AGREEMENT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION:

_____	_____
City of Compton – City Manager	**Contractor – JA Salazar Construction & Supply Corp.**

4.6 Construction Schedule.

Contractor shall prepare and submit to City a detailed Construction Baseline Schedule (showing all milestones with critical activities on the Baseline Schedule) for each street segment(s) and/or location(s) identified and requested for repairs and Work prior to commencing construction. No Work shall be started until the Schedule has been approved in writing by the City. The Construction Schedule shall be prepared, utilizing a time-scaled bar chart showing continuous flow from left to right and major milestones which are critical to the completion of the construction of the project and a clearly highlighted critical path. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each activity. Activities shall be in sufficient detail to demonstrate a practical plan to complete the construction within the Contract Time. There shall be no extension of time granted due to delay caused by inability to obtain materials without the advance written approval of the Public Workers Director or his/her designee.

4.7 City Review Periods.

All schedules prepared by Contractor, shall include such City review periods as are required by the nature of the work and/or as requested by the City. Contractor shall in all cases deliver to City prior to commencement of a City review period a written request for review, accompanied, if appropriate, by the document, question or other information requiring the City or Architect review, response, approval or consideration. For purposes of determining compliance with the City review periods, if Contractor does not deliver its request for review before the first day of a City review period scheduled in the governing schedule, the City review period shall not commence until Contractor delivers such request and the respective City review date shall be extended (without any corresponding adjustment to the Contract Time) on a day-for-day basis until Contractor delivers such request to the proper entity from which a response, review or approval is sought. To the extent that such an extension causes delay to Contractor's performance within the Contract Time, such delay shall be deemed an inexcusable delay.

4.8 Governmental Authority Review Periods.

Contractor shall include in all of the schedules it prepares estimates of the time required for governmental authorities to inspect, review and approval of the Work while in progress. Contractor is solely responsible for the sufficiency and accuracy of its estimates of time for all governmental authority review periods.

5.0 CONSTRUCTION PHASE

5.1 General.

5.1.1 Contractor shall completely perform, to City's satisfaction, all of the Work in accordance with this Agreement and other Contract Documents.

5.1.2 Unless otherwise provided in the Contract Documents, Contractor shall furnish, or cause to be furnished, and shall pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

5.1.3 Contractor shall attend meetings with City as frequently as is necessary to the expeditious performance of the Work for the purpose of discussing construction issues which may arise during the Project.

5.2 Supervision of Work.

Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

5.3 Permits, Approvals, Licenses and Notices.

Contractor shall obtain and pay for (i) all permits, approvals, licenses and easements; and (ii) government charges and inspection fees pertaining to the construction of the Project.

5.4 Safety.

5.4.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work.

5.4.2 Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

.a Employees and all other persons at the Site;

.b Materials and equipment stored on the Site or off the Site at locations for use in performance of the Work; and

.c The Project and all property located at the Site, whether or not said property or structures are part of the Project or involved in the Work.

5.4.3 Contractor shall designate an individual at the Site in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

5.4.4 Losses not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.

5.4.5 If City deems any part of the Work or Site unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the Work or take corrective measures. Neither City's order nor Contractor's action in response thereto shall be the basis for adjustment in the Contract Price or Contract Time.

5.4.6 Should this work involve digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

.a Material the Contractor believes may be material that is hazardous waste, as defined in *Section 25117 of the Health and Safety Code that* is required to be removed to a Class I, Class II or Class III disposal site.

.b Subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to bidders prior to deadline for submitting bids.

.c Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

5.4.7 Contractor represents that in advance of the excavation of any trench deeper than five (5) feet, it shall submit for acceptance by the City or a registered civil or structural engineer, employed by the City, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

5.5 Substitutions.

There shall be no substitutions in the Work or procedures or methods specified by the Contract Documents for performing the Work, unless Contractor first receives written approval for such substitution from City.

5.6 Trade Contractors.

5.6.1 If applicable, Contractor shall employ only Trade Contractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Each Trade Contractor, of every tier, shall be fully bound to the Contract Documents in the same manner as Contractor is bound to City for all the requirements of the Contract Documents to the extent applicable to the Trade Contractor's portion of the Work.

5.6.2 Contractor assumes responsibility for the proper performance of the Work of Trade Contractors, of every tier, and any acts or omissions in connection with such performance. Contractor shall coordinate the activities of all Trade Contractors, of every tier.

5.7 Separate Contractors.

5.7.1 Contractor agrees to reasonably cooperate with, and coordinate its activities so as not to interfere with, those Separate Contractors performing work at the Site, so that the Project can be completed in an orderly and coordinated manner without delay.

5.7.2 If any part of the Work depends upon other work performed by Separate Contractors, Contractor shall, prior to proceeding with that part of the Work, inspect such other work and promptly notify the City of any circumstance or fact that would render such other work unacceptable for the proper performance of the Work. Contractor shall not proceed with such part of the Work without further direction from the City. Contractor shall be liable for losses incurred due to any defects in such other work not so reported by Contractor.

6.0 ACCOUNTING RECORDS

6.1 Access.

Contractor shall keep, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to keep, full and detailed accounts in accordance with the requirements of the Contract Documents and exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar Projects and be satisfactory to City and shall include preservation of such records for a period of four (4) years after final completion of the Work, or for such longer period as may be required by law.

Contractor shall allow, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to allow, City or its authorized representative(s) and accountants, within twenty-four (24) hours after requested by City, to

inspect, audit or reproduce any and all records relating to the Project. Such records shall include all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, including without limitation the following: agreements; purchase orders; leases; contracts; commitments; arrangements; notes; schedules; daily diaries; superintendent reports; drawings; receipts; vouchers; memoranda; accounting records; job cost reports, job cost files (including documentation covering negotiated settlements); backcharge logs; general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends; any documents customarily maintained by contractors performing work on a cost plus a fee basis; other documents that City otherwise deems necessary to substantiate charges or claims related to the Project.

6.2 Enforcement.

Contractor hereby consents and agrees that any failure by Contractor to provide access to records as provided in this Article 6.0 shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony, to compel Contractor to permit access, inspection, audit and/or reproduction of the records or to require delivery of the records to City for inspection, audit and/or reproduction.

7.0 INDEMNITY, BONDS

7.1 Indemnity.

7.1.1 General Indemnity. To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify, and hold harmless City, its City Council, boards and commissions, officials, officers, agents, employees, representatives, insurers and volunteers (hereinafter collectively referred to as "City") through legal counsel acceptable to City, from and against any and all Losses arising directly or indirectly from, or in any manner relating to, any of the following: (i) any act or omission (negligent or otherwise) of Contractor, or by its Trade Contractors, of any tier; (ii) performance or nonperformance by Contractor or its Trade Contractors, of any tier, of any of the obligations under this Agreement or the other Contract Documents; (iii) the construction activities of Contractor, or its Trade Contractors, of any tier, either on the Site or on other properties; (iv) the payment or nonpayment of money by Contractor, or by any of its Trade Contractors, of any tier; or (v) any personal injury, property damage or economic loss to third persons or entities associated with the performance or nonperformance by Contractor, or any of its Trade Contractors, of any tier; provided, however, that nothing contained herein shall be construed as obligating Contractor to indemnify the City for losses resulting from the City's sole negligence, active negligence or willful misconduct. Contractor shall pay City for any costs incurred in enforcing the defense and/or indemnity obligations under this provision. Nothing in this Section 7.1 shall be construed to give rise to any implied right of indemnity in favor of Contractor against the City.

7.1.2 Survival. The provisions of Paragraph 7.1.1 shall survive complete performance or termination of this Agreement.

7.1.3 Severability. The invalidity of any portion of Paragraph 7.1.1 shall not affect or render unenforceable any other portions thereof.

7.2 Bonds.

7.2.1 Bond Forms. Prior to commencing any construction of the Work, Contractor shall file with City good and sufficient "Labor and Material Payment" and "Performance" bonds in the amount of one hundred percent (100%) of the Contract Price for each. Contractor shall take steps to assure that the penal sum of the bonds shall be increased by the amount of any additive adjustments to the Contract Price due to Change Orders. The bonds shall be on forms satisfactory to and approved by City, signed by both Contractor and surety and properly notarized. Should any bond required hereunder or any surety on such bond become or be determined by City to be insufficient, it shall be replaced within ten (10) days by a bond that fully complies with the requirements of this Paragraph 7.2.1. No further payments to Contractor for work performed shall be made or become due until Contractor has fully complied with the requirements of this Section 7.2.

7.2.2 Duration. The payment bond shall remain in effect until sixty (60) days after final completion of the Work and all claims by Contractor and Trade Contractors, of every tier, have been satisfied. The performance bond provided by Contractor shall remain in effect for the duration of the period of all warranties required by the Contract Documents and shall assure faithful performance of all of Contractor's obligations under the Contract Documents, including, without limitation, all obligations that survive final completion or termination, such as but not limited to Contractor's obligations under its warranties, guarantees and to defend and indemnify City.

7.2.3 Premiums. The premiums for all bonds are included in the Contract Price and shall be paid by Contractor.

7.2.4 Obligees. The performance and payment bonds shall name City as obligee.

7.2.5 Changes. Change Orders, Field Orders, Modifications, Scope Changes and other Changes in the Work and adjustments to the Contract Price or Contract Time shall in no way release or exonerate Contractor or its sureties from their obligations and notice thereof shall be waived by such sureties.

7.2.6 Communications. City shall have the right to communicate with Contractor's sureties with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Such communications shall not create or be interpreted as creating any contractual relationship between City and any such surety.

8.0 INSURANCE

8.1 Insurance Requirements. The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor

to commence work on any subcontract until it has secured all insurance required under this Section 8.0.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

8.2 Minimum Scope of Insurance. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work.

All insurance required hereunder shall be primary with respect to any insurance maintained by the City and shall not call on the City's program for contributions. Program(s) of insurance shall include:

8.2.1 Commercial General Liability. Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 11 88, with minimum limits of at least **One Million Dollars ($1,000,000.00)** per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. Products and completed operations coverage shall be maintained for a minimum of two years after completion of the Work.

.a The policy shall contain no endorsements or provisions limiting coverage for (1) explosion, collapse or underground hazard (XCU); (2) products and completed operations; (3) contractual liability; (4) third party action over claims; (5) cross liability exclusion for claims or suits by one insured against another; or (6) contain any exclusions contrary to the Contract.

8.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 06 92 covering "Any Auto" (Symbol 1) with minimum limits of **One Million Dollars ($1,000,000.00)** each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements

should stipulate "Automobile Liability Insurance with a limit of not less than $1,000,000 each accident."

8.2.3 Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than **One Million ($1,000,000.00)** per accident for bodily injury and disease. Workers' Compensation and Employer's Liability insurance may not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

8.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

8.3.1 The policy or policies of insurance required by Section 8.2.1 (Commercial General Liability) shall be endorsed to provide the following:

.a Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be named as ***"additional insured"*** with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

.b Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Contract.

.c Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

8.3.2 The policy or policies of insurance required by Section 8.2.2 (Automobile Liability) shall be endorsed to provide the following:

.a Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

8.3.3 The policy or policies of insurance required by Section 8.2.3 (Workers' Compensation) shall be endorsed to provide the following:

.a Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

.b Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

8.4 Waiver of Subrogation. Required insurance coverage's shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all

subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

8.5 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

8.6 Evidence of Insurance. The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

8.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

8.8 Insurance for Subcontractors. All subcontractors shall be included as additional insured's under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an ***"additional insured"*** to the subcontractor's policies. Contractor shall submit proof of compliance with this provision upon request of the City.

8.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

9.0 CHANGE ORDERS

9.1 Changes. City has the right, in its sole discretion, to make whatever changes it deems necessary or desirable to the Work; no change ordered by City shall entitle Contractor to an adjustment of the Contract Price or Contract Time unless it constitutes a Scope Change.

9.2 Change Orders. A Change Order is a duly authorized written order signed by City and Contractor, and issued after execution of this Agreement, authorizing an adjustment in the Contract Price and/or Contract Time. The Contract Price and Contract Time can be adjusted only by Change Order. No action, conduct, omission, prior failure or course of dealing by City shall act to waive, modify, change or alter the requirement that Change Orders must be duly authorized and in writing signed by City.

10.0 CERTIFICATIONS

10.1 Certification of Contractor. I, **Jose Salazar**, **HEREBY CERTIFY** that I am the **President**, and duly authorized representative of the Contractor firm of **JA Salazar Construction and Supply Corporation** and that, except as hereby expressly stated, neither I nor the above firm that I represent have: (i) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor (ii) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor (iii) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Agreement.

10.2 Debarment and Suspension Certification. The Contractor, under penalty of perjury, certifies that, except as noted below, he/she/it or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

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

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

[Supply exceptions on separate page]

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

~~**[Attach separate page]**~~

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. The above certifications are part of this Contract. Signing this Agreement on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____

Jose Salazar, President **(Date)**

11.0 DEFAULT AND TERMINATION

11.1 Default by Contractor.

11.1.1 Notice of Default. Without limitation to any of City's other rights or remedies at law or in equity, City shall have the right to terminate this Agreement in the event that Contractor fails or refuses to perform any of the obligations set forth in this Agreement or the other Contract Documents, and fails to cure such default in the manner required hereafter.

11.1.2 Opportunity to Cure Default. Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) business days after receipt of written notice of such default from City; provided, however, that if the breach cannot reasonably be cured within such time then Contractor will commence to cure the breach within two (2) days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) calendar days after receipt of such written notice.

11.2 City's Rights and Remedies Upon Default.

11.2.1 Remedies Upon Default. In the event that Contractor fails to cure any breach of this Agreement within the time periods set forth above, then City may pursue any remedies available under law or equity, including, without limitation, the following:

.a Delete Certain Services. City may, without terminating this Agreement, delete certain portions of the Work, reserving to itself all rights to recover losses related thereto.

.b Perform and Withhold. City may, without terminating this Agreement, engage others to perform the Work or portion of the Work that has not been performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to recover losses related thereto.

.c Suspend this Agreement. City may, without terminating this Agreement and reserving to itself all rights to recover losses related thereto, suspend all or any portion of this Agreement for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Price or Contract Time, and shall have no liability to Contractor for adjustment to the Contract Price, Contract Time, or for losses, if City directs Contractor to resume Work.

.d Terminate this Agreement. City may terminate all or any part of this Agreement for cause according to the notice provisions set forth in this Agreement, reserving to itself all rights to recover losses related thereto.

.e Invoke the Performance Bond. City may, with or without terminating this Agreement and reserving to itself all rights to recover losses related thereto, exercise its rights under the Contractor's performance bond.

11.2.2 Rights Cumulative. All of City's rights and remedies under this Agreement are cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as "material" shall not be construed as implying that other breaches not so designated are not material nor shall such designations be construed as limiting City's right to terminate or the exercise of its other rights or remedies for default to only material breaches. City shall determine whether there has been noncompliance with the Contract Documents so as to warrant exercise by City of its rights and remedies for default. No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

11.2.3 Monies. In the event of a termination or suspension of all or a portion of the Work due to a default by Contractor, City shall have the right, without releasing Contractor or its sureties from liability for failure to fulfill this Agreement, to withhold all or a portion of the monies owing or retained until final completion of the Work. Any cost over and above the Contract Price arising from the suspension of operations of this Agreement and the completion of the Work shall be paid by Contractor's sureties. Contractor will be paid any surplus monies remaining after all contract disputes have been resolved and finally determined.

11.2.4 Delays by Sureties. Without limitation to any of City's other rights or remedies under the law or in equity, City has the right to suspend the performance by Contractor's sureties in the event of any of the following: (i) failure of the sureties to begin work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (ii) abandonment of the Work; (iii) if at any time City is of the opinion the Work is unnecessarily or unreasonably delayed; (iv) willful violation of any terms of this Agreement; (v) failure to perform according to this Agreement or the other Contract Documents; or (vi) failure to follow instructions of City for performance of the Work within the Contract Time. City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the operation or any part thereof of Contractor's sureties.

11.2.5 Contractor Obligations. Upon receipt of a notice of termination for default, Contractor shall, unless the notice states otherwise, perform each of the obligations set forth in Paragraph 11.4.1, below.

11.2.6 Damages to City.

.a Reservation of Remedies. City will be entitled to all damages available under the law, and all rights in equity, in the event of Contractor's breach of this Agreement or the other Contract Documents.

.b Deductions. If City suffers a loss due to Contractor's nonperformance, then such loss shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon completion of the Project. If the loss incurred by City exceeds the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

.c No Release. If, however, City elects to terminate this Agreement for cause, all monies due Contractor or retained under the terms of the Contract Documents shall be forfeited to City. Such forfeiture shall not release Contractor or its sureties from liability for failure to fulfill this Agreement. Contractor and its sureties will be credited with the amount of monies forfeited toward any greater sum they may be liable for in connection with Contractor's default.

11.3 Suspension by City for Convenience. City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the written order. Without limitation to the foregoing, Contractor acknowledges that issuance of a suspension order by City due to circumstances relating to City's compliance with the California Environmental Quality Act is foreseeable and that such suspension order, regardless of its duration, shall not be considered a breach by City of this Agreement. Upon receipt of a suspension order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the suspension order during the period of work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the suspension order or it shall have the right, without incurring a liability to Contractor for lost profits or consequential damages, to delete the Work covered by such suspension order by issuing a Change Order.

11.3.1 Resumption. If a suspension order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued adjusting the Contract Price and/or the Contract Time for additional costs of work and delay necessarily caused by such suspension.

11.3.2 Suspension Order Required. The provisions of this Section 11.3 shall not apply if a suspension order is not issued by City. A suspension order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

11.4 Termination Without Cause. City shall have the option, at its sole discretion and without cause, to terminate this Agreement in part or in whole by giving thirty (30) days' written notice to Contractor as provided herein. Contractor agrees to accept such sums as allowed under this Section 11.4 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, Loss of anticipated profits, Loss of revenue, lost opportunity, or other consequential, direct, indirect, incidental Losses or damages, of any kind.

11.4.1 Contractor Obligations. Upon receipt of notice of termination without cause, Contractor shall, unless the notice directs otherwise, do the following:

.a Immediately discontinue performance to the extent specified in the notice;

.b Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of its obligations as is not discontinued;

.c Provide to City a description, in writing no later than two (2) business days after receipt of the notice of termination, complete copies of all subcontracts, purchase orders and contracts that are outstanding, including any change orders, amendments and modifications thereto, status of payments and balance owing, the status of performance and claims by Trade Contractors, together with such other information as City may determine necessary in order to decide whether to accept assignment of, or request Contractor to terminate the subcontract, purchase order or contract;

.d Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and

.e Thereafter continue only such performance as may be necessary to preserve and protect work already completed or in progress and to protect materials and equipment on the Site or in transit thereto.

11.4.2 Final Billing. Following termination without cause and within thirty (30) days after receipt of a complete and timely billing from Contractor seeking payment of sums authorized by this Paragraph 11.4.2, City shall pay to Contractor as its sole and exclusive compensation for performance under this Agreement the following:

.a The Contract Price earned and payable as of the date of termination, less sums previously paid to Contractor;

.b Plus, reasonable costs of work of Contractor and Trade Contractors for (i) demobilizing, and (ii) administering the close out of its participation in the Project (including, without limitation, all billing and accounting functions) for a period of no longer than thirty (30) days after receipt of the notice of termination;

11.4.3 Trade Contractors. Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with its Trade Contractors permitting termination for convenience by Contractor on terms that are consistent with this Agreement and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor.

11.5 Contractor's Rights and Remedies.

11.5.1 Contractor's Remedies. Contractor may terminate this Agreement for cause only upon the occurrence of one of the following:

.a The work is stopped for one hundred sixty (160) consecutive days, through no act or fault of Contractor, any Trade Contractor, of any tier, or any employee or agent of any of them, due to issuance of an order of a court or other governmental authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

.b City fails to make payment of sums that are not in good faith disputed by City and fails to cure such default within (i) ninety (90) days after receipt of notice from Contractor notifying City of the default; and (ii) an additional thirty (30) days notice to City notifying it of its intention to terminate this Agreement.

11.5.2 Continuous Performance. Provided that Contractor is paid undisputed sums due under this Agreement, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement with City, including, without limitation, any disputes or disagreements over payments of funds that are disputed in good faith by City.

12.0 MISCELLANEOUS PROVISIONS

12.1 Warranties. Contractor warrants and guarantees all Work under this Contract (which for purposes of this section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one (1) year (or period of time specified elsewhere in this Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) following completion and the date of final acceptance of the Project, Contractor shall, within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In

addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year, commencing with the date of acceptance of such corrected Work. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. This obligation shall survive completion or termination of the Contract.

12.2 Non-Liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Contract.

12.3 Governing Law. This Agreement shall be governed by the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

12.4 Waiver of Jury Trial. Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between City and Contractor, Contractor's performance on the Project, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect. Contractor shall include this provision for waiver of jury trial right in its contracts with its Trade Contractors who provide work to the Project, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

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

12.6 Successors and Assigns. This Agreement shall be binding on successors, assigns and legal representatives of and persons in privity of contract with City or Contractor. Contractor shall not assign, sublet or transfer an interest in this Agreement without advance written approval of City. Assignment, subletting or transfer will not release Contractor from any of its obligations to City.

12.7 Interpretation. Contractor and City acknowledge that the terms of this Agreement has been mutually negotiated and that such documents shall not be interpreted against either City or Contractor on the basis that either party was responsible for or in control of the drafting of such documents.

12.8 Survival. All provisions of this Agreement which by their nature continue beyond the termination or completion of performance under this Agreement, including, without limitation, those obligations pertaining indemnification, insurance and confidentiality, shall survive and continue in force after either termination or completion of performance by Contractor.

12.9 Conflict of Interest. The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by Contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Contract, subcontract or arrangement with the City. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the City, any other Contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the City interest and the interests of the third parties.

12.10 Copyrights. No report, maps, or other documents produced in whole or in part this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the City who holds all the rights to said data.

12.11 Confidentiality of Reports. The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the City.

12.12 Employees of Contractor. The City does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Contractor will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

12.13 Patent Rights. The City will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Contractor.

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

12.15 Federal and State Withholding Taxes. Contractor shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Contractor agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision.

12.16 Entire Agreement. The Contract Documents represent the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by Change Order. Nothing contained in the Contract Documents shall be for the benefit of, create any contractual relationship with, or give rise to a cause of action in favor of any third party.

12.17 Execution Authority. The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

13.0 NOTICES

13.1 Delivery. All notices, demands or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth (5^{th}) day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one (1) business day after send by facsimile transmission.

13.2 Addresses. All notices, demands, requests or approvals from Contractor to City shall be addressed to the City at:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: General Manager, Compton Municipal Water Department
(310) 605-
(310) – Fax

with copies to:

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

All notices, demands or requests from City to Contractor shall be addressed to:

JA Salazar Construction & Supply Corporation
613 North Harbor Boulevard
La Habra, California 90631
Attn: Jose Salazar, President
(562) 691-3647 - Phone
(562) 691-1092 - Fax

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

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

JA SALAZAR CONSTRUCTION & SUPPLY CORP.
CONTRACTOR

Dated: _____ **By _____**
Jose Salazar, President

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Brian Dickinson, General Manager
Compton Municipal Water Department

Approved by:

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

Approved as to form:

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

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk

December 18, 2018

TO: **HONORABLE MAYOR AND COUNCIL MEMBER**

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

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

Recommendation: Authorize travel to attend the League of CA Cities 2019 New Mayor & Council Members Academy.

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

Location: Irvine Marriott

Meeting Date: January 30, 2019 thru February 1, 2019

Approximate Cost: Registration: $575 (Per attendee)
Hotel: $482.90 (Estimate, per attendee)
Transportation: N/A
Per Diem: Receipts required (Not to exceed $75 per day)

Source of Funds: General Fund

Purpose: The purpose of attending the League of CA Cities New Mayor & Council Member Academy is to engage in basic legal and practical framework in which city officials operate. This academy provides critical training on important, fundamental topics for local government.

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

CECIL W. RHAMBO JR
CITY MANAGER

December 18, 2018

TO: **HONORABLE MAYOR AND COUNCIL MEMBER**

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

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

Recommendation: Authorize travel to attend the Independent Cities Association 59th Annual Winter Seminar.

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

Location: Santa Barbara

Meeting Date: February 1, 2019 thru February 3, 2019

Approximate Cost: Registration: $500 (Per attendee
Hotel: $502.00 (Estimate per attendee)
Transportation: N/A
Per Diem: Receipts required (Not to exceed $75 per day)

Source of Funds: General Fund

Purpose: The purpose of attending the Independent Cities Association 59th Annual Winter Seminar is to engage in discussions and receive information on Bond Measures, Cannabis & Public Safety and Gun Violence Restraining Order.

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

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 TWELVE (12) MONTH LEASE AGREEMENT WITH ANGELS FOR SIGHT FOR AN OFFICE LOCATED 920 NORTH ALAMEDA STREET

WHEREAS, the City of Compton owns certain real property located at 920 North Alameda Street; and

WHEREAS, pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy [Standard Operating Manual, Policy 4.17(A)], which mandates that City-owned facilities and/or property shall not be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement; and

WHEREAS, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be *at least* One Dollar ($1.00) *per square foot*; and

WHEREAS, in addition to this required minimum base rental rate, the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, HVAC), routine maintenance and minor repairs, custodial services and City security. However, the leasing policy does provide that a Tenant that will have exclusive use/occupation of the entire City facility and/or property *shall be solely responsible for all utilities, janitorial, security, and minor and routine interior and exterior maintenance of the facility or property*

WHEREAS, Angels for Sight, a non-profit organization, seeks City Council approval to enter into a twelve (12) month lease agreement with the City, beginning January 1, 2019 through December 31, 2019, for exclusive occupation of the entire property – 1,224 square feet of indoor space – located at 920 North Alameda Street, for the purpose of administrative offices and support services for their organization; and

WHEREAS, Angels for Sight requests that the Council authorize leasing rental rate provisions different than required by the City's Leasing Policy; more specifically, a lesser rental amount of One Dollar ($1.00) per year for the term of the lease agreement; and

WHEREAS, pursuant to the City Leasing Policy, the decision to lease City-owned property and the setting of the lease rate rests in the discretion of the City Council.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to enter into a 12-month lease agreement, effective January 1, 2019 through December 31, 2019, with Angels for Sight for the exclusive use of approximately 1,224 square feet of space within the City-owned building located at 920 North Alameda Street, Compton for purposes of administrative offices and support services.

Section 2. That the rental rate for the twelve (12) month term of the lease agreement shall be _____ Dollars ($) per _____.

Section 3. That Account No. 1001-000-000-3420 has been established to receive all facility lease payments.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager (City Security), City Clerk, City Controller, General Services and the City Attorney.

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 the _____ day of _____, 2018.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

December 18, 2018

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH LEASE AGREEMENT WITH ANGELS FOR SIGHT FOR AN OFFICE LOCATED 920 NORTH ALAMEDA STREET**

SUMMARY

City Council will consider a request by Angels for Sight to authorize the City Manager to enter into a twelve (12) month (i.e. January 1, 2019 through December 31, 2019), lease agreement of approximately 1,224 square feet of indoor space at City-owned property, located at 920 North Alameda Street, at a lease rental rate that is less than the recommended amount contained within the City's Leasing Policy.

BACKGROUND

The City of Compton owns certain real property located at 920 North Alameda Street, Compton. Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which mandates that City-owned facilities and/or property *shall not* be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement [City of Compton Standard Operating Manual, Policy 4.17(A)]. In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be ***at least* One Dollar ($1.00) *per square foot.***

In addition to this required minimum base rental rate, the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, HVAC), maintenance and repairs, custodial services and City security. However, the leasing policy does provide that a Tenant that will have exclusive use/occupation of the entire City facility and/or property *shall be solely responsible for all utilities, janitorial, security, and minor, routine interior and exterior maintenance of the facility or property*, with the City responsible for structural and major repairs and maintenance.

STATEMENT OF ISSUE

Historical Background of Organization

According to the prospective Tenant, Angels for Sight ("Angels") is a non-profit dedicated and committed to providing free vision screening, eye examinations, and glasses to the uninsured and visually impaired. Their goal is to ensure that our children's vision will provide them with confidence to see the future. Studies have shown that children whom suffer from vision deficiencies are more likely to suffer educationally and socially. At Angels, they believe that the ability for our children to see is critical. Without sight and clear vision, our children's ability to learn is virtually eliminated.

Angels seeks City Council approval to enter into a twelve (12) month lease agreement with the City, beginning January 1, 2019 through December 31, 2019, for exclusive occupation of the entire property – 1,224 square feet of indoor space – located at 920 North Alameda Street. Angels is interested in leasing the subject property for the purpose of administrative offices and support services for their organization.

Angels requests that the Council authorize leasing rental rate provisions different than required by the City's Leasing Policy; more specifically, a lesser rental amount of One Dollar ($1.00) per year for the term of the lease agreement. Angels will be responsible for utilities, routine maintenance, minor repairs, custodial, and security. SOM Policy 4.17(A)(1) provides that *"…only the City Council shall have the authority to reduce or waive the standard leasing rates and/or other costs required by the policy and the proposed lease agreement."* Thus, City Council approval is required for the reduction in and/or waiver of the standard leasing rate.

FINANCIAL IMPACT

Unless the Council decides to waive the minimum lease rental rate requirements of Policy 4.17(A)(1) of the City Leasing Policy, the estimated fiscal impact of this proposed action is a net gain to the General Fund of a monthly lease rental rate of **One Thousand Two Hundred Twenty Four Dollars ($1,224.00) per month** for the term of the lease.

ALTERNATIVE

The Council has discretion to choose among a number of options:

1. Authorize the City Manager to enter into a lease agreement with Angels for Sight for the 12-month term requested (or offer a lesser term) as follows:

    a. For the minimally recommended City policy rates (i.e. $1.00 per square foot per month = $1,224.00 per month).

    b. For the requested reduced rental rate of $1.00 total per year for the 12-month term, or for some other monthly rental rate.

2. Reject the request to enter into a lease agreement for this location by Angels for Sight.

RECOMMENDATION

Staff makes no recommendation. The decision is at the discretion of the City Council.

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 TWELVE (12) MONTH LEASE AGREEMENT WITH RESTORATION DIVERSION SERVICES FOR AN OFFICE LOCATED 208 NORTH LONG BEACH BOULEVARD

WHEREAS, the City of Compton owns certain real property located at 208 North Long Beach Boulevard; and

WHEREAS, pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy [Standard Operating Manual, Policy 4.17(A)], which mandates that City-owned facilities and/or property shall not be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement; and

WHEREAS, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be *at least* One Dollar ($1.00) *per square foot*; and

WHEREAS, in addition to this required minimum base rental rate, the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, HVAC), maintenance and repairs, custodial services and City security. However, the leasing policy does provide that a Tenant that will have exclusive use/occupation of the entire City facility and/or property *shall be solely responsible for all utilities, janitorial, security, and minor and customary interior and exterior maintenance of the facility or property*

WHEREAS, on October 3, 2017, the City Council adopted Resolution No. 24,658, which authorized a 1-year lease agreement with Restoration Diversion Services (“Restoration”) to provide sole occupation of the City-owned building at 208 North Long Beach Boulevard and pursuant to Council discretion and authority, the rental amount for the lease term was reduced to One Dollar ($1.00) per year; and

WHEREAS, the current lease agreement with Restoration has expired and they seek City Council approval to enter into a Twelve (12) month lease agreement (i.e. January 1, 2019 through December 31, 2019), for exclusive occupation of the City-owned building located at 208 North Long Beach Boulevard; and

WHEREAS, Restoration has requested that the Council authorize a leasing rate different than required by the City’s Leasing Policy; more specifically, a lesser rental amount (i.e. $1.00 per year); and

WHEREAS, pursuant to the City Leasing Policy, the decision to lease City-owned property and the setting of the lease rate rests in the discretion of the City Council.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to enter into a 12-month lease agreement, effective January 1, 2019 through December 31, 2019, with Restoration Diversion Services for the exclusive use of approximately 684 square feet of space within the City-owned building located at 208 North Long Beach Boulevard, Compton for purposes of administrative offices and support services.

Section 2. That the rental rate for the twelve (12) month term of the lease agreement shall be _____ Dollars ($) per _____.

Section 3. That Account No. 1001-000-000-3420 has been established to receive all facility lease payments.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager (City Security), City Clerk, City Controller, General Services, and the City Attorney.

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 the _____ day of _____, 2018.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

December 18, 2018

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH LEASE AGREEMENT WITH RESTORATION DIVERSION SERVICES FOR AN OFFICE LOCATED 208 NORTH LONG BEACH BOULEVARD**

SUMMARY

City Council will consider a request by Restoration Diversion Services to authorize the City Manager to enter into a twelve (12) month (i.e. January 1, 2019 through December 31, 2019), lease agreement of approximately 684 square feet of indoor space at City-owned property, located at 208 North Long Beach Boulevard, at a lease rental rate that is less than the recommended amount contained within the City's Leasing Policy.

BACKGROUND

The City of Compton owns certain real property located at 208 North Long Beach Boulevard, Compton. Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which mandates that City-owned facilities and/or property *shall not* be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement [City of Compton Standard Operating Manual, Policy 4.17(A)]. In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be ***at least* One Dollar ($1.00) *per square foot.***

In addition to this required minimum base rental rate, the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, HVAC), maintenance and repairs, custodial services and City security. However, the leasing policy does provide that a Tenant that will have exclusive use/occupation of the entire City facility and/or property *shall be solely responsible for all utilities, janitorial, security, and minor and customary interior and exterior maintenance of the facility or property*, with the City responsible for structural and major repairs and maintenance..

On October 3, 2017, the City Council adopted Resolution No. 24,658, which authorized a 1-year lease agreement with Restoration Diversion Services ("Restoration") to provide sole occupation of the City-owned building at 208 North Long Beach Boulevard. Pursuant to Council discretion and authority, the rental amount for the lease term was reduced to One Dollar ($1.00) per year.

STATEMENT OF ISSUE

Historical Background of Organization

According to the prospective Tenant, Restoration, founded in 2009, is a non-profit human services organization committed to serving the community in need by offering services and programs to sex victims ranging from providing snacks, toiletries, STI's educational resources, GED preparation, a place to shower, condoms, and additional resources based on the participants needs. Restoration's mission is to provide a drop-in center that offers temporary shelter, long-term housing and other support mechanisms. Restoration collaborates with the Mary Magdalene Project, which is a court-ordered diversion program. The Mary Magdalene Project prostitution program is an 18-session program addressing issues women encounter when departing the prostitution and sex trafficking industries.

Restoration seeks City Council approval to continue leasing the building and enter into a twelve (12) month lease agreement with the City, beginning January 1, 2019 through December 31, 2019, for exclusive occupation of the entire property – 684 square feet of indoor space – located at 208 North Long Beach Boulevard. Restoration is interested in leasing the subject property for the purpose of administrative offices and support services for their organization.

Restoration requests that the Council authorize leasing rental rate provisions different than required by the City's Leasing Policy; more specifically, a lesser rental amount of One Dollar ($1.00) per year for the term of the lease agreement. Restoration will be responsible for utilities, routine maintenance, custodial, and security. SOM Policy 4.17(A)(1) provides that *"…only the City Council shall have the authority to reduce or waive the standard leasing rates and/or other costs required by the policy and the proposed lease agreement."* Thus, City Council approval is required for the reduction in and/or waiver of the standard leasing rate.

FINANCIAL IMPACT

Unless the Council decides to waive the minimum lease rate provisions of Policy 4.17(A)(1) of the City Leasing Policy, the estimated fiscal impact of this proposed action is a net gain to the General Fund of a monthly lease rental rate of **Six Hundred Eighty Four Dollars ($684.00) per month** for the term of the lease.

ALTERNATIVE

The Council has discretion to choose among a number of options:

1. Authorize the City Manager to enter into a lease agreement with Restoration Diversion Services for the 12-month term requested (or offer a lesser term) as follows:

    a. For the minimally recommended City policy rates (i.e. $1.00 per square foot per month = $684.00 per month) or for some other monthly rental rate.

    b. For the requested reduced rental rate of $1.00 total per year for the 12-month term.

2. Reject the request to enter into a lease agreement for this location by Restoration Diversion Services.

RECOMMENDATION

Staff makes no recommendation. The decision is at the discretion of the City Council.

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 TWELVE (12) MONTH LEASE AGREEMENT WITH THE COMPTON CHAMBER OF COMMERCE FOR AN OFFICE LOCATED AT THE CAREERLINK FACILITY

WHEREAS, the City of Compton owns certain real property located at 700 North Bullis Road, also known as the "Career*Link*" facility, which is used as a "shared occupancy" facility in that it houses certain City administered services in addition to offering indoor spaces for leasing to outside agencies, organizations and individuals; and

WHEREAS, pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy [Standard Operating Manual, Policy 4.17(A)], which mandates that City-owned facilities and/or property shall not be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement; and

WHEREAS, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be *at least* One Dollar ($1.00) *per square foot*; and

WHEREAS, in addition to the base minimum rental rate of $1.00 per square foot for indoor space, proposed lease agreements are to address the costs incurred by the City for utilities, maintenance and repairs, etc. and at the CareerLink facility, staff has identified that cost to be at least ninety-seven cents ($0.97) per square foot, thus the cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of $1.97 for exclusive use of indoor spaces; and

WHEREAS, on March 15, 2016, the City Council adopted Resolution No. 24,307, which authorized a 2-year lease agreement with the Compton Chamber of Commerce to provide dedicated indoor space within the CareerLink facility (Room 10A), for use as a general office and pursuant to Council discretion and authority, the rental amount for the lease term was reduced to One Dollar ($1.00) per year; and

WHEREAS, the current lease agreement with the Compton Chamber of Commerce has expired and the Compton Chamber of Commerce seeks City Council approval to enter into a Twelve (12) month lease agreement (i.e. January 1, 2019 through December 31, 2019), for exclusive occupation of office space for its organization; and

WHEREAS, the Compton Chamber of Commerce has requested that the Council authorize a leasing rate different than required by the City's Leasing Policy; more specifically, a lesser rental amount (i.e. $1.00 per year); and

WHEREAS, pursuant to the City Leasing Policy, the decision to lease City-owned property and the setting of the lease rate rests in the discretion of the City Council.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to enter into a 12-month lease agreement, effective January 1, 2019 through December 31, 2019, with the Compton Chamber of Commerce for the use of approximately 710 square feet (specifically, Room 10A) of indoor space at 700 North Bullis Road, Compton (Career*Link* facility), for general office use.

Section 2. That the rental rate for the twelve (12) month term of the lease agreement shall be _____ ($) per _____.

Section 3. That Account No. 1001-000-000-3420 has been established to receive all facility lease payments.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager (City Security), City Clerk, City Controller, General Services, Career*Link*, and the City Attorney.

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 the _____ day of _____, 2018.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

December 18, 2018

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH LEASE AGREEMENT WITH THE COMPTON CHAMBER OF COMMERCE FOR AN OFFICE LOCATED AT THE CAREERLINK FACILITY**

SUMMARY

City Council will consider a request by the Compton Chamber of Commerce to authorize the City Manager to enter into a twelve (12) month (i.e. January 1, 2019 through December 31, 2019), lease agreement of approximately 710 square feet of indoor office space within City-owned property, located at 700 North Bullis Road, at a lease rental rate that is less than the recommended amount contained within the City's Leasing Policy.

BACKGROUND

The City of Compton owns certain real property located at 700 North Bullis Road, Compton, commonly known as the "CareerLink" facility. This property is used as a "shared occupancy" facility, generally offering indoor space for leasing to outside agencies, organizations, and individuals.

Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which mandates that City-owned facilities and/or property *shall not* be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement [City of Compton Standard Operating Manual, Policy 4.17(A)]. In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be ***at least*** **One Dollar ($1.00)** ***per square foot.***

In addition to the base rental rate, proposed lease agreements are to address the costs incurred by the City for utilities, maintenance and repairs, custodial and general security -- at the CareerLink facility, staff has identified that cost to be

at least ninety-seven cents ($0.97) per square foot. Thus, the cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of $1.97 (i.e. $1.00 per square foot base rental rate plus $0.97 per square foot for utilities, maintenance, custodial, security, etc.).

STATEMENT OF ISSUE

On March 15, 2016, the City Council adopted Resolution No. 24,307, which authorized a 2-year lease agreement with the Compton Chamber of Commerce to provide dedicated indoor space within the CareerLink facility (Room 10A), for use as a general office. Pursuant to Council discretion and authority, the rental amount for the lease term was reduced to One Dollar ($1.00) per year.

The Compton Chamber of Commerce (the "Chamber") requests to continue using the indoor space in Room 10A at the CareerLink facility for an additional twelve (12) months. The Chamber believes that having an office at Careerlink allows Compton businesses to have better access to the Chamber and, potentially, to become more aware of the services provided by the Chamber and CareerLink facility.

The Chamber requests that the City Council waive the minimum base rent requirement of $1.97 per square foot and authorize a rental rate of One Dollar ($1.00) per year. SOM Policy 4.17(A)(1) provides that *"…only the City Council shall have the authority to reduce or waive the standard leasing rates and/or other costs required by the policy and the proposed lease agreement."* Thus, City Council approval is required for the reduction in and/or waiver of the standard leasing rate or other facility charges.

While the Compton Chamber of Commerce is a recognized Chamber by the State of California, the Compton Chamber of Commerce has not submitted any activity reports, board member rosters, board minutes or Chamber activity during the last two years. Several calls to the Chamber for information have gone unanswered and there is no evidence that the Chamber has performed any of the traditional functions of a professionally run chamber.

FINANCIAL IMPACT

Unless the Council decides to waive the minimum lease rate requirement of Policy 4.17(A)(1) of the City Leasing Policy, the estimated fiscal impact of this proposed action is a net gain to the General Fund of a monthly lease rate of **One**

Thousand Three Hundred Ninety Eight Dollars and Seventy Cents ($1,398.70) per month for the term of the lease.

ALTERNATIVE

The Council has discretion to choose among a number of options:

1. Approve the request to renew the lease agreement with the Compton Chamber of Commerce for a period of 12-months with a rental rate of $1.97 per square foot per month (i.e. $1.00 per square foot base rental rate plus $0.97 per square foot for other facility charges) for a total of $1,398.70 per month.

2. Approve the request to renew the lease agreement with the Compton Chamber of Commerce for a period of 12-months with a rental rate of $1.00 per square foot per month for a total of $710.00 per month.

3. Approve the request to renew the lease agreement with the Compton Chamber of Commerce for a period of 12-months with a rental rate of $1.00 per year, as requested by the Compton Chamber of Commerce.

4. Reject the request to enter into another lease agreement for this space.

RECOMMENDATION

Staff makes no recommendation. The decision is at the discretion of the City Council.

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 TWELVE (12) MONTH LEASE AGREEMENT WITH SYLVIA NUNN ANGELS FOR AN OFFICE LOCATED 200 NORTH LONG BEACH BOULEVARD

WHEREAS, the City of Compton owns certain real property located at 200 North Bullis Road; and

WHEREAS, pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy [Standard Operating Manual, Policy 4.17(A)], which mandates that City-owned facilities and/or property shall not be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement; and

WHEREAS, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be *at least* One Dollar ($1.00) *per square foot*; and

WHEREAS, in addition to this required minimum base rental rate, the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, HVAC), maintenance and repairs, custodial services and City security. However, the leasing policy does provide that a Tenant that will have exclusive use/occupation of the entire City facility and/or property *shall be solely responsible for all utilities, janitorial, security, and minor interior and exterior maintenance of the facility or property*

WHEREAS, on March 14, 2017, the City Council adopted Resolution No. 24,532, which authorized a 1-year lease agreement with Sylvia Nunn Angels to provide sole occupation of the City-owned building at 200 North Long Beach Boulevard and pursuant to Council discretion and authority, the rental amount for the lease term was reduced to One Dollar ($1.00) per year; and

WHEREAS, the current lease agreement with Sylvia Nunn Angels has expired and they seek City Council approval to enter into a Twelve (12) month lease agreement (i.e. January 1, 2019 through December 31, 2019), for exclusive occupation of the City-owned building located at 200 North Long Beach Boulevard; and

WHEREAS, Sylvia Nunn Angels has requested that the Council authorize a leasing rate different than required by the City's Leasing Policy; more specifically, a lesser rental amount (i.e. $1.00 per year), in addition to requesting that the City be financially responsible for payment of certain utilities (i.e. gas, electricity, water and trash) costs associated with occupation of the building; and

WHEREAS, pursuant to the City Leasing Policy, the decision to lease City-owned property and the setting of the lease rate rests in the discretion of the City Council.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to enter into a 12-month lease agreement, effective January 1, 2019 through December 31, 2019, with Sylvia Nunn Angels for the exclusive use of approximately 1,767 square feet of space within the City-owned building located at 200 North Long Beach Boulevard, Compton for purposes of administrative offices and support services.

Section 2. That the rental rate for the twelve (12) month term of the lease agreement shall be _____ ($) per _____, with utilities to be provided and paid for by the _____.

Section 3. That Account No. 1001-000-000-3420 has been established to receive all facility lease payments.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager (City Security), City Clerk, City Controller, General Services, Career*Link*, and the City Attorney.

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 the _____ day of _____, 2018.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

December 18, 2018

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH LEASE AGREEMENT WITH SYLVIA NUNN ANGELS FOR AN OFFICE LOCATED 200 NORTH LONG BEACH BOULEVARD

SUMMARY

City Council will consider a request by Sylvia Nunn Angels to authorize the City Manager to enter into a twelve (12) month (i.e. January 1, 2019 through December 31, 2019), lease agreement of approximately 1,767 square feet of indoor space at City-owned property, located at 200 North Long Beach Boulevard, at a lease rental rate that is less than the recommended amount contained within the City's Leasing Policy, in addition to waiver of other property costs.

BACKGROUND

The City of Compton owns certain real property located at 200 North Long Beach Boulevard, Compton. Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which mandates that City-owned facilities and/or property *shall not* be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement [City of Compton Standard Operating Manual, Policy 4.17(A)]. In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be ***at least* One Dollar ($1.00) *per square foot.***

In addition to this required minimum base rental rate, the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, HVAC), maintenance and repairs, custodial services and City security. However, the leasing policy does provide that a Tenant that will have exclusive use/occupation of the entire City facility and/or property *shall be solely responsible for all utilities, janitorial, security, and minor interior and exterior maintenance of the facility or property.*

On March 14, 2017, the City Council adopted Resolution No. 24,532, which authorized a 1-year lease agreement with Sylvia Nunn Angels ("Nunn") to provide sole occupation of the City-owned building at 200 North Long Beach Boulevard. Pursuant to Council discretion and authority, the rental amount for the lease term was reduced to One Dollar ($1.00) per year.

STATEMENT OF ISSUE

Historical Background of Organization

According to the prospective Tenant, since 2012 Nunn has been utilizing a grassroots approach towards changing the social environment for youth living in Compton and all surrounding areas. Nunn provides support to vulnerable families through multiple programs offered by dedicated community partners, community members, volunteer staff, and established network of professionals around Los Angeles County.

Nunn functions as a non-profit organization providing youth the opportunity to develop their life skills, establish positive relationships within their community, and helps them become self-confident, self-disciplined, and more hard-working. They contribute to leadership development, improved communication skills, organization skills, and time management. Key services include parental support, teen and adult counseling, gang prevention/interventions, food programs, housing support referral, and volunteer opportunities.

Nunn requests to continue leasing the building for an additional twelve (12) months (i.e. January 1, 2019 through December 31, 2019). Nunn requests that the City Council waive the minimum base rent requirement of $1.00 per square foot and authorize a rental rate of One Dollar ($1.00) per year. Additionally, Nunn requests that the City be financially responsible for payment of certain utilities (i.e. gas, electricity, water and trash) costs associated with occupation of the building. SOM Policy 4.17(A)(1) provides that *"…only the City Council shall have the authority to reduce or waive the standard leasing rates and/or other costs required by the policy and the proposed lease agreement."* Thus, City Council approval is required for the reduction in and/or waiver of the standard leasing rate or other facility charges.

FINANCIAL IMPACT

Unless the Council decides to waive the minimum lease rate and other property costs requirements of Policy 4.17(A)(1) of the City Leasing Policy, the estimated fiscal impact of this proposed action is a net gain to the General Fund of a monthly lease rental rate of **One Thousand Seven Hundred Sixty Seven Dollars ($1,767.00) per month** for the term of the lease.

ALTERNATIVE

The Council has discretion to choose among a number of options:

1. Authorize the City Manager to enter into a lease agreement with Sylvia Nunn Angels for the 12-month term requested (or offer a lesser term) as follows:

    a. For the minimally recommended City policy rates (i.e. $1.00 per square foot per month = $1,767.00 per month) or for some other monthly rental rate, with the Tenant responsible for *all utilities, janitorial, security, and minor interior and exterior maintenance of the facility or property* as provided within the City Leasing Policy. .

    b. For the requested reduced rental rate of $1.00 total per year for the 12-month term with the Tenant responsible for *all utilities, janitorial, security, and minor interior and exterior maintenance of the facility or property* as provided within the City Leasing Policy.

    c. For the requested reduced rental rate of $1.00 per year for the 12-month term with the City responsible for provision and payment of certain utilities (i.e. gas, electricity, water and trash) for the subject Property.

2. Reject the request to enter into a lease agreement for this location by Sylvia Nunn Angels.

RECOMMENDATION

Staff makes no recommendation. The decision is at the discretion of the City Council.

VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO JR
CITY MANAGER

CROSSING GUARD SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON, COMPTON UNIFIED SCHOOL DISTRICT
AND
ALL CITY MANAGEMENT SERVICES, INC.

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, the **COMPTON UNIFIED SCHOOL DISTRICT,** a distinct and separate legal entity from the City of Compton (hereinafter referred to as **"DISTRICT"**) located at 500 South Santa Fe Avenue, Compton, California 90221, and **ALL CITY MANAGEMENT SERVICES, INC.** (hereinafter referred to as **"CONTRACTOR" or "ALL CITY"**), located at 10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, California 90670 (all parties collectively referred to as the **"PARTIES"**) .

RECITALS:

WHEREAS, the City of Compton ("City") and the Compton Unified School District ("District") wish to provide for the safe crossing of school children at busy thoroughfares and streets near District school sites; and

WHEREAS, the City and the District have identified a need to retain the services of a qualified and experienced company to provide trained and experienced individuals to provide crossing guard services; and

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

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____, 2018, the City Council authorized the City Manager to enter into an agreement between the City, All City and the District, wherein All City shall provide private crossing guard services and responsibilities at various District locations during the 2018-2019 school year for the total sum Three Hundred Sixty Seven Thousand Two Hundred Seventy Nine Dollars and Thirty-Eight Cents ($367,279.38), and wherein the City shall pay All City for the services rendered in the amount of $367,279.38 and the District shall reimburse the City one-half of All City's cost or One Hundred Eighty Three Thousand Six Hundred Thirty Nine Dollars and Sixty-Nine Cents ($183,639.69); and

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

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

AGREEMENT:

1. Scope of Services to be Rendered by Contractor. It is the mutual understanding of the Parties that the Contractor shall perform and be responsible for rendering **SCHOOL CROSSING GUARD SERVICES** for the number of hours per day, days per year at each of the locations identified within Contractor's **"Client Worksheet 2018-2019 and Client Matrix"** which are attached hereto and incorporated herein. Subject to written notice to the Contractor; and

pursuant to mutual agreement of the City and the District; the City and District shall have the right to add to, delete from or revise the work schedule/locations at any time during the term of this Agreement. The Contractor shall be responsible to render services pursuant to this Agreement as follows:

- Contractor shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties, Contractor and its employees shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California and the City of Compton.

- Contractor shall train, schedule, provide and supervise personnel in accordance with this Agreement and the rules and regulations of the City of Compton. Crossing Guards shall perform their duties as trained and within the City's rules for such guards.

- Contractor shall train persons provided as Crossing Guards in the laws and codes of the State of California and the City of Compton pertaining to general pedestrian safety and school crossing areas.

- Contractor shall provide Crossing Guard services at the designated locations and at the designated hours on all days on which the designated schools of the District are in regular session.

- Contractor shall schedule and provide supervisory personnel to see that guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.

- Contractor shall maintain adequate reserve personnel to be able to furnish alternative Crossing Guards in the event that any person fails to report to work at the assigned time and location.

- Contractor shall provide all Crossing Guards with uniformed apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. Contractor shall also provide all Crossing Guards with hand held Stop signs and any and all other safety equipment that shall be necessary to fulfill the terms and conditions of this Agreement. Apparel and equipment shall be pre-approved by the City Manager or his/her designee.

Contractor acknowledges that in entering into this Agreement the City and the District are relying on Contractor's skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Contractor agrees to perform all the said work and furnish all the necessary materials and equipment at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Contractor shall bear all costs associated with this work, including but not limited to all professional, technical, clerical services, materials, equipment, transportation, telephone, etc., used by Contractor in connection with this work.

Contractor will be responsible for employing or engaging all persons necessary to perform the services. All of Contractor's staff will be qualified by training and experience to perform their

assigned tasks. Contractor will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of the City and the District, if any employee or subcontractor of Contractor fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from performing services pursuant to this Agreement.

2. Duration of Contract. This Agreement shall extend for the term of the District school year – August 2018 through June 2019, unless this Agreement is extended or terminated as provided herein.

3. Compensation. Compensation to Contractor shall be based on the following billing rates, with a maximum not-to-exceed total compensation of **Three Hundred Sixty Seven Thousand Two Hundred Seventy Nine Dollars and Thirty-Eight Cents ($367,279.38):**

- **Nineteen Dollars and Ninety Cents ($19.90) per hour of guard services provided, with a maximum total of 18,456.3 hours of services provided during the term of this Agreement.**

The total sum paid Contractor include compensation for all work, including travel, materials, equipment, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work. In the instance of a change in the scope of work, adjustment to the compensation will be negotiated between Contractor and the City and the District. Adjustment in the total compensation will not be effective until authorized by contract amendment and approved by Contractor and the City and the District.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. If Contractor fails to provide the services required pursuant to this Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein. Invoices shall detail the work performed and shall be delivered or mailed to the **City Manager or his/her authorized designee** at the following address: 205 South Willowbrook Avenue, Compton, California 90220.

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

The District shall promptly reimburse; and in any event, no later than thirty (30) days after invoiced by the City or before/by the end of the term of this Agreement; to the City one-half (1/2) of the total costs paid by the City to All City for provision of crossing guard services.

4. Independent Contractor Status. Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), will perform the services in Contractor's own way and pursuant to this Agreement as an independent contractor and in pursuit

of Contractor's independent calling, and not as an employee of the City or the District. The persons used by Contractor to provide the services under this Agreement will not be considered employees of the City or the District for any purposes. Neither the City or the District, nor any of their respective officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City or the District. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City or District officials, officers, or employees. Contractor expressly waives any claim to such rights.

The payment(s) made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. Neither the City nor the District shall make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. Neither the City nor the District shall pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify and pay the City and/or the District, within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment for which the City and/or the District may be required to make on behalf of Contractor or any agent, employee, or contractor of Contractor for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this section, from any balance owing to Contractor.

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

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

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

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

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

8. Other Contractors. The City and the District reserve the right to employ other Contractors in connection with the services.

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

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

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

Coverages and Limits. Contractor will maintain the types of coverage's and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any

limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. The coverage will contain no special limitations on the scope of its protection to the below-designated insured's except for Workers Compensation insurance. Contractor will obtain occurrence coverage. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense.

10.1 Commercial General Liability Insurance. Minimum $1,000,000 combined single-limit per occurrence for bodily injury, personal injury, property damage and contractual liability. The General Liability Insurance policy shall also provide coverage and endorsement for Sexual Abuse Liability. If the submitted policies contain aggregate limits, general aggregate limits shall apply separately to the services under this Agreement or the general aggregate shall be twice the required per occurrence limit. Claims-made coverage is not acceptable.

10.2 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of a minimum $1,000,000 per accident for bodily injury and which specifically covers all persons providing services by or on behalf of the Contractor and all risks to such persons under the Agreement. Workers' Compensation and Employer's Liability insurance will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.3 Automotive Liability. A minimum of $1,000,000 for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle; and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees).

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

Waiver of Subrogation. The policies shall contain a waiver of subrogation.

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

12. Maintenance of Records. Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related

to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

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

14. Federal and State Withholding Taxes. Contractor shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Contractor agrees to indemnify the City and/or District for any claims, costs, losses, fees, penalties, interest, or damages suffered by the City and/or the District resulting from Contractor's failure to comply with this provision.

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

16. Termination. In the event of the Contractor's failure to deliver or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City and District may terminate this Agreement for nonperformance by notifying Contractor in writing. Contractor has five (5) business days to deliver any documents owned by City to the City address contained in this Agreement.

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

17. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

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

breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

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

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

21. Amendments. This Agreement may be modified or amended only be written document executed by all the Parties. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

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

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

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

To Contractor:	**All City Management Services, Inc.** **10440 Pioneer Boulevard, Suite 5** **Santa Fe Springs, California 90670** **Attn: Demetra Farwell, Administrative Services Manager** **(310) 202-8284** **(310) 202-8325 – fax.**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager** **(310) 605-5585** **(310) 761-1455 – fax.**

To District:

Compton Unified School District
500 South Santa Fe Avenue
Compton, California 90221
Attn: William W. Wu, Chief of School Police
(310) 639-4321 ext. 55151
(310) 635-4403 - fax.

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

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

IN WITNESS WHEREOF, CITY, DISTRICT AND CONTRACTOR has executed this Agreement.

ALL CITY MANAGEMENT SERVICES, INC.
CONTRACTOR

Dated: _____ **By _____**
Demetra Farwell, Administrative Services Manager

COMPTON UNIFIED SCHOOL DISTRICT

Dated: _____ **By _____**
William W. Wu
Chief of School Police

Approved as to form:

Dated: _____ **By _____**
Attorney for Compton Unified School District

CITY OF COMPTON

,

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

Approved as to form:

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

ATTEST:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE RENEWAL OF THE CONTRACTUAL AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. AND COMPTON UNIFIED SCHOOL DISTRICT REGARDING THE PROVISION OF CROSSING GUARD SERVICES AND THE ESTABLISHMENT OF A PURCHASE ORDER FOR FISCAL YEAR 2018-2019 ($367,279.38)

WHEREAS, in an effort to provide for the safety and welfare of children who must cross busy thoroughfares and streets to reach their schools, the City of Compton ("City") and Compton Unified School District have collaborated to provide crossing guard services at designated locations within the City of Compton; and

WHEREAS, on September 5, 2017, the City Council adopted Resolution No. 24,642, authorizing the City Manager to enter into two (2) contractual agreements; one with All City Management Services, Inc. ("All City") to provide private crossing guard services for specified locations within the Compton Unified School District's jurisdiction, in addition to entering into a contract with the Compton Unified School District ("District") to equally share the cost of the services provided by All City; and

WHEREAS, the City and the District wish to continue this shared arrangement of utilizing All City to provide these much needed services for the 2018-2019 school year; however, rather than two (2) separate agreements, the provisions of this arrangement will be memorialized in one (1) agreement, executed by all three (3) parties; and

WHEREAS, All City shall provide crossing guard services at twenty four (24) crossing sites for four (4.0) hours per day and crossing guard services at one (1) crossing site for 4.75 hours per day for a total projected hours of 18,456.3 during the school year at a cost not to exceed Three Hundred Sixty Seven Thousand Two Hundred Seventy Nine Dollars and Thirty-Eight Cents ($367,279.38); and

WHEREAS, the City shall pay All City for the services rendered in the amount of $367,279.38 and the District shall reimburse the City one-half of All City's cost or One Hundred Eighty Three Thousand Six Hundred Thirty Nine Dollars and Sixty-Nine Cents ($183,639.69); and

WHEREAS, funds for this expenditure have been allocated in the Code Enforcement Division's budget for Fiscal Year 2018-2019 in Account No. 1001-670-000-4269.

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 an agreement between the City of Compton ("City"), All City Management Services, Inc. ("All City") and Compton Unified School District ("District"), wherein All City shall provide private crossing guard services and responsibilities at various District locations (i.e. crossing guard services at twenty four (24) crossing sites for four (4.0) hours per day and crossing guard services at one (1) crossing site for 4.75 hours per day) during the 2018-2019 school year (i.e. August 2018 through June 2019), for the total sum Three Hundred Sixty Seven Thousand Two Hundred Seventy Nine Dollars and Thirty-Eight Cents ($367,279.38), for which the District shall reimburse the City one-half of All City's cost or One Hundred Eighty Three Thousand Six Hundred Thirty Nine Dollars and Sixty-Nine Cents ($183,639.69).

Section 2. That funds in the amount of $367,279.38 for this expenditure are available in Account No. 1001-670-000-4269.

Section 3. That a purchase order in the amount of $367,279.38 is authorized to be established for All City Management Services, Inc.

Section 4. That a copy of this Resolution shall be filed in the Offices of the City Manager (Code Enforcement Division), City Attorney, City Controller and the City Clerk.

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

ADOPTED this ____ day of _____, 2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) 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, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the ___ day of _____, 2018.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

December 18, 2018

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE RENEWAL OF THE CONTRACTUAL AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. AND COMPTON UNIFIED SCHOOL DISTRICT REGARDING THE PROVISION OF CROSSING GUARD SERVICES AND THE ESTABLISHMENT OF A PURCHASE ORDER FOR FISCAL YEAR 2018-2019 ($367,279.38)**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into an agreement between the City of Compton ("City"), All City Management Services, Inc. ("All City") and Compton Unified School District ("District"), wherein All City shall provide private crossing guard services and responsibilities at various District locations during the 2018-2019 school year for the total sum Three Hundred Sixty Seven Thousand Two Hundred Seventy Nine Dollars and Thirty-Eight Cents ($367,279.38), and the City and District shall share in the cost of All City in providing the private crossing guard services.

BACKGROUND

In an effort to provide for the safety and welfare of children who must cross busy thoroughfares and streets to reach their schools, for a number of years the City and the District have collaborated to provide crossing guard services at designated locations within the City.

Last year, on September 5, 2017, the City Council adopted Resolution No. 24,642, authorizing the City Manager to enter into two (2) contractual agreements; one with All City to provide private crossing guard services for specified locations within the Compton Unified School District's jurisdiction, in addition to entering into a contract with the District to equally share the cost of the services provided by All City. Additionally, pursuant to Resolution No. 24,723, adopted on January 9, 2018, Council authorized amendments to the two (2) contractual agreements to add crossing guard services at a new location (i.e. Wilmington Avenue at El Segundo Boulevard) for the remainder of the school year, with the additional costs to be shared by the City and the District.

Pursuant to last school year agreements, All City provided crossing guard services at twenty three (23) crossing sites for four (4) hours per day at the cost of $18.55 per hour per crossing guard and crossing guard services at one (1) crossing site for 4.75 hours per day at the cost of $18.55 per hour per crossing guard for a total of 16,973.3 total hours per school year at a total cost of $314,853.79. Compton and the District share equally in the total costs of these services (i.e. $157,426.90 each). These current agreements expired at the end of Fiscal Year 2017-2018.

STATEMENT OF ISSUE

All City currently provides Two Thousand Five Hundred (2,500) crossing guards in the state for 130 agencies, including surrounding cities and the county areas. All City is the only viable vendor to provide crossing guard services in the State of California. An internet search for other private crossing guard services has revealed that most of the trained crossing guard services are operated through the cities school districts and not through private companies, and All City is the only company that provides crossing guard services exclusively.

The City and the District wish to continue this shared arrangement of utilizing All City to provide these much needed services for the 2018-2019 school year; however, rather than two (2) separate agreements, the provisions of this arrangement will be memorialized in one (1) agreement, executed by all three (3) parties.

All City shall provide crossing guard services at twenty four (24) crossing sites for four (4.0) hours per day and crossing guard services at one (1) crossing site for 4.75 hours per day for a total projected hours of 18,456.3 during the school year (i.e. August 2018 through June 2019). Due to the State-mandated annual increase to minimum wages (mandated annually through 2022), the costs for the services increased $0.50 this past January and will increase $1.00 in January 2019, mandating a minimum wage of $12.00 per hour, of which All City contends they must expend $0.35 of every dollar on taxes, fees and insurance. Thus, All City requests that their hourly rate be increased from $18.55 per hour to $19.90 for the 2018-2019 Fiscal Year contract for a total costs of $367,279.38. The District will be responsible to reimburse the City half of the total cost or $183,639.69.

FINANCIAL IMPACT

The City of Compton shall pay All City for the services rendered in the amount of $367,279.38 and the Compton Unified School District shall reimburse the City one-half of All City's cost or One Hundred Eighty Three Thousand Six Hundred Thirty Nine Dollars and Sixty-Nine Cents ($183,639.69).

Funds in the amount of $367,279.38 for the crossing guard services have been allocated in the Code Enforcement Division's 2018-2019 Fiscal Year Budget, Account No. 1001 670 000 4269.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

CECIL W. RHAMBO, JR.
CITY MANAGER

All City Management Services Inc.

Client Worksheet 2018-2019

Department: 5001

Billing Rate for 2018/2019: $19.90

City of Compton
205 S. Willowbrook
Compton, CA 90220

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Summer School

For schools with Summer School sessions use 19 days

Sites with traditional calendar:

		96		183		$19.90	=	$349,603.20
24	Sites at 4.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		4.75		187		$19.90	=	$17,676.18
1	Site at 4.75 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

Summer School Sites

TOTAL PROJECTED HOURS **18456.3** **TOTAL ANNUAL PROJECTED COST** **$367,279.38**

Client Matrix

ALL CITY MANAGEMENT SERVICES

FARIAS, GRISELDA | SANTOS, OLIVIA | Ph: (323) 437-7693 | 5001 | Compton, City of

	MON	TUE	WED	THU	FRI
1 Aprilla/Compton (SW) Bursch Elem 310.898.6130 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 1:00 PM - 2:00 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
2 156th/Central (NE) Bursch Elem 310.897.6130 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 1:00 PM - 2:00 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
3 Alondra Blvd / Central Ave (SW) Bursch Elem 310.898.6130 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 1:00 PM - 2:00 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
4 Alondra Blvd / Aprila St (SW) Bursch Elem 310.898.6130 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 1:00 PM - 2:00 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
5 Aranbe/Cedar (NW) Dickison Elem 310.898.6160 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:00 PM - 3:00 PM	7:15 AM - 8:15 AM 2:00 PM - 3:00 PM	7:15 AM - 8:15 AM 1:00 PM - 2:00 PM	7:15 AM - 8:15 AM 2:00 PM - 3:00 PM	7:15 AM - 8:15 AM 2:00 PM - 3:00 PM
6 Long Beach Blvd./Caldwell Ave. (SE am/SW pm) Emerson Elem 310.898.6170 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 1:00 PM - 2:00 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
7 Alondra/Atlantic (SE) Kelly Elem 310.898.6410 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 1:00 PM - 2:00 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM

Thursday, August 16, 2018

Client Matrix

ALL CITY MANAGEMENT SERVICES

FARIAS, GRISELDA | SANTOS, OLIVIA | Ph: (323) 437-7693 | 5001 | Compton, City of

	MON	TUE	WED	THU	FRI
8 Oleander/Caldwell (SW) Kennedy (J. F.) Elem 310.898.6420 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 1:00 PM - 2:00 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
9 Alondra/Wilmington (SW) Longfellow (Henry W.) Elem 310.898.6460 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 1:00 PM - 2:00 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
10 Rosecrans/Mayo (SW) Mayo Elem 310.898.6310 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 1:00 PM - 2:00 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
11 Palmer/Mayo (SW) Mayo Elem 310.898.6310 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 1:00 PM - 2:00 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
12 Rosecrans/Santa Fe (SE) Mayo Elem 310.898.6310 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 1:00 PM - 2:00 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
13 El Segundo/Compton (SE) McNair Elem 310.898.6330 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 1:00 PM - 2:00 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
14 Atlantic/San Vicente (NW) Roosevelt Elem 310.898.6350 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 1:00 PM - 2:00 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM

Thursday, August 16, 2018

Client Matrix

ALL CITY MANAGEMENT SERVICES

FARIAS, GRISELDA | SANTOS, OLIVIA | Ph: (323) 437-7693 | 5001 | Compton, City of

	MON	TUE	WED	THU	FRI
15 Compton Blvd./Holly (NW) Roosevelt Elem 310.898.6350 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:00 PM - 3:00 PM	7:15 AM - 8:15 AM 2:00 PM - 3:00 PM	7:15 AM - 8:15 AM 1:00 PM - 2:00 PM	7:15 AM - 8:15 AM 2:00 PM - 3:00 PM	7:15 AM - 8:15 AM 2:00 PM - 3:00 PM
16 Alondra Blvd./Burris Ave Roosevelt Mid 310.898.6040 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:30 PM - 3:30 PM	7:15 AM - 8:15 AM 2:30 PM - 3:30 PM	7:15 AM - 8:15 AM 1:15 PM - 2:15 PM	7:15 AM - 8:15 AM 2:30 PM - 3:30 PM	7:15 AM - 8:15 AM 2:30 PM - 3:30 PM
17 Rosecrans/Acacia (NW) Rosecrans Elem 310.898.6360 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 1:00 PM - 2:00 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
18 Poplar/Tajauta (SW) Tibby Elem 310.898.6370 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 1:00 PM - 2:00 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
19 Compton/Tajauta (NW) Tibby Elem 310.898.6370 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 1:00 PM - 2:00 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM	7:15 AM - 8:15 AM 2:15 PM - 3:15 PM
20.1 Greenleaf Blvd./Wilmington Ave. (SW) Walton Mid 310.898.6060 Compton USD Reg 4 Other 4	7:15 AM - 8:15 AM 2:30 PM - 3:30 PM	7:15 AM - 8:15 AM 2:30 PM - 3:30 PM	7:15 AM - 8:15 AM 1:15 PM - 2:15 PM	7:15 AM - 8:15 AM 2:30 PM - 3:30 PM	7:15 AM - 8:15 AM 2:30 PM - 3:30 PM
20.2 Greenleaf Blvd./Wilmington Ave. (SE) Walton Mid 310.898.6060 Compton USD Reg 4 Other	7:15 AM - 8:15 AM 2:30 PM - 3:30 PM	7:15 AM - 8:15 AM 2:30 PM - 3:30 PM	7:15 AM - 8:15 AM 1:15 PM - 2:15 PM	7:15 AM - 8:15 AM 2:30 PM - 3:30 PM	7:15 AM - 8:15 AM 2:30 PM - 3:30 PM

Thursday, August 16, 2018

Client Matrix

ALL CITY MANAGEMENT SERVICES

FARIAS, GRISELDA | SANTOS, OLIVIA | Ph: (323) 437-7693 | 5001 | Compton, City of

		MON	TUE	WED	THU	FRI
21 Rosecrans/Gibson (NW)		7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM
Whaley Mid	310.898.6070	2:30 PM - 3:30 PM	2:30 PM - 3:30 PM	1:15 PM - 2:15 PM	2:30 PM - 3:30 PM	2:30 PM - 3:30 PM
Compton USD	Reg 4 Other 4					
22.1 N. Wilmington Ave/El Segundo Blvd (SE)		7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM
Willowbrook Middle	310.898.6080	-	-	1:15 PM - 1:45 PM	-	1:25 PM - 1:55 PM
McNair Elem.	310.898.6330	2:25 PM - 3:25 PM	2:25 PM - 3:25 PM	2:40 PM - 3:15 PM	2:25 PM - 3:25 PM	2:25 PM - 2:55 PM
Compton USD EC	Reg 4 Other 4					
22.2 N. Wilmington Ave/El Segundo Blvd (SE)		7:15 AM - 8:15 PM	7:15 AM - 8:15 PM	7:15 AM - 8:15 PM	7:15 AM - 8:15 PM	7:15 AM - 8:15 PM
Willowbrook Middle	310.898.6080	-	-	1:15 PM - 1:45 PM	-	-
McNair Elem.	310.898.6330	2:25 PM - 3:25 PM	2:25 PM - 3:25 PM	2:40 PM - 3:15 PM	2:25 PM - 3:25 PM	2:25 PM - 2:55 PM
Compton USD EC	Reg 4 Other 4					
23 Willow/Palmer (SE)		7:00 AM - 8:15 AM	7:00 AM - 8:15 AM	7:00 AM - 8:15 AM	7:00 AM - 8:15 AM	7:00 AM - 8:15 AM
Our Lady of Victory Elem	310.631.1320	11:45 AM - 1:15 PM	11:45 AM - 1:15 PM	11:45 PM - 1:15 PM	11:45 PM - 1:15 PM	12:45 PM - 1:45 PM
		2:30 PM - 3:30 PM	2:30 PM - 3:30 PM	2:30 PM - 3:30 PM	2:30 PM - 3:30 PM	-
Private - Our Lady of Victory Elem	Reg 4.75 Other 4.75					
	Reg 4 Other 4					
	Reg Other					
	Reg Other					

Thursday, August 16, 2018

December 18, 2018

TO: **MAYOR AND CITY COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE SUCCESSOR AGENCY, COMMUNITY DEVELOPMENT DIVISION, AND GRANTS DIVISION 2018-2019 FISCAL YEAR BUDGETS**

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the Successor Agency, Community Development Division, and Grants Division 2018-2019 Fiscal Year Budgets to modify personnel and make transfers within the Successor Agency and CDBG Funds.

BACKGROUND

On June 26, 2018, the City Council adopted Resolution No. 24,804, which adopted the City of Compton's 2018-2019 Fiscal Year Budget.

It is necessary to amend the Successor Agency, Community Development Division, and Grants Division Budgets. Pursuant to the City Charter of the City of Compton, Section 1408, "At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least four members to authorize the transfer of unused balances appropriated for one purpose to another purpose".

STATEMENT OF ISSUE

Successor Agency Staffing Revisions:

The Successor Agency is responsible for carrying out the dissolution of the former Community Redevelopment Agency through the sale and disposition of Agency property. The current authorized staffing requires modification to best meet the demands to perform assigned responsibilities efficiently and effectively.

Therefore, it is necessary to delete the vacant Community Development Specialist and vacant Administrative Assistant positions and to add a Senior Program Development Specialist and Office Assistant III position to the Successor Agency FY 2018-2019 Fiscal Year Budget.

The Senior Program Development Specialist will be responsible for assisting the Executive Secretary with disposition of Successor Agency properties and implementation of strategies to maximize the use of Successor Agency assets.

The Office Assistant III will assist the Executive Secretary with distribution and filing of RFPs for the sale of property, written and verbal communications, reception services for the Successor Agency staff, and coordination of meetings with developers and vendors, maintaining schedules for various projects, and other administrative duties.

Planning & Community Development Division Staffing Revisions:

The Community Development Division is responsible for coordination of the Planning Department, Building & Safety Department, and coordination with the City Manager's Office on implementation of Successor Agency and Housing Successor Agency goals. An Associate Planner position will increase the Planning Department's ability to process entitlements for the approved Successor Agency and Housing Successor Agency goals in winding down the disposition of Agency property. The Associate Planner will be responsible for reviewing development proposals, working with developers on plan reviews, expediting entitlements, and assist in the preparation of various planning and environmental reports.

Grants Division Staffing Revisions:

The Grants Division is responsible for various grants including the United States Department of Housing & Urban Development Grants: Community Development Block Grant (CDBG), CAL-FIRE & CAL-VIP Urban Greening Grants, HOME First-Time Homebuyer Programs, Neighborhood Stabilization Programs, Parks and Recreation Programs, and Emergency Shelter Grant Programs and any additional grants prioritized by the City.

Management is recommending adding a new Grants Compliance Manager to oversee the administration of all Grants in the City and a Senior Administrative Analyst to assist in the Grants Compliance Manager with grant monitoring and pre-audit preparation. Management proposes to delete the current vacant Grants Manager and vacant Administrative Specialist positions to fund these new positions.

The approval of this resolution will amend the Personnel Summary in the Successor Agency, Community Development Division, and Grants Division 2018-2019 Fiscal Year Budgets.

FISCAL IMPACT

The Personnel Summary Page of the Successor Agency 2018-2019 Fiscal Year Budget shall be amended as follows:

Delete:

	RANGE	PERCENT	AMOUNT
Community Development Specialist	141	75%	$ 54,463
Administrative Assistant	112	100%	$ 54,403
TOTAL			$108,866

Add:

	RANGE	PERCENT	AMOUNT
Senior Program Development Specialist	158	42%	$36,167
Office Assistant III	86	58%	$24,464
TOTAL			$60,631

The Personnel Summary Page of the Community Development Division 2018-2019 Fiscal Year Budget shall be amended as follows:

Add:

	RANGE	PERCENT	AMOUNT
Associate Planner	151	58%	$46,590

Salary Savings from the deletion of the Community Development Specialist and the Administrative Assistant positions ($108,866.00) will be utilized to cover the cost of the Senior Program Development Specialist, Office Assistant III and Associate Planner positions ($107,221.00).

A transfer from the Successor Agency to the Community Development Division is required to cover the cost of the Associate Planner as follows:

Transfer From:

Account No.	Account	Amount
1201-910-000-4101	Success Agency -Salary	$46,590.00

Transfer To:

Account No.	Account	Amount
1201-780-000-4101	Community Development -Salary	$46,590.00

The Successor Agency has the budgetary discretion, under the approved 2018-2019 Recognized Obligation Payment Schedule (ROPS), to implement these recommended Budget Amendments.

The Personnel Summary Page of the Successor Agency 2018-2019 Fiscal Year Budget shall be amended as follows:

Delete:

	RANGE	PERCENT	AMOUNT
Grant Manager	167	66%	$ 62,065
Administrative Specialist	104	62%	$ 31,498
TOTAL			$ 93,563

Add:

	RANGE	PERCENT	AMOUNT
Senior Administrative Analyst	151	58%	$ 46,590
Grants Compliance Manager	167	58%	$ 54,543
TOTAL			$101,133

Salary Savings from the deletion of the Grants Manger and Administrative Specialist ($93,563.00) and the following transfer of $7,570.00 from other the Other Professional Services object code will be utilized to cover the cost of the Senior Administrative Analyst and Grants Compliance Manager ($101,133.00).

Transfer From:

Account No.	Object Code	Amount
2800-540-G11-4262	Other Professional Services	$7,570.00

Transfer To:

Account No.	Object Code	Amount
2800-540-G11-4101	Salary	$7,570.00

There will be no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE SUCCESSOR AGENCY, COMMUNITY DEVELOPMENT DIVISION, AND GRANTS DIVISION 2018-2019 FISCAL YEAR BUDGETS

WHEREAS, pursuant to Resolution No. 24,804, the City Council of the City of Compton adopted the Fiscal Year 2018-2019 budget on June 26, 2018; and

WHEREAS, it is necessary to amend the Successor Agency, Community Development Division, and Grants Division 2018-2019 Fiscal Year Budgets; and

WHEREAS, the Successor Agency is responsible for carrying out the dissolution of the former Community Redevelopment Agency through the sale and disposition of Agency property; and

WHEREAS, the current authorized staffing requires modification to best meet the demands to perform assigned responsibilities efficiently and effectively; and

WHEREAS, it is necessary to delete the vacant Community Development Specialist and vacant Administrative Assistant positions and to add a Senior Program Development Specialist and Office Assistant III position to the Successor Agency FY 2018-2019 Fiscal Year Budget; and

WHEREAS, the Community Development Division is responsible for coordination of the Planning Department, Building & Safety Department, and coordination with the City Manager's Office on implementation of Successor Agency and Housing Successor Agency goals; and

WHEREAS, an Associate Planner position will increase the Planning Department's ability to process entitlements for the approved Successor Agency and Housing Successor Agency goals in winding down the disposition of Agency property; and

WHEREAS, it is necessary to add an Associate Planner position to the Community Development Division FY 2018-2019 Fiscal Year Budget; and

WHEREAS, the Grants Division is responsible for various grants including the United States Department of Housing & Urban Development Grants: Community Development Block Grant (CDBG), CAL-FIRE & CAL-VIP Urban Greening Grants, HOME First-Time Homebuyer Programs, Neighborhood Stabilization Programs, Parks and Recreation Programs, and Emergency Shelter Grant Programs and any additional grants prioritized by the City; and

WHEREAS, Management is recommending adding a new Grants Compliance Manager to oversee the administration of all Grants in the City and a Senior Administrative Analyst to assist in the Grants Compliance Manager with grant monitoring and pre-audit preparation; and

WHEREAS, Management proposes to delete the current vacant Grants Manager and vacant Administrative Specialist positions to fund these new positions; and

WHEREAS, salary savings from the deletion of the Community Development Specialist and the Administrative Assistant positions will be utilized to cover the cost of the Senior Program Development Specialist, Office Assistant III, and Associate Planner positions; and

WHEREAS, salary savings from the deletion of the Grants Manager and Administrative Specialist and funds from Other Professional Services will be utilized to cover the cost of the Senior Administrative Analyst and Grants Compliance Manager; and

WHEREAS, there will be no impact to the General Fund.

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

SECTION 1. That the City Manager is hereby authorized to amend the Personnel Summary Page of the Successor Agency 2018-2019 Fiscal Year Budget as follows:

Delete:

	RANGE	PERCENT	AMOUNT
Community Development Specialist	141	75%	$ 54,463
Administrative Assistant	112	100%	$ 54,403
TOTAL			$108,866

Add:

	RANGE	PERCENT	AMOUNT
Senior Program Development Specialist	158	42%	$ 36,167
Office Assistant III	86	58%	$ 24,464
TOTAL			$ 60,631

SECTION 2. That the City Manager is hereby authorized to amend the Personnel Summary Page of the Community Development Division 2018-2019 Fiscal Year Budget as follows:

Add:

	RANGE	PERCENT	AMOUNT
Associate Planner	151	58%	$ 46,590

SECTION 3. That the Salary Savings from the deletion of the Community Development Specialist and the Administrative Assistant positions ($108,866.00) will be utilized to cover the cost of the Senior Program Development Specialist, Office Assistant III and Associate Planner positions ($107,221.00).

SECTION 4. That the City Manager is hereby authorized to make the following budget amendment to the Successor Agency and Community Development Division Fiscal Year 2018-2019 adopted budgets, to transfer funds from the Successor Agency Salary object code to the Community Development Division Salary object code as follows:

Transfer From:

Account No.	Account	Amount
1201-910-000-4101	Success Agency -Salary	$46,590.00

Transfer To:

Account No.	Account	Amount
1201-780-000-4101	Community Development -Salary	$46,590.00

SECTION 5. That the City Manager is hereby authorized to amend the Personnel Summary Page of the Grants Division 2018-2019 Fiscal Year Budget as follows:

Delete:

	RANGE	PERCENT	AMOUNT
Grant Manager	167	66%	$ 62,065
Administrative Specialist	104	62%	$ 31,498
TOTAL			$ 93,563

Add:

	RANGE	PERCENT	AMOUNT
Senior Administrative Analyst	151	58%	$ 46,590
Grants Compliance Manager	167	58%	$ 54,543
TOTAL			$101,133

SECTION 6. That the City Manager is hereby authorized to make the following budget amendment to the Grants Division Fiscal Year 2018-2019 adopted budgets, to transfer funds from the Other Professional Services object code to the Salary object code to cover the additional salary as follows:

Transfer From:

Account No.	Object Code	Amount
2800-540-G11-4262	Other Professional Services	$7,570.00

Transfer To:

Account No.	Object Code	Amount
2800-540-G11-4101	Salary	$7,570.00

SECTION 7. That a certified copy of this resolution shall be filed in the Grants Division, Community Development Division, Successor Agency, Offices of the City Clerk, City Attorney, City Manager and City Controller.

SECTION 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of_____2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

December 18, 2018

TO: **MAYOR AND CITY COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR (60-MONTHS) AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO BIGBELLY FOR THE RENTAL AND SERVICING OF FIVE (5) DOUBLE KIOSK (BIGBELLY AND SMARTBELLY) STATIONS ($59,566.10)**

SUMMARY

This resolution will authorize the City Manager to enter into a Sixty (60) month agreement with and issue a purchase order in the amount of Fifty Nine Thousand Five Hundred Sixty Six Dollars and Ten Cents ($59,566.10) to BigBelly for the rental and servicing of five (5) Double Kiosk Stations – BigBelly for waste collection and SmartBelly for beverage recyclables – to be placed in five (5) City parks: South, Sebrie, Tucker, Wilson and Kelly Parks.

BACKGROUND

BigBelly was founded in 2003 with the goal of transforming one of the least efficient and resource-intensive industries on the planet – waste collection. Cities are either collecting too often or wasting fuel and labor while creating CO2 emissions. Often, cities are not able to keep up with the demands of overflowing trash cans which create litter, health and safety issues.

BigBelly has been recognized as an industry leader in the waste management, environmental and innovation technology spaces and as a "C40 Cities Climate Leadership Group" best practice. C40 is a network of the world's megacities committed to addressing climate change. C40 supports cities to collaborate effectively, share knowledge and drive meaningful, measurable and sustainable action on climate change. BigBelly offers an enterprise approach to smart connected waste management deployments. The CLEAN Management Console empowers a city to monitor and evaluate station fullness, trends, and historical analysis reporting.

The system is designed to be used in public spaces and to help manage litter reduction and achieve beverage recycling in one simple place. It provides the ability to measure the capacity at any given time and to track and schedule pickups thereby achieving better cost savings and providing for a more pleasing collection area. BigBelly has been implemented in more than forty-seven (47) countries and all fifty (50) states in America.

Cities such as Long Beach, Santa Monica and Los Angeles have all installed these systems to help improve the ascetics of their communities.

STATEMENT OF ISSUE

In 2016, the City Council authorized a 60-month rental and service agreement with BigBelly for six (6) Double Kiosk (BigBelly and SmartBelly) Stations for placement at Wilson, Burrell-MacDonald, Lueders, Kelly and Gonzales Parks, along with Dollarhide Community Center. The Department has been satisfied with the servicing of these Stations and the success provided in helping to cut down on litter in the parks.

Compton is a recipient of the California Beverage Container Recycling Payment Program. The BigBelly system is an approved option that can be fully funded. As with the first agreement with BigBelly, so too with this proposed agreement, the City has the funding available to cover the rental cost of the five (5) additional Double Kiosk Stations, the Connect System and the maintenance and servicing.

FISCAL IMPACT

For the sixty (60) month contract, the upfront cost for use of the CLEAN software licenses, hardware, installation, set-up, automated system monitoring, cleaning and inspections and customer support is $53,181.00, $970.00 shipping fee, plus staff has included approximate taxes in the amount of $5,415.10, for a total cost of $59,566.10.

There are sufficient funds in the Recycle Grant fund balance to cover this expense. A budget amendment increase of $34,566.10 is required in Acct. No. 2655 850 000 4249 for a total of $59,566.10.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

BRIAN 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 AMENDING THE 2018-2019 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR (60-MONTHS) AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO BIGBELLY FOR THE RENTAL AND SERVICING OF FIVE (5) DOUBLE KIOSK (BIGBELLY AND SMARTBELLY) STATIONS ($59,566.10)

WHEREAS, in 2016, the City Council authorized a 60-month rental and service agreement with BigBelly for six (6) Double Kiosk (BigBelly and SmartBelly) Stations for placement at Wilson, Burrell-MacDonald, Lueders, Kelly and Gonzales Parks, along with Dollarhide Community Center and the Department has been satisfied with the servicing of these Stations and the success provided in helping to cut down on litter in the parks; and

WHEREAS, Bigbelly has been recognized as an industry leader in the waste management, environmental, and innovation technology spaces and as a C40 Cities Climate Leadership Group best practice; and

WHEREAS, the Bigbelly system is designed to be used in public spaces and to help manage litter reduction and achieve beverage recycling in one simple place; and

WHEREAS, cities are either collecting too often or wasting fuel and labor while creating CO2 emissions and Bigbelly's Clean Management Console empowers a city to monitor and evaluate station fullness, trends and historical analysis reporting; and

WHEREAS, the City desires to enter into another 60-month rental and servicing agreement with BigBelly for use of the Double Kiosk Station (the Bigbelly for litter reduction and the Smartbelly for beverage recycling) for installation at five (5) additional City parks: South, Sebrie, Tucker, Wilson and Kelly Parks; and

WHEREAS, the City is a recipient of the California Beverage Container Recycling Payment Program and the BigBelly system is an approved option that can be fully funded; and

WHEREAS, there are insufficient funds in the Recycle Grant for 2018-19 Fiscal Year budget; thus, the Department budget will need to be amended using prior years revenue.

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

Section 1. That the City Manager, upon the advice of the City Attorney, is hereby authorized to enter into a sixty (60) month rental and service agreement with Bigbelly for the use of five (5) BigBelly Double Kiosk Stations to be installed in the following City parks: South, Sebrie, Tucker, Wilson and Kelly Parks.

Section 2. That a purchase order in the amount of $59,566.10 is authorized to be issued to Bigbelly.

Section 3. There is sufficient fund balance in the Recycling Grant to cover the expense. That the 2018-2019 Fiscal Year budget shall be amended to increase expenditure Acct. No. 2655 850 000 4249 by $34,566.10.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Compton Municipal Water Department.

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

ADOPTED this ____ day of _____, 2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

CONNECT UPFRONT SERVICES AGREEMENT

Agreement No. 10139

CUSTOMER				
Full Legal Name: City of Compton		Legal Contact:	Craig Cornwell
Billing Address: 205 South Willowbrook Avenue, Compton, CA 90220		Billing Contact:	Michael Harvey / Jerry Groomes
		Billing Phone:	310-605-5639
		Billing Email:	mharvey@comptoncity.org
Sales Tax Status:	☐ Exempt (Attach Certificate)	TIN or FEIN:	
	☒ Non-Exempt		
Insurance:	☐ Self-Insured		
	☒ Insurance Certificate Attached		
Shipping Address: 205 South Willowbrook Avenue, Compton, CA 90220		Shipping Contact:	Michael Harvey / Jerry Groomes
		Shipping Phone:	310-605-5639
		Shipping Email:	mharvey@comptoncity.org

Connect Service Schedule

System Software
- CLEAN Management Console Licenses for Full Term
- CLEAN Mobile Software Licenses for Full Term

Automated System Monitoring
- Automated System Diagnostics and Alerts

Equipment/Hardware
- Custom Configuration as Detailed Below

Cleaning and Inspection
- Annual Comprehensive Station Cleaning
- Annual 21-Point Station Inspection

Station Installation
- On-Site Installation for Stations

Warranty
- Hardware Parts Warranty for Full Term (includes battery)

Setup and Training
- CLEAN Management Console Software Account Setup
- System Training & Onboarding

Customer Support
- Customer Support Hotline and Trained Field Service Professionals

Equipment/Hardware Configuration

3	HC5/SC5.5 Double Stations with SC Hoppers, Anti-Graffiti Wraps & Side Messaging Panels (Installation Sites – South, Sibrie and Tucker Parks)
2	SC5.5/SC5.5 Double Stations with Anti-Graffiti Wraps, Side Messaging Panels, and SC Hopper (Installation Sites – Wilson and Kelly Parks)

Total 60 Month Up-Front Service Fee	$53,181.00
Shipping: One Time Fee	$970.00

Payment Terms: Service Fee must be paid in full prior to shipment. Bigbelly will provide services for 60 Months, beginning on delivery to Customer site. Customer is responsible for the payment of all applicable taxes, which are not included in the fees listed above. Additional customizations and/or services requested by Customer and not included above will be invoiced separately and are payable on date due. This Connect Upfront Services Agreement (the "Agreement") is non-cancelable, non-refundable and is governed by the terms and conditions set forth below.

ACCEPTED AND AGREED BY:

CUSTOMER: City of Compton

By: _____ Title: City Manager _____

Printed Name: _Cecil W. Rhambo, Jr._____ Date: _____

CONNECT UPFRONT TERMS AND CONDITIONS

1. The term of this Agreement will be sixty (60) months ("Term"), commencing upon delivery and acceptance of Equipment by Customer. Upon expiration of the term, the Parties may agree to renew or extend services as determined by their mutual agreement.

2. **Connect Service includes**:
   - Equipment hardware as described in the Service Schedule above ("Equipment") on a rental basis to Customer for the Term of this Agreement. Equipment will be new or Bigbelly refurbished equipment.
   - Delivery, at Customer's expense, to a mutually agreed upon location.
   - Equipment installation at designated locations (including semi-permanent attachment to the ground) and in accordance with a mutually agreed upon delivery and installation schedule.

- Unlimited licenses to CLEAN™ software ("Software") during the Term .
- Setup and training per agreed upon method and at designated location.
- Equipment warranty limited to defective part replacement and repair due to manufacturer defects or workmanship. Replacement parts may be new, refurbished or certified used. Customer is responsible for the cost of all other repairs and part replacements required as a result of external trauma, including but not limited to vehicle strikes, vandalism, and any other third party damage or loss as further described in Section 5 below. Custom add-ons including vinyl wraps purchased by Customer are not covered by this warranty and any related repair or replacement shall be at Customer's expense.
- Customer support and equipment maintenance, except for losses described in Section 5 below. Technical Customer Support is available Monday through Friday, 7am to 6 pm EST to guide Customer in troubleshooting, repair and replacement efforts and to assist with parts ordering. In addition, Bigbelly maintains a network of trained Field Service professionals available for dispatch upon Customer's request to investigate and resolve issues in the field. Bigbelly will provide Equipment batteries, as deemed necessary in its sole discretion, at no cost to Customer during the Term of this Agreement.
- De-installation and removal of the equipment, provided at Customer's expense . Equipment must be in operational condition and free of any damage for which Customer is responsible as described in Sections 3 and 5 below.
- Up to five (5) cleaning and inspection visits from Bigbelly are included during the Term, with one cleaning and inspection visit per every12-month period to be made available upon request at no cost to Customer.

3. **Customer Responsibilities:**
   - Customer will work with Bigbelly to provide access to Customer's installation information and locations to allow Bigbelly to perform the Connect Service described in Section 2 above in a timely manner.
   - Customer is responsible for shipping expenses and will provide an appropriate facility that can receive, inspect and stage all Equipment until the Equipment is installed.
   - Customer is responsible for site preparation and will provide a poured concrete pad if the intended installation surface does not meet Bigbelly's specifications. Customer will be responsible for any additional cost associated with Bigbelly's efforts to properly prepare the surface. Customer, at its expense, will remove existing bins or any other items from the locations where Bigbelly Equipment will be installed.
   - Customer will, within five (5) business days following relocation, notify Bigbelly in writing of the specific location of such Equipment.
   - Customer will use best efforts to maintain the general cleanliness of the equipment throughout the Term. If, after applying best effort to maintain equipment cleanliness, Customer finds equipment requires an additional Bigbelly cleaning and inspection visit, it may contact Bigbelly Customer Support to submit such request. Additional cleaning and inspection visits that are not included in the terms of this Agreement will be at Customer's expense.
   - Customer will promptly notify Bigbelly of any damage or other event that causes the Equipment to pose a public safety issue or create unsafe operating conditions, and Customer will take prompt action to eliminate such public or operator safety issues if necessary. Customer will promptly service or replace any Equipment that Customer has identified as causing a public safety issue or creating unsafe operating conditions. If Customer cannot properly resolve the issue on its own, Customer will contact Bigbelly Customer Service and Bigbelly will resolve the issue at Bigbelly's expense, unless unsafe operating condition is due to losses described in Section 5 below.
   - Customer will respond to routine maintenance and repair issues Customer observes or is notified of via automated CLEAN alerts. Customer will use reasonable efforts to promptly resolve issues and may contact Bigbelly Customer Service to receive troubleshooting assistance and instructions for proper repair. If a replacement part is needed to resolve the issue, Customer will contact Bigbelly Customer Service to request a part(s). If Customer is unable to resolve the issue on its own, Customer should contact Bigbelly Customer Service for additional assistance. Bigbelly reserves the right to bill Customer for any incurred expenses (including the dispatch of a Field Service technician and required repairs or replacement) related to Customer's failure to provide reasonable efforts, to Customer error, misuse or abuse, or any other damage as described in Section 5 below.
   - Customer will insure the Equipment against all risks of loss or damage in an amount not less than its replacement cost. Customer will also maintain for the Term, comprehensive General Liability insurance covering both personal injury and property damage of at least $1,000,000 per occurence and $2,000,000 in annual aggregate. Bigbelly will be the sole named loss payee wth respect to the property insurance and additional insured on General Liability insurance. Customer will pay all premiums for such insurance and will provide Bigbelly with satisfactory evidence of insurance prior to delivery. If Customer does not provide such insurance, Bigbelly reserves the right to obtain insurance against theft and physical damage and charge the Customer an insurance fee for such policy.

4. Bigbelly will at all times be the sole owner of the Equipment. Customer will not acquire any title or interest, legal or equitable, in the Equipment, other than the use rights provided under this Agreement. Customer will not use the Equipment other than for its intended purposes and shall ensure safe operation of the Equipment by trained personnel. Customer will comply with all Bigbelly and governmental guidelines, laws, rules, regulations and ordinances applicable to the use and operation of the Equipment.

5. Throughout the Term, Customer is responsible for the entire risk of whole or partial loss, theft, destruction, or damage to the Equipment resulting from any causes, unless loss or damage is caused by Bigbelly (including it's employees, contractors or agents), or results from defects, flaws or malfunctions in the Equipment (collectively, 'Loss'). Customer will provide Bigbelly written notice within 10 days of any Loss ('Loss Notice'). No such loss or damage relieves Customer from any of its obligations under this Agreement. If any Equipment is damaged but can be economically repaired, Customer will immediately have the Equipment restored to good working order and condition by Bigbelly at Customer's expense and Customer agrees to immediately pay Bigbelly for any incurred costs and expenses. Upon the occurrence of any other kind of Loss or if the Equipment is not economically repairable, Customer will pay Bigbelly the replacement cost of the Equipment as solely determined by Bigbelly.

6. Customer will not alter or modify the Equipment, and will not remove, cover or damage any Bigbelly logos or other identification markings on the Equipment.

7. The Equipment and Software contain intellectual property owned exclusively by Bigbelly and/or Bigbelly's licensors and Customer will obtain no rights thereto other than limited rights of use under this Agreement. All technology, materials, hardware, software, content and data related to the Equipment and Software is and shall remain the sole and exclusive property of Bigbelly. Customer is granted a royalty-free, non-exclusive, limited license to use the Equipment and Software and any

intellectual property rights therein consistent with the terms and conditions contained herein. Bigbelly reserves the right, at its sole cost and expense and with notice to Customer, to enhance or otherwise modify the Equipment and/or Software made available to Customer including enhancements or modifications for the purpose of implementing Wi-Fi network capability to the Equipment, and instituting mechanisms for data collection, processing and analysis. Bigbelly retains all media rights associated with signage, and Customer agrees not to post signage and/or advertisements on the Equipment without Bigbelly's written approval. This does not prohibit the Customer from displaying messages solely on Customer's behalf, such as public service messages.

8. Bigbelly will provide proof of coverage for Commercial General Liability Insuranceof at least $1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage; Worker's Compensation Insurance limits as required by the California Labor Code. Customer will be named as additional insured on the General Liability Insurance policy.

BIGBELLY

By _____ **Dated:** _____

Eric Sockol, Chief Financial Officer

CITY OF COMPTON

Recommended for approval:

By _____ **Dated:** _____

Brian Dickinson, General Manager
Compton Municipal Water Department

Approved as to form:

By _____ **Dated:** _____

Craig J. Cornell, City Attorney

ATTEST:

By _____ **Dated:** _____

Alita Godwin, City Clerk