

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
02/12/2019
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

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

APPROVAL OF MINUTES

1. JANUARY 22, 2019

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

2. REQUEST FOR CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO INITIATE THE PROCESS FOR DESIGNATING A PREFERENTIAL PERMIT PARKING DISTRICT IN THE RICHLAND FARMS NEIGHBORHOOD PURSUANT TO COMPTON MUNICIPAL CODE SECTION 12-9.3 (ACTION ITEM)
3. INVESTMENT REPORT - DECEMBER 31, 2018 (Receive/File)

CITY CONTROLLER

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO PRICON ENTERPRISE TECHNOLOGIES FOR COMPUTERS FOR NEW STAFF IN THE CITY CONTROLLERS DEPARTMENT INCLUDING THE BUSINESS LICENSE DIVISION (\$14,607.45)

CITY MANAGER

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CALIFORNIA WATER SERVICE COMPANY TO RESTRICT CERTAIN USES ON A PORTION OF CITY OWNED PROPERTY FIRE STATION NO. 4 PARCEL TO COMPLY WITH CALIFORNIA REGULATIONS REGARDING WELL CONTROL ZONES

PUBLIC WORKS DEPARTMENT

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD FOR THE ANNUAL WASTE DISCHARGE FEES FOR THE PUBLIC WORKS DEPARTMENT (\$50,000)

REGULAR AGENDA

CITY MANAGER'S REPORT

7. REQUEST THE USE OF THE CITY COUNCIL CHAMBERS FOR A CANDIDATE'S FORUM FOR THE APRIL 16, 2019 ELECTION HOSTED BY THE COMPTON CHAMBER OF COMMERCE (March 16, 2019 - 10am-4pm) - ACTION ITEM
8. REQUEST TO SCHEDULE A PUBLIC RELATIONS WORKSHOP FOR TUESDAY, FEBRUARY 26TH AT 5:35PM

9. POWER POINT PRESENTATION - 2019 MUNICIPAL ELECTION PROCESS (City Clerk)

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CONTRACT TERM AND INCREASING THE CONTRACT COST WITH PALP, INC. (DBA) EXCEL PAVING COMPANY FOR THE STREET REHABILITATION PROJECT (CIP# 13-01) AND ISSUING A PURCHASE ORDER (\$133,908.28)
11. 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 RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PROVIDE PARAMEDIC AND COMMAND VEHICLE MAINTENANCE AND REPAIR FOR THE REMAINDER OF FISCAL YEAR 2018-2019 (\$20,000)
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR PRECISION CONCRETE CUTTING FOR PROVISION OF CITY-WIDE "AS NEEDED" SIDEWALK REMEDIATION SERVICES (\$350,000)
13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,929, AUTHORIZING THE CITY MANAGER TO ENTER INTO A 3-YEAR TRAFFIC SIGNAL AND STREET LIGHTING MAINTENANCE SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR SIEMENS MOBILITY, INC. TO PROVIDE TRAFFIC SIGNAL AND STREET LIGHTING MAINTENANCE SERVICES CITY-WIDE ON AN "AS NEEDED" BASIS (\$1,050,000)
14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE FOR A TERM BEGINNING JULY 1, 2018 AND ENDING FEBRUARY 28, 2019 FOR A TOTAL AMOUNT NOT TO EXCEED (\$38,000)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 2/19/2019 @ 5:30PM

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

JANUARY 22, 2019

The Compton City Council meeting was called to order at 5:49 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 – Zurita, McCoy, Sharif

Council Members Absent – Brown (*Entered the meeting at 5:53 p.m.*)

Galvan (*Entered the meeting at 6:06 p.m.*)

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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Benjamin Holifield, President-Compton Business Chamber of Commerce, spoke regarding the lack of adequate street lighting and urged the Council to improve the city. Mr. Holifield also spoke regarding the lack of progress for the traffic signal on Wilmington Avenue and Greenleaf Blvd. He also spoke regarding the opening of the entry gate near the Crystal Casino which will improve the business sales. Mr. Holifield further noted that the pothole crisis is at a dangerous level although work is being done, the city should provide updates to the residents.

Clinton Stewart, Compton resident, spoke regarding the poor appearance of the city. He further noted that the city must mow the grass around the city, and trim the trees to improve the city's appearance, adding that we must have pride in the city. Mr. Stewart urged the Council to continue with the road repairs and emphasized that city pride starts from the top.

Bishop L. J. Guillory, Compton resident, spoke regarding Compton Pride and noted that Doris Davis was the first Black elected official. Mr. Guillory addressed agenda item number 8 (naming the banquet hall at the Dollarhide Center in honor of Jackie Fisher). Mr. Guillory then noted that consideration should be given to others such as former Councilwoman Delores Zurita who has worked for many years to improve the city, and further suggested that a committee be formed to decide on name changes to honor certain individuals which would enable a more collective involvement of the citizens that paid for the building.

Joyce Kelly, Compton resident, addressed the issue of renaming a site after people who have contributed to the city, indicating that there are numerous individuals who should be honored other than rappers or others who have not set foot in the city. She requested that the city pay the taxi bill, adding that the city spends money on everything else except the roads. Ms. Kelly then indicated that some of the potholes have turned to sinkholes, and conclude by questioning how much money the city has received for the billboards along the 91 Freeway.

Brooke McDuffie, Compton resident, spoke regarding the need for tree trimming on her street. She also noted that there are no street signs for street sweeping and this is a problem as vehicles are ticketed even though there are no street signs posted indicating the days and times for the services. Ms. McDuffie also stated that she is involved with the campaign to clean up Compton and Alondra where homeless encampments exist; however, it is in the unincorporated area of the city. Ms. McDuffie suggested that the citizens of the community download the Compton application to report illegal dumping and other issues, and suggested that the city place additional trashcans around the city to assist in keeping the city clean.

Janice Jackson, property owner, questioned the status of the on-line viewing of the City Council meetings. Ms. Jackson praised and commended the Compton Fire Department for providing emergency services to her mother and for providing outstanding service to the community.

City Clerk Alita Godwin explained that there is technical difficulty with the internet and Saff is working diligently to resolve the issue.

Collie Fields, President of American Federation of State, County and Municipal Employees (AFSCME) Local 3947, informed everyone of a research project involving Compton and surrounding cities commissioned by the Los Angeles Black Worker Center, the Los Angeles Fed and the Advancement Project. This report entitled ‘An Ongoing Demand for Los Angeles’ stated that a bright future requires organizing more Black public sector union workers. The purpose of the report involved a study to learn the impact of public sector union jobs on Black workers and the Black middle class of Los Angeles. The purpose was to understand how public sector union jobs affect Black workers broadly, including contributions to their families and the community. Ms. Fields offered that Black Angelinos have a higher unemployment rate than any other demographic in the County and experience poverty at a rate of 24%. Union workers in Los Angeles earn 27 % higher wages than their non-union counterparts. Ms. Fields further presented additional statistics and indicated that the conclusion of the report determined that unions stabilize Black communities, adding that the final recommendation of the report is to create access pipelines for Black workers to gain public sector union employment. The attack on unions and the recent government ‘shutdown’ culminates with an attack on the Black middle class.

5:35 P.M. PUBLIC HEARING - VESTING TENTATIVE PARCEL MAP NO. 73337

On motion by Zurita, seconded by Galvan, the public hearing was re-scheduled for **February 5, 2019 at 5:40 p.m.** by the following vote on roll call:

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

MOTION TO WAIVE THE ORDER OF THE AGENDA

On motion by Galvan, seconded by Zurita, the order of the agenda 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**

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON FIREFIGHTERS' UNION, IAFF, LOCAL 2216, FOR FISCAL YEARS 2017-2019

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

Councilman Galvan commented that the Compton Firefighters are always there for us and serving the community whenever we need them, despite having outdated equipment. He then congratulated the Firefighters Union for working together to place this item on the agenda.

Councilwoman Zurita praised and commended the Compton Fire Department for the outstanding service they have consistently provided to the residents of the Community.

Mayor Brown emphasized that the men and women of the Fire Department are the backbone of our community and the crown jewels of the city. Mayor Brown further noted that the city is working together to stabilize our finances and target additional funding for the Fire Department to improve the fire stations.

Resolution Number 24,910 entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON FIREFIGHTERS' UNION, IAFF, LOCAL 2216, FOR FISCAL YEARS 2017-2019**’ 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**

CONSENT AGENDA

APPROVAL OF MINUTES

2. JANUARY 8, 2019

CITY FIRE DEPARTMENT

3. 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 ENTER INTO A THREE (3) YEAR SUBSCRIPTION AGREEMENT WITH DIGITAL EMS SOLUTIONS, INC FOR ELECTRONIC PATIENT CARE REPORTING FOR FIRE DEPARTMENT PERSONNEL FOR (\$104,400) (*Approved Resolution Number 24,911*)

WATER DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING MEMBERSHIP WITH THE ASSOCIATION OF CALIFORNIA WATER AGENCIES FOR THE 2019 CALENDAR YEAR (\$10,340) (*Approved Resolution Number 24,912*)

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT WITH THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR SAFE DRINKING WATER PROGRAM FOR DISADVANTAGED COMMUNITIES PROGRAM SERVICES (*Approved Resolution Number 24,913*)

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

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

END CONSENT AGENDA

REGULAR AGENDA

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

6. REMOVAL OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

GREGORY HAYNES - COMPTON TAXPAYERS COMMITTEE

On motion by Zurita, seconded by Galvan, **Gregory Haynes** was removed from the Compton Taxpayers Committee by the following vote on roll call:

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

CITY MANAGER'S REPORT

7. POWER POINT PRESENTATION - METRO'S MOBILITY ON DEMAND PILOT PROJECT FOR THE BLUE LINE ARTESIA STATION

Joshua Schank, Chief Innovation Officer for Los Angeles Metro offered a power point presentation detailing new ideas for improving mobility in Los Angeles County. Mr. Schank indicated that LA Metro is partnering with Via, which is a ridesharing provider funded, in part, by \$1.35 Million FTA Mobility on Demand Sandbox Grant. This is a pilot project which will make it easier for a rider to connect to/from the Metro's system and make travelling affordable, equitable and accessible. In an effort to entice residents to ride public transportation again, LA Metro has launched a pilot program designed to shuttle residents to and from three of the busiest Metro stations at the Artesia, El Monte and North Hollywood stations. The year-long pilot program is free for those registered with Metro's low-income fare program. It will cost TAP card holders \$1.75 per ride. Mr. Schank asked those interested in the program to visit: www.metro.net/via, or call (619) 731-0710 for further details.

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

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON NAMING THE BANQUET HALL AT THE DOUGLAS DOLLARHIDE COMMUNITY CENTER THE "JACKIE FISHER BANQUET HALL"

It was moved Sharif that the resolution be approved.

City Manager Cecil Rhambo requested that the item be removed for further research and consideration.

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR GROWTH MINDSET COMMUNICATIONS TO PROVIDE PUBLIC RELATIONS SERVICES (\$105,000)

On motion by Zurita, seconded by McCoy, **Resolution Number 24,914** entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR GROWTH MINDSET COMMUNICATIONS TO PROVIDE PUBLIC RELATIONS SERVICES' 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

(Councilmember Sharif exited the meeting at 6:59 pm. and returned at 7:02 p.m.)

CONSIDERATION OF SUBSEQUENT NEED

On motion by Zurita, seconded by Galvan, to consider a Subsequent Need item by the following vote on roll call:

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

WAIVER OF FEES FOR THE USE OF BURRELL MACDONALD PARK FOR THE REPASS SERVICES FOR THEROLINE WESSON

City Manager Cecil Rhambo explained that the Wesson family has requested this use of facilities and fee waiver in the amount of \$150.00 for repass services for **Therolene Wesson** on January 25, 2019 from 4 p.m. to 7 p.m.

City Attorney Craig Cornwell reported that an item may be voted upon by the City Council under two conditions if the item is not listed on the agenda: (1) the item has come to the attention of this Body after the agenda has been posted and; (2) the item cannot reasonably wait until the next regularly scheduled meeting. Attorney Cornwell further indicated that on both accounts, this item is properly before the City Council.

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

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

(Councilman Galvan exited the meeting at 7:03 p.m.)

Councilperson Zurita offered the following communications/announcements:

- Congratulated the Compton Unified School District and Dominguez High School for being honored on the floor of the California Senate floor for their partnership with Capitol records-Dominguez High School afterschool program to provide a direct track to recording industry careers.
- Requested that a workshop be scheduled to provide a refresher course on adding items to the City Council agenda for consideration.
- Requested a presentation from the City Manager highlighting the upcoming street repair schedule for the benefit of the residents.
- Adjourn in memory of **Mary Rose Virgil Cartwright** and **Maxine Shipwith**

Councilperson McCoy offered the following communications/announcements:

- Thanked and commended Holy Chapel Baptist Church for hosting a very inspirational Prayer Breakfast under the direction of Pastor George Thomas.
- Attended Neighborhood Housing Services New Year open house which will be offering wonderful programs for the community.
- Indicated that residents are complaining about being unfairly ticketed for parking on street sweeping days, however, there are no visible street signs or inadequate signage denoting the day and time for the street sweeping services.
- Requested that the railroad tracks from Greenleaf Boulevard to Alondra Boulevard be cleared and cleaned.
- Announced that the Compton Initiative will be performing painting and cleaning of various schools and providing repairs on several residences along with clean-up of the Compton Creek.
- Adjourn in memory of **Therolene Wesson**.

Councilperson Sharif offered the following communications/announcements:

- Congratulated the Los Angeles Unified School District Teachers and Mayor Eric Garcetti for ending the teachers' strike.
- Requested an update on the Requests for Proposals for South Park.

- Commented that she attended the wonderful Dr. Martin Luther King Jr. - Southern Christian Leadership Conference Legacy Awards Banquet and congratulated Kia Paterson-Owner, Grocery Outlet Compton who was honored and received the *Economic Justice Award*; Emilia Guereca, Co-Executive Director of the Women's March with the *Rosa Parks Humanitarian Award*; and L. A. City Council President Herb Wesson was honored with the *Drum Major for Justice Award*.
- Commented that she has been working with the Seniors of the community since she was elected to serve and will continue to listen, assist and support community members who are working towards uplifting and improving the community---and further noted that there are several community servants such as Doris Davis, Maxcy Filer and others who deserve to be honored and recognized by the city.

(Councilmember Zurita exited the meeting at 7:09 p.m. and returned at 7:13 p.m.)

Mayor Brown offered the following communications/announcements:

- Commented that she recently attended the launch of the Neighborhood Sustainability Center Lift Program which offers \$25,000 down payment assistance grant funds and home buyer education for eligible residents living in Los Angeles County.
- Commented that the Compton Education Association will host a Town Hall Meeting with parents and teachers of the Compton Unified School District to address questions and share concerns on Tuesday, January 29, 2019 from 5 to 7 p.m. at 333 South Santa Fe Avenue, Compton.
- Invited the community to attend the upcoming ***Open Mic Night*** on Thursday, January 31, 2019 beginning at 7 p.m. at the Dollarhide Community Center located at 301 South Tamarind Avenue, Compton.
- Requested that the City Manager schedule a presentation from Code Enforcement to highlight the department's focus areas and provide input on the work plan/schedule that will be best for moving the city forward.
- Honored Dr. Martin Luther King, Jr. on his legacy and offered a quote from Dr. King: ***"Everybody Can Be Great, Because Anybody Can Serve"***

ADJOURNMENT

On motion by McCoy, seconded by Sharif the meeting was adjourned in memory of **Joe Moore, Mary Rose Virgil Cartwright, Ernestine Shipwith and Therolene Wesson** at 7:31 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

February 12, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: REQUEST FOR CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO INITIATE THE PROCESS FOR DESIGNATING A PREFERENTIAL PERMIT PARKING DISTRICT IN THE RICHLAND FARMS NEIGHBORHOOD PURSUANT TO COMPTON MUNICIPAL CODE SECTION 12-9.3

SUMMARY

Staff requests that the City Council authorize the City Manager to initiate the process for designating a preferential permit parking district in the Richland Farms neighborhood for properties that are zoned for residential agriculture.

BACKGROUND

Ordinance No. 2166, effective October 9, 2007, created the City's Preferential Permit Parking Program. The goal of the program was specifically to alleviate the effects of the severe lack of on-street parking on certain residential streets in the city, caused primarily by non-resident vehicular traffic, by providing reasonably available and convenient parking for the adjacent residents.

On June 19, 2018, City Council adopted Ordinance No. 2,298, amending Compton Municipal Code Section 12-9 in its entirety to improve the process for designating a preferential parking district. The purpose of the preferential permit parking program is to alleviate the adverse effects of long-term parking of motor vehicles on various streets by nonresidents. The restricting of parking to brief time periods for non-residents will ease the ability of residents and their guests to park their vehicles near their residences in a designated preferential permit parking district.

STATEMENT OF THE ISSUE

Residents of the Richland Farm neighborhood have historically experienced limited parking availability in their community that is zoned for residential agriculture use. The process for designating a preferential permit parking district can be initiated by a motion of the City Council. Staff requests that the City Council authorize the City Manager or his/her designee (i.e. City Engineer) to initiate a study within thirty (30) days to determine whether a preferential permit parking district should be implemented in the Richland Farms neighborhood for properties that are zoned for residential agriculture. The study should also indicate specific, targeted time period(s) for the program to be efficiently enforced.

The properties that are zoned for residential agriculture use in the Richland Farms neighborhood are located on the following streets:

- (1) Raymond Street between Wilmington Avenue and Oleander Avenue;
- (2) Tichenor Street between Wilmington Avenue and Oleander Avenue;
- (3) Caldwell Street between Wilmington Avenue and Oleander Avenue;
- (4) Bennett Street between Wilmington Avenue and Oleander Avenue;
- (5) Greenleaf Boulevard between Wilmington Avenue and Oleander Avenue.

The guidelines for designating a preferential parking district are delineated in Section 9.3 (F) of the Compton Municipal Code.

FISCAL IMPACT

There is no immediate fiscal impact as a result of the recommended action.

Staff will return to Council with estimated costs for new signage if the establishment of a residential preferential parking district is recommended to the City Council following a study conducted by Staff. There is currently no cost to issue a preferential parking permit.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager or his/her designee to initiate a study within thirty (30) days to determine whether a preferential permit parking district should be implemented in the Richland Farms neighborhood for properties that are zoned for residential agriculture.

CRAIG CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

FEBRUARY 19, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY TREASURER

SUBJECT: INVESTMENT REPORTS

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORT ACCURATELY REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND THE SUCCESSOR AGENCY AS OF DECEMBER 31, 2018.

DOUGLAS SANDERS
CITY TREASURER



CITY OF COMPTON
Portfolio Management
Portfolio Summary
December 31, 2018

City of Compton
 205 S. Willowbrook Ave.
 Compton, CA 90220
 (310)605-5515

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Passbook/Checking Accounts -2	454,475.94	454,475.94	454,475.94	0.73	1	1	0.089	0.090
Local Agency Investment Funds	61,699,923.39	61,699,923.39	61,699,923.39	99.07	1	1	2.113	2.142
Managed Pool & Money Market Account	124,876.34	124,876.34	124,876.34	0.20	1	1	0.098	0.100
Investments	62,279,275.67	62,279,275.67	62,279,275.67	100.00%	1	1	2.094	2.123

Total Earnings	December 31 Month Ending
Current Year	126,252.59
Average Daily Balance	62,498,362.17
Effective Rate of Return	2.38%

This report reflects all pooled investments in conformity with the Investment Policy adopted by the City Council Gov Code 53646(b) (3). The monthly investment report must state the ability of the agency to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient cash funds may or may not be available. The Investment program should provide sufficient cash to meet six months of estimated expenditures; there should be sufficient cash available. As of December 31, 2018, the 6th month of the Fiscal Year 2018/2019, the City had a total in the General City Bank account plus LAF account of \$38.9 million. At the time of this report, \$1,396,910.33 in large outstanding warrants due to our vendors. On December 20, 2018, the City received its portion of Property Tax revenue of \$11,267,354.02, of that portion, \$6,991,329.34 goes towards PERS. In addition, the Successor Agency will receive its property tax revenue called ROPS on January 2, 2019. Our PERS balance is \$21.2 million as of the date of this report. In 2018, the FOMC increased the interest rates, 25 bases points or 1/4 of a percent, and the FOMC members may make another rate hike in 2019. Yields continue to rise in less risky investment vehicles. Feds are anticipating future recession in the economy and higher inflation. The City chose not to do any TRANS for these fiscal years 2018/2019. In the months of February and March 2019, the City has major bond debt payments. There are other major bond payments in Water and CRA or The Successor Agency in the months of September 2019. In the spring and summer of 2019, Compton will begin a large road construction program, which will require large use of cash expenditures during these projects.

The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.

Treasury Rates as of 12/31/18

3 month T-Bill @ 2.3680%
 6 month T-Bill @ 2.4730%
 1 year T-Bill @ 2.5120%

DOUGLAS SANDERS, CITY TREASURER

2-7-19

Reporting period 12/01/2018-12/31/2018

Run Date: 02/07/2019 - 12:32

No fiscal year history available

CITY OF COMPTON

Portfolio Management

Portfolio Details - Investments

December 31, 2018

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity
Passbook/Checking Accounts -2											
5007	5007	Family Self Sufficiency			147,345.39	147,345.39	147,345.39	0.070	0.069	0.070	1
4000	4000	Neighborhood Improvement			307,130.55	307,130.55	307,130.55	0.100	0.099	0.100	1
Subtotal and Average			454,215.79		454,475.94	454,475.94	454,475.94		0.089	0.090	1
Local Agency Investment Funds											
6000	6000	General City			22,658,332.99	22,658,332.99	22,658,332.99	2.160	2.130	2.160	1
6011	6011	SA Low Cost Housing			0.00	0.00	0.00		0.000	0.000	1
6029	6029	Measure R			1,836,461.64	1,836,461.64	1,836,461.64	2.160	2.130	2.160	1
6019	6019	EDA Revolving Loan			70,109.79	70,109.79	70,109.79	2.160	2.130	2.160	1
6002	6002	Prop C			1,559,466.19	1,559,466.19	1,559,466.19	2.160	2.130	2.160	1
6030	6030	PROP A			3,066,474.08	3,066,474.08	3,066,474.08	2.160	2.130	2.160	1
6027	6027	River Mountain Conservancy			12,157.73	12,157.73	12,157.73	2.160	2.130	2.160	1
6007	6007	Successor Agency General			14,204,366.87	14,204,366.87	14,204,366.87	2.160	2.130	2.160	1
6003	6003	Sewer Bond Proceeds			856,774.88	856,774.88	856,774.88	2.160	2.130	2.160	1
SYS10128	10128	Measure M	10/03/2018		500,000.00	500,000.00	500,000.00		0.000	0.000	1
6022	6022	Regional Park			2,834,166.76	2,834,166.76	2,834,166.76	2.160	2.130	2.160	1
2100	6021	Retirement Fund			14,101,612.46	14,101,612.46	14,101,612.46	2.160	2.130	2.160	1
Subtotal and Average			61,919,278.23		61,699,923.39	61,699,923.39	61,699,923.39		2.113	2.142	1
Managed Pool & Money Market Account											
5004	5004	Formal Assurance Prg Money Mkt			124,342.51	124,342.51	124,342.51	0.100	0.099	0.100	1
5005	5005	Rental Rehab Prg Money Market			203.41	203.41	203.41	0.060	0.059	0.060	1
5003	5003	Residential Rehab Money Market			330.42	330.42	330.42	0.040	0.039	0.040	1
Subtotal and Average			124,868.15		124,876.34	124,876.34	124,876.34		0.098	0.100	1
Total and Average			62,498,362.17		62,279,275.67	62,279,275.67	62,279,275.67		2.094	2.123	1

**CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
DECEMBER 31, 2018**

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	283,375.68
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	11,605,350.37
1520	MEASURE R	BANK OF THE WEST	175,092.75
2000	PROP A	BANK OF THE WEST	408,423.85
4000	SA GENERAL	BANK OF THE WEST	14,741,463.44
1203	SA LOW COST HOUSING	BANK OF THE WEST	5,983,846.71
2100	PERS	BANK OF THE WEST	7,074,513.35
1528	MEASURE M	BANK OF THE WEST	1,177,400.13
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,145.40
2820	FAMILY SELF SUFFICIENCY	BANK OF THE WEST	147,345.39
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	461,344.85
2805	HOME LOAN PROGRAM	BANK OF THE WEST	1,465,304.92
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	1,768,709.73
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	8,805.90
5116	BOND SEWER CONSTRUCTION FUND	BANK OF THE WEST	8,328.40
6400	LIABILITY	BANK OF THE WEST	99,030.00

**CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
DECEMBER 31, 2018**

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1001	COC - CHANGE FUND	BANK OF THE WEST	70.00
1900	PROP C	BANK OF THE WEST	508,370.32
6300	WORKERS COMP	BANK OF THE WEST	178,193.78
2820	HOUSING AUTHORITY	BANK OF THE WEST	222,487.40
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	123,104.18
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	3,996.67
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	489,359.91
5000	COC UTILITIES BILLINGS	BANK OF THE WEST	2,307,657.25

February 12, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: RAFAELA T. KING, CITY CONTROLLER
CITY CONTROLLER'S OFFICE

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO PRICON ENTERPRISE TECHNOLOGIES FOR COMPUTERS FOR NEW STAFF IN THE CITY CONTROLLER'S DEPARTMENT INCLUDING THE BUSINESS LICENSE DIVISION (\$14,607.45)

SUMMARY

Adoption of the attached resolution will authorize the City Manager to establish a purchase order in the amount of Fourteen Thousand Six Hundred Seven Dollars and Forty-Five Cents (\$14,607.45) with Pricon Enterprise Technologies for new computers for the staff in the Controller's Office and Business License Division and amend the Controller's Office FY 2018-19 budget to transfer funds to the appropriate account.

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. The Controller's Office budget was approved to fill eight vacancies that included five new positions. Since July 1, 2018, the City Controller's Office has filled several key positions and is now in need of computers for the new staff.

STATEMENT OF THE ISSUE

The Controller's Office is responsible for the General Ledger, Accounts Payables, Payroll, Purchasing, and the Business License Division. The department has been filling vacancies to get to the current authorized staffing. The department is in need of computers. Two (2) for the Business License Division, five (5) desktops and one laptop computer for the Controllers' office new staff. Funds were budgeted and are available in the 2018-19 fiscal year's budget. A transfer needs to be approved to allocate funds to the Business License division. In addition, since the total amount is above the City Manager's signing authority, this item requires council approval.

The proposed transfer is as follows:

TRANSFER FROM:

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1001 650 000 4335	Office Furniture & Equipment	\$3,439.00

TRANSFER TO:

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1001 650 BLC 4335	Office Furniture & Equipment	\$3,439.00

ALTERNATIVE

No alternative provided.

FISCAL IMPACT

The proposed transfers are from funds within the City Controller’s Department, no additional funding outside of the department is being requested.

After the proposed transfer, the funds will be paid from:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1001-650-000-4335	Office Furniture & Equipment	\$11,169.11
1001-650-BLC-4335	Office Furniture & Equipment	\$ 3,438.34

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

RAFAELA T. KING
CITY CONTROLLER

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 ISSUE A PURCHASE ORDER
TO PRICON ENTERPRISE TECHNOLOGIES FOR COMPUTERS FOR
NEW STAFF IN THE CITY CONTROLLERS DEPARTMENT INCLUDING
THE BUSINESS LICENSE DIVISION (\$14,607.45)**

WHEREAS, on June 26, 2018, the City Council adopted Resolution No. 24,804, which adopted the City of Compton's 2018-2019 Fiscal Year Budget. The Controller's Office budget was approved to fill eight vacancies that included five new positions. Since July 1, 2018, the City Controller's Office has filled several key positions and is now in need of computers for the new staff; and

WHEREAS, the Controller's Office is responsible for the General Ledger, Accounts Payables, Payroll, Purchasing, and the Business License Division. The department has been filling vacancies to get to the current authorized staffing. The department is in need of computers. Two (2) for the Business License Division, five (5) desktops and one laptop computer for the Controllers' office new staff; and

WHEREAS, the total amount is above the City Manager's signing authority, this item requires council approval; and

WHEREAS, funds were budgeted and are available in the 2018-2019 fiscal year's budget; and

WHEREAS, to pay for this expenditure the Department's 2018-2019 Fiscal Year budget must be amended to transfer funds between accounts.

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

Section 1. The City Controller Department 2018-2019 Fiscal Year budget is hereby amended to transfer funds between accounts as follows:

<u>From</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
1001-650-000-4335	1001-650-BLC-4335	Controllers Furniture/Equip	\$ 3,439.00

Section 2. That funds in the amount of \$14,607.45 are available in the 2018-2019 Fiscal Year budget of the City Controller Department (after budget is amended) in Account No. 1001-650-000-4335 (\$11,169.11) and Account No. 1001-650-BLC-4335 (\$3,438.34).

Section 3. That a purchase order in the amount of \$14,607.45 is authorized to be issued for Pricon Enterprise Technologies.

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

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

ADOPTED this ____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this ____ day of _____, 2019.

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



Quote # 138591
January 9, 2019
City of Compton

QTY	PART NO	DESCRIPTION	PRICE	EXTENDED
7	4BC48UT	HP EliteDesk 800 G4 Tower - 1 x Core i7 8700 / 3.2 GHz - RAM 8 GB - SSD 256 GB - NVMe - DVD-Writer - UHD Graphics 630 - GigE - Win 10 Pro 64-bit - vPro - monitor: none - Smart B	\$949.00	\$6,643.00
14	1FH46A8#ABA	HP EliteDisplay E233 LED monitor - 23" - 1920 x 1080 Full HD (1080p) - IPS - 250 cd/m ² - 1000:1 - 5 ms - HDMI, VGA, DisplayPort	\$161.00	\$2,254.00
7	AW664UT	HP Adjustable Dual Display Stand Stand for 2 LCD displays - screen size: up to 24"	\$141.00	\$987.00
1	1FH50A8	HP EliteDisplay E273 LED monitor - 27" - 1920 x 1080 Full HD (1080p) - IPS - 250 cd/m ² - 1000:1 - 5 ms - HDMI, VGA, DisplayPort	\$229.00	\$229.00
1	1MK33UT	HP USB-C Universal Dock Docking station - USB-C - GigE - 90 Watt - Smart Buy	\$195.00	\$195.00
1	1GE46UT	HP EliteBook 840 G4 Core i7 7600U / 2.8 GHz - Win 10 Pro 64-bit - 8 GB RAM - 256 GB SSD SED, TCG Opal Encryption 2, TLC - 14" TN touchscreen 1920 x 1080 (Full HD) - HD Graphics 620 - Wi-Fi, Bluetooth - kbd: US	\$1,539.00	\$1,539.00
1	1KM17UT	HP Executive Notebook carrying backpack - 17.3" - midnight	\$55.00	\$55.00
1	UC284E	Electronic HP Care Pack Next Business Day Hardware Support with Accidental Damage Protection Extended service agreement - parts and labor - 4 years - on-site - 9x5 - response time: NBD	\$289.00	\$289.00
7	HN788E	Electronic HP Care Pack Next Business Day Hardware Support PROMO 800 G4 Extended service agreement - parts and labor (for desktop without monitor) - 4 years - on-site - response time: NBD	\$33.00	\$231.00
15	U0J13E	Electronic HP Care Pack Next Business Day Hardware Support Extended service agreement - parts and labor - 5 years - on-site - 9x5 - response time: N	\$62.00	\$930.00
		Total		\$13,352.00
		Tax 9.75		\$1,160.45
		Shipping		\$0.00
		CA Rec.		\$95.00
		Grand Total		~~\$14,607.45~~

PO would be to Pricon, please call Brian Staffa at 714-758-8832 if you have any questions.

1831 West Lincoln Avenue Anaheim, CA 92801
(714) 758-8832 Fax (714) 635-1752

**Sales Representative**

Andrew Koch
akoch@itconnectinc.com
Phone:
Fax:

Date: January 10, 2019
Quote Expires: 30 day(s)

Proposal # 001960-R1**Bill to:**

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Garry Francis
(310) 605-5503
gfrancis@comptoncity.org

Ship to:

City of Compton
205 South Willowbrook Ave.
Compton, California 90220
Garry Francis
(310) 605-5503
gfrancis@comptoncity.org

Model	Description	Unit Price	Qty	Total Extended
UC284E	4YR UPG WARR ONSITE NBD WITH ELEC OFFSITE ACCIDENTAL DAMAGE PROT	311.13	1	\$311.13
U7897E	4YR UPG WARR ONSITE NBD HIGH ELEC END DESKTOP W/ 3/3/3 STD WARR	43.33	7	\$303.31
U0J13E	Electronic HP Care Pack Next Business Day Hardware Support 5YR	67.60	15	\$1,014.00
AW664UT#ABA	SMART BUY ADJUSTABLE DUAL STND MONITOR STAND	153.94	7	\$1,077.58
4BC48UT#ABA	SMART BUY ELITEDESK 800 G4 TWR SYST I7-8700 3.2G 8GB 256GB SSD W10P	1,026.37	7	\$7,184.59
1MK33UT#ABA	SMART BUY USB-C UNIVERSAL DOCK PERP	202.86	1	\$202.86
1KM17UT	SMART BUY EXECUTIVE MIDNIGHT CASE BACKPACK FOR LAPTOP FITS 17.3IN	55.11	1	\$55.11
1FH50A8#ABA	SMART BUY 27IN ELITEDISPLAY MNTR E273 MONITOR	246.23	1	\$246.23
1FH46A8#ABA	SMART BUY 23IN LCD 1920X1080 MNTR 1000:1 ELITEDISPLAY E233 VGA HDMI 5	179.42	14	\$2,511.88
3RF14UT#ABA	HP EliteBook 840 G5 - 14 - Core i7 8550U - 8 GB RAM - 256 GB	1,507.07	1	\$1,507.07
SUBTOTAL				\$14,413.76
Subtotal:				\$14,413.76
Tax:				1,373.48
Total:				\$15,787.24

SOLD-TO PARTY 10927790

COMPTON FIRE DEPARTMENT
201 S ACACIA AVE
COMPTON CA 90220-3102

SHIP-TO PARTY

COMPTON FIRE DEPARTMENT
201 S ACACIA AVE
COMPTON CA 90220-3102

We deliver according to the following terms:

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

Quotation

Quotation Number : 220785299
Document Date : 07-JAN-2019
PO Number :
PO Release :
Sales Rep : Christopher Letsinger
Email : CHRISTOPHER.LETSINGER@INSIGHT.C
Telephone : 4801115820

Material	Material Description	Quantity	Unit Price	Extended Price
<u>1FY72UT#ABA</u>	HP EliteDesk 800 G3 - tower - Core i7 7700 3.6 GHz - 8 GB - 256 GB - US OPEN MARKET	7	1,065.96	7,461.72
<u>AW664UT#ABA</u>	HP Adjustable Dual Display Stand - stand OPEN MARKET	7	150.39	1,052.73
<u>1FH46A8#ABA</u>	HP EliteDisplay E233 - LED monitor - Full HD (1080p) - 23" - Smart Buy EWR Fee 6.00/EA OPEN MARKET	14	171.22	2,397.08
<u>1FH50A8#ABA</u>	HP EliteDisplay E273 - LED monitor - Full HD (1080p) - 27" - Smart Buy EWR Fee 6.00/EA OPEN MARKET	1	217.79	217.79
<u>U7897E</u>	Electronic HP Care Pack Next Business Day Hardware Support - extended service agreement - 4 years - on-site OPEN MARKET	7	40.61	284.27
<u>U0J13E</u>	Electronic HP Care Pack Next Business Day Hardware Support - extended service agreement - 5 years - on-site OPEN MARKET	15	63.35	950.25
<u>1MK33UT#ABA</u>	HP USB-C Universal Dock - docking station OPEN MARKET	1	188.55	188.55
<u>1GE46UT#ABA</u>	HP EliteBook 840 G4 - 14" - Core i7 7600U - 8 GB RAM - 256 GB SSD - US EWR Fee 5.00/EA OPEN MARKET	1	1,689.15	1,689.15
<u>1KM17UT</u>	HP Executive notebook carrying backpack OPEN MARKET	1	59.42	59.42

Material	Material Description	Quantity	Unit Price	Extended Price
UC284E	Electronic HP Care Pack Next Business Day Hardware Support with Accidental Damage Protection - extended service agreement - 4 years - on-site OPEN MARKET	1	291.60	291.60
Product Subtotal				13,066.44
Services Subtotal				1,526.12
EWR Fee				95.00
Freight				154.39
TAX				1,339.31
Total				16,181.26

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

Sincerely,

Christopher Letsinger
4801115820
CHRISTOPHER.LETSINGER@INSIGHT.COM
Fax 4807608104

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

The U.S. government has imposed tariffs on technology-related goods. Many of Insight's OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already provided Insight with cost increases, in some instances multiple times per day, while other providers are still assessing their situations. Due to the situation it is possible this quote may be subject to cost changes for Insight which will necessitate changes to the quoted pricing, or withdrawal of the quote.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: http://www.insight.com/en_US/help/terms-of-sale-products-ips.html

ZONES™

1/8/2019

Bill To:
CITY OF COMPTON
COMPTON CONTROLLER
205 S. WILLOWBROOK
P.O. BOX 5118
Compton, CA 90221
Phone : (310) 605-5576

Ship To:
GARRY FRANCIS
CITY OF COMPTON
205 S. WILLOWBROOK AVE
COMPTON, CA 90220
USA

Account # 0071060648
Quote : K1196623
PO# :

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Memory Prices are valid for 24 hours only, call for verification

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ZONES INC
PO Box 34740
Seattle WA 98124-1740

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ZONES INC ACCOUNT EXECUTIVE
VIA FAX OR EMAIL**

David Smith
Account Executive
Phone:(253) 288-6011
Fax:(253) 288-6511

Email:david.smith@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
A 00344271	23		CA ELECTRONIC WASTE RECYCLING FEE 15 TO 35 INCH	A 00344271	6	138.00
006010361-NEW	7	HP INC.	HP 800G4ED TWR i78700 8GB/256 PC U.S.	4BC48UT#ABA	1068.69	7,480.83
P 04034272	7	HP INC.	HP Adjustable Dual Monitor Stand US	AW664UT#ABA	151.85	1,062.95
005108712-NEW	14	HP INC.	HP Smart E233 23in IPS 1920x1080 VGA/HDMI/DPort LED Monitor w/Height	1FH46A8#ABA	176.99	2,477.86
005231999-NEW	1	HP INC.	HP Smart E273 27in IPS 1920x1080 LED Dport-VGA-HDMI Monitor w/Height	1FH50A8#ABA	242.54	242.54
A 01204275	7	HP INC.	HP Care Pack 9x5 NBD 4 yr	U7897E	41.90	293.30
000089925-NEW	15	HP INC.	HP 5y Nbd Adv Exchange Large Monitor SVC	U0J13E	65.37	980.55
005199974-NEW	1	HP INC.	HP USB-C Universal Dock - docking station	1MK33UT#ABA	202.78	202.78
004584008-NEW	1	HP INC.	HP EliteBook 840 G4 - 14 - Core i7 7600U - 8 GB RAM - 256 GB SSD - US	1GE46UT#ABA	1706.81	1,706.81
004837484-NEW	1	HP INC.	HP Exec 17.3 Midnight Backpack	1KM17UT	52.19	52.19
001774150-NEW	1	HP INC.	HP 4y Nbd Onsite with ADP G2 NB Only SVC	UC284E	300.90	300.90

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Installation Services

On-site Technical Services and Hourly Service Rates

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Estimated Sales Tax: \$1,355.66

FedEx Ground: \$0.00

Grand Total: \$16,294.37

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WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!

February 12, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CALIFORNIA WATER SERVICE COMPANY TO RESTRICT CERTAIN USES ON A PORTION OF CITY OWNED PROPERTY FIRE STATION NO. 4 PARCEL TO COMPLY WITH CALIFORNIA REGULATIONS REGARDING WELL CONTROL ZONES

SUMMARY

The City Council will consider a resolution authorizing an agreement between the City of Compton and California Water Services Company to restrict certain uses on a 1,767 square foot area located on the western boundary of Fire Station # 4's property.

BACKGROUND

The City of Compton Successor Agency has executed a Purchase Sale Agreement with California Water Service Company for the sale of Successor Agency(SA) owned real property located at 958 W. Walnut Avenue in the City of Compton for the purpose of performing water quality laboratory operations for its clients. The use of the property includes locating a ground water well on the property.

New groundwater wells are required to establish a control zone with a 50-ft radius protecting against vandalism, tampering or other threats. However, due to the configuration of the 958 W. Walnut property, establishment of this Well Control Zone within the property boundaries cannot be accomplished. Based on the location of the proposed well, the control zone extends into the neighboring property (Fire Station No. 4 Parcel), refer to the attached plan showing a visual representation of the "Affected Area". The Affected Area that overlaps to the Fire Station No. 4 Parcel is shown in red.

The State is requiring that California Water Service Company comply with the requirements of the Well Control Zone Area. California Water Service Company has asked the City of Compton to sign an agreement (attached to the resolution) to restrict certain activities on the "Affected Area" to show the State that it can comply. If the State determines that Cal Water Service Company cannot comply with the requirements, the State may not allow them to build the ground water well.

California Water Service Company met with the Assistant City Manager and Fire Chief to let them know what the restrictions would be and that the restrictions would only apply to the Affected Area. The Fire Chief indicated that the restrictions would not impact Fire Station No. 4 operations. The Chief also asked that California Water Service Company, delineate the affected area with paint at their expense.

STATEMENT OF THE ISSUE

The Successor Agency has approximately 18 properties to dispose of as required by State law. Because of the size and configuration of the real property located at 958 W. Walnut Street and its location next to Fire Station No. 4, there has been little interest from developers to purchase or develop the property. California Water Service Company's proposal makes use of the vacant property which has been blighted for many years. An Agreement between the City of Compton and California Water Service Company should meet the State's requirements for the Well Control Zone Area. Without State approval, California Water Service Company will exercise the Due Diligence Clause in the Purchase Sale Agreement and withdraw from purchasing the property. City Council approval is necessary because the Well Control Zone overlaps onto City owned property Fire Station No. 4 parcel.

FISCAL IMPACT

There is no impact to the General Fund. Future expansion of the improvements by the City will have an open space restriction. Therefore, there is no lost opportunity cost arising from execution of this Agreement.

RECOMMENDATION

Staff recommends that the City Council approve the resolution to enter into an agreement with California Water Service Company to restrict certain uses in the 1,767 square foot affected area on the Fire Station No. 4 parcel.

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 AN AGREEMENT WITH CALIFORNIA WATER SERVICE COMPANY TO RESTRICT CERTAIN USES ON A PORTION OF CITY OWNED PROPERTY FIRE STATION NO. 4 PARCEL TO COMPLY WITH CALIFORNIA REGULATIONS REGARDING WELL CONTROL ZONES

WHEREAS, the City of Compton (City) owns the real property known as Fire Station Parcel No.4; and

WHEREAS, California Water Service Company (Cal Water) has entered into a Purchase Sale Agreement with the City of Compton Successor Agency for the Purchase and Sale of Successor Agency owned real property located at 958 West Walnut Avenue to perform water quality laboratory operations which includes locating a new ground water well on the property; and

WHEREAS, Cal Water is required by the State to establish a 50 foot radius Well Control Zone around the new well; and

WHEREAS, a portion of the Well Control Zone is located on Fire Station Parcel No. 4; and

WHEREAS, Cal Water wishes to enter into the attached Agreement with the City to restrict certain uses in the Well Control Zone on Fire Station Parcel No. 4; and

WHEREAS, the Fire Chief has indicated that the restrictions would not impact Fire Station No. 4 operations.

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

Section 1. That the City Council, hereby authorizes the City Manager to enter into the attached agreement with Cal Water to restrict certain uses in the Well Control Zone located on the western boundary of Fire Station Parcel No. 4.

Section 2. That the agreement shall last as long as the ground water well is in operation by Cal Water.

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

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

ADOPTED this _____ day of _____, 2019.

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, Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2019.

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



PROPERTY DATA

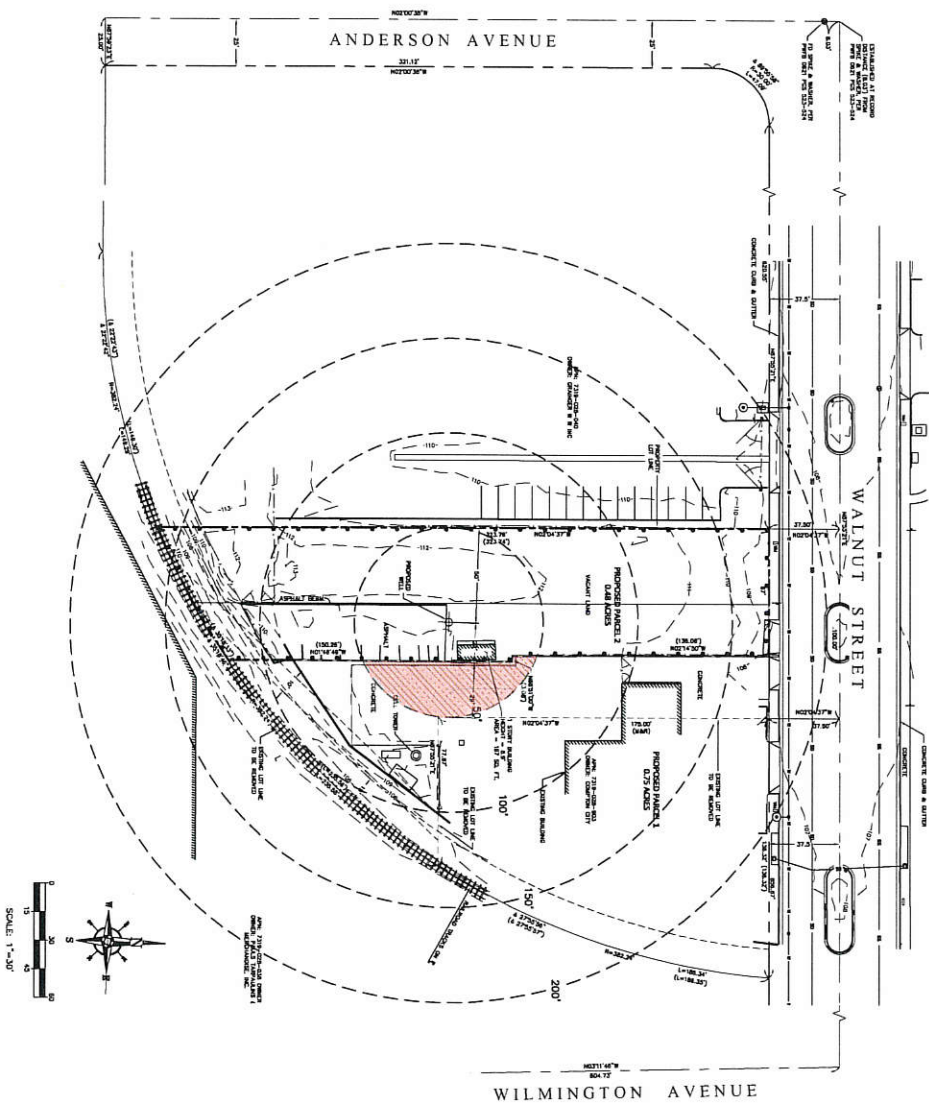
PLAN PREPARER: CALIFORNIA WATER SERVICE COMPANY
1000 WEST 20TH STREET
TULSA, OK 74106

SITE LOCATION: 851 WALNUT STREET
CHANDLER, CALIFORNIA 92520

PROPERTY INFORMATION: APN 92-15-022-904
SECTION 34, RANGE 4 N, E. 1/4, S. 1/4, T. 12N, R. 17E, S. 4E, AS SHOWN ON L288
CHANDLER, CALIFORNIA 92520
11,007 SQ. FT. 4,044 SQUARE METERS, OR L288

LEGEND:

— V —	= EXISTING WATER MAIN
— B —	= EXISTING WATER VALVE
— SS —	= SANITARY SEWER
— S —	= SEWER MANHOLE
— CS —	= STEAM DRAIN
— D —	= STEAM DRAIN CATCH BASIN
⊕	= PROPOSED WELL
▨	= EXISTING BUILDING
▲▲▲	= PROPERTY LOT LINE
— L —	= EXISTING LOT LINE TO BE REMOVED
— P —	= PAVED LANE
⊙	= EXISTING FIRE HYDRANT



**AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CALIFORNIA WATER SERVICE COMPANY
(Well Control Zone Area)**

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 **CALIFORNIA WATER SERVICE COMPANY** hereinafter referred to as "**CAL WATER**") located at 2632 237th Street, Torrance, CA 90505

RECITALS:

WHEREAS, the CITY owns the real property known as Fire Station No. 4 Parcel;
and

WHEREAS, CAL WATER has entered into a Purchase Sale Agreement with the City of Compton Successor Agency for the purchase of Successor Agency owned property 958 West Walnut Avenue to conduct water quality laboratory operations and locate a new groundwater well which is contiguous with Fire Station No. 4 Parcel; and

WHEREAS, the State has required Cal Water to establish a 50 foot radius Well Control Zone around the new groundwater well; and

WHEREAS, a portion of the Well Control Zone is located on the Fire Station No. 4 Parcel; and

WHEREAS, by Resolution No __, adopted on the 16th day of October, 2018, the City Council gave approval enter into an Agreement with Cal Water to restrict certain uses within the Well Control Zone located on City owned real property known as Fire Station No. 4 Parcel; and

NOW, THEREFORE, CAL WATER and CITY, for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT

1. Encroachments: A master site lease with certain terms, covenants, conditions and provisions are set forth within the Title Report for property APN: 7319-028-903 (Fire Station No. 4 Parcel). The City of Compton is identified as the Lessor and the Compton Public Finance Authority, a public entity and agency, duly organized and existing pursuant to an Agreement entitled, Joint Exercise of Powers Agreement" by and between the City of Compton and the Redevelopment Agency of the City of Compton. Section 6 as described in the Master Lease document, identifies the property must follow Environmental Compliance, Regulation and any State equivalent laws and limits the tenant, licensee, guest, employee, agent, etc. the storage, transportation, disposal or use of Hazardous Material or pumping, spilling, leaking, releasing from or beneath the premises. These existing encroachments set forth within the master lease agreement reduces concerns within the Affected Area.
2. Zoning: The property is zoned as Industrial - Heavy Manufacturing "MH". For properties in the MH zone, the Compton Development Code restricts buildings, structures and/or

improvements within the identified setbacks on the property. The property's side set-back restriction covers 10-ft from the property boundary. The majority of Well Control Zone overlapping into the Fire Station No. 4 Parcel falls within the property set-back area.

3. Existing Conditions: The Affected Area is physically located to the southwest of the existing Fire Station No. 4 building behind an access gate and within perimeter security fencing, limiting access to the general public. The existing use of the area is for vehicular access with land cover currently consist of a mixture of asphalt and concrete. The security fencing and existing land cover provides initial protection against vandalism, tampering and other threats to the proposed groundwater well from the Fire Station property.

4. Compliance: To further comply with the Regulation, the City agrees with CAL WATER'S request that the following actions be restricted within the Well Control zone (See ATTACHMENT A):

- No septic system, mixing zone wastewater disposal system, sewer lines, holding tanks, sewage lift station, French drain, or class V injection well, or any structure used to convey or retain industrial, storm or sanitary waste shall be located within the Well Control zone.
- No hazardous substances as defined by § 75-10-602 MCA, or gasoline, liquid fuels, petroleum products, or solvents shall be stored within the Well Control zone.
- No storm-water injection well, grass infiltration swale, or other storm-water disposal mechanism shall be located within the Well Control zone.
- No private well shall be constructed within the Well Control zone
- No public roadway or public roadway easement shall be constructed or maintained within the Well Control zone.
- Pesticides including herbicides or insecticides shall not be applied or used in the Well Control zone.
- The application of fertilizers shall be at agronomic rates and applied only during the growing season within the Well Control zone.
- Activities in the Well Control zone that threaten the quality of water in the Well Control zone are prohibited.
- No livestock shall be confined, fed, watered, or maintained within the Well Control zone.

5. City Requirement: CAL WATER will be required to physically delineate the Well Control Zone in order to establish the Affected Area on the Fire Station No. 4 Parcel. CAL WATER will coordinate with the Fire Station and its chief on the execution of delineating the Well Control Zone.

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

7 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.

8 Amendments. This Agreement may be modified or amended only by written document executed by both CAL WATER and the CITY's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend

the terms and conditions of this Agreement.

9. 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.

10. 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:

TOTAL WATER:

California Water Service Company
2632 237th Street,
Torrance, CA 90505
Attention: Dan Armendariz
Telephone: (310) 257-1400
Email: darmendariz@calwater.com

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager
(310) 605-5585
(310) 631-0322 - fax.

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.

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

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

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

CALIFORNIA WATER SERVICE COMPANY

Dated: _____

By: _____
Name, Title

CITY OF COMPTON

Approved by:

Dated: _____

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

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

By _____
Alita Godwin, City Clerk

February 12, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE PUBLIC WORKS 2018-2019 FISCAL YEAR BUDGET
TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE THE
CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE
WATER RESOURCES CONTROL BOARD FOR THE ANNUAL WASTE
DISCHARGE FEES FOR THE PUBLIC WORKS DEPARTMENT
(\$50,000)**

SUMMARY

This resolution will amend the Public Works 2018-2019 Fiscal Year budget to transfer funds in the amount of Fifty Thousand Dollars (\$50,000.00) between accounts and authorize the City Manager to issue a purchase order to the State Water Resources Control Board for annual waste discharge fees for the Public Works Department for an amount not to exceed \$50,000.00.

BACKGROUND

The Municipal Storm Water Permitting Program regulates storm water discharges from municipal separate storm sewer systems (MS4). Storm water is runoff from rain or snow melt that runs off surfaces such as rooftops, paved streets, highways or parking lots and can carry with it pollutants such as: oil, pesticides, herbicides, sediment, trash, bacteria and metals. The runoff can then drain directly into a local stream, lake or bay. Often, the runoff drains into storm drains which eventually drain untreated into a local water body.

The Regional Water Quality Control Board adopted the National Pollutant Discharge Elimination System General Permit (NPDES) storm water permits for municipalities. The Phase I MS4 permits require the discharger to develop and implement a Storm Water Management Plan/Program with the goal of reducing the discharge of pollutants to the maximum extent practicable.

STATEMENT OF THE ISSUE

The Public Works Department received an invoice associated with the City enrollment under the MS4 municipal storm water permit. The Public Works Department pays an annual fee to the State Water Resources Control Board for annual waste discharge fees pursuant to its enrollment in the MS4 permit process.

FINANCIAL IMPACT

Staff is requesting the following budget amendment to transfer funds between accounts as follows:

<u>From</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
1004-720-000-4266	1004-720-000-4249	Other Contract/ Special Dept. Exp.	\$50,000.00

Funds in the amount of \$50,000 will be available in the Public Works 2018-2019 fiscal year's budget in Account No. 1004-720-000-4249 (Measure P).

ALTERNATIVE

The City desires to stay in compliance. Therefore, no other alternative is recommended.

STAFF RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

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

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE PUBLIC WORKS 2018-2019 FISCAL YEAR BUDGET TO
TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE THE CITY
MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE WATER
RESOURCES CONTROL BOARD FOR THE ANNUAL WASTE DISCHARGE
FEES FOR THE PUBLIC WORKS DEPARTMENT (\$50,000)

WHEREAS, the Municipal Storm Water Permitting Program regulates storm water discharges from municipal separate storm sewer systems (MS4); and

WHEREAS, storm water is runoff from rain or melted snow that runs off surfaces such as rooftops, paved streets, highways or parking lots and can carry with it pollutants such as: oil, pesticides, herbicides, sediment, trash, bacteria and metals, which runoff can then drain directly into a local stream, lake or bay and often times the runoff drains into storm drains which eventually drain untreated into a local water body; and

WHEREAS, the Regional Water Quality Control Board adopted the National Pollutant Discharge Elimination System General Permit (NPDES) storm water permits for municipalities; and

WHEREAS, the MS4 permits require the discharger to develop and implement a Storm Water Management Plan/Program with the goal of reducing the discharge of pollutants to the maximum extent practicable; and

WHEREAS, the Public Works Department pays an annual fee to the State Water Resources Control Board for annual waste discharge fees pursuant to its enrollment in the MS4 permit process; and

WHEREAS, staff is requesting that the 2018-2019 Fiscal Year budget be amended to transfer funds between accounts to pay for this expenditure.

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order to the State Water Resources Control Board in an amount not to exceed \$50,000 for annual waste discharge fees for the Public Works Department.

SECTION 2. That the Public Works Department 2018-2019 Fiscal Year budget shall be amended to transfer funds between accounts as follows:

<u>From</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
1004-720-000-4266	1004-720-000-4249	Special Dept. Exp.	\$50,000.00

SECTION 3. That the funds for Fiscal Year 2018-2019 in the amount of Fifty Thousand Dollars (\$50,000.00) will be in the Public Works Department's 2018-2019 Fiscal Year budget in Account No. 1004-720-000-4249.

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

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

ADOPTED this ____ day of _____, 2019.

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 _____, 2019.

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



**COMPTON
CHAMBER OF
COMMERCE**

Dr. Lestean M. Johnson
President and CEO

Executive Board of Directors

Marjorie Shipp
*VP Legislative Affairs
Retired CUSD Board Member*

Patricia Williams
*VP Public Policy
McDonalds Restaurants*

Dr. Reuben Bakkar
*VP Economic Development
Alternative Medicine*

Alex Leon
*VP Consumer Affairs
Victory Outreach*

Victoria Adams
*VP Marketing
Affinity Realtors*

Charlie Lonon
*VP Veterans Affairs
Retired Minority Outreach Director
VA Long Beach*

Shirley Allen
*VP Programs/Public Relations
Affinity Realtors*

Mailing Address:

**P.O. Box 4638
Compton, CA 90224**

**Physical Address:
700 N. Bullis Rd.; Ste 10-A
Compton, CA 90221**

Phone:
310-631-8611

E-mail:
cptchamber@aol.com

Web site:
comptonchamberofcommerce.com

February 4, 2019

Honorable Alita Godwin, City Clerk
205 S. Willowbrook
Compton, CA 90220

RE: Use of Council Chambers – Community Candidate Forum

Madam City Clerk,

This writing is to request an agenda item for the Compton Chamber of Commerce to use the Council Chambers on Saturday, March 16, 2019 from 10am to 4pm. An immediate agenda item is requested, so that Candidates may be contacted, and the appropriate advertising and preparation is set in order.

As you are aware, there are two District seats open (District 1 and District 4) beginning July 1, 2019. The election for these districts is scheduled for April, 2019.

The Compton Chamber of Commerce, in past years, have presented the Candidates vying for the respective seats to the community via the conduit of Candidate Forums.

As an organization whose mission is to advocate for business and economic development, the Compton Chamber of Commerce has a keen interest in knowing what is happening in government. But it goes deeper. The Chamber is made up of citizens who live and work in the area. This is their home; and as such, our members want to know who their elected officials are and where they stand on issues that affect us all.

Candidate Forums are obligatory ventures of all Chambers; and have been a part of the history of the City and Chamber since its inception. The Compton Chamber have utilized the Council Chambers to ensure that all stakeholders (businesses, residents, property owners, and others) are informed as to the Candidates' identity, platform, and service to the community.

As such, the Compton Chamber utilizes the Council Chamber so that all stakeholders will be allowed to view ALL candidates either live or through recorded means.

Your prompt assistance in getting this item placed on the agenda is greatly appreciated.

Serving,
Dr. Lestean M. Johnson, President
Compton Chamber of Commerce

February 12, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CONTRACT TERM AND INCREASING THE CONTRACT COST WITH PALP, INC. (DBA) EXCEL PAVING COMPANY FOR THE STREET REHABILITATION PROJECT (CIP# 13-01) AND ISSUING A PURCHASE ORDER (\$133,908.28)

SUMMARY

Adoption of this resolution will amend the contract term and increase the contract cost with Palp, Inc. dba Excel Paving Company and authorize the issuance of a purchase order to Palp, Inc. dba Excel Paving Company in the amount of One Hundred Twenty One Thousand Seven Hundred Thirty Four Dollars and Eighty Cents (\$121,734.80) for the "Street Rehabilitation Project (CIP# 13-01)" and Twelve Thousand One Hundred Seventy Three Dollars and Forty Eight Cents (\$12,173.48) contingency amount.

BACKGROUND

The Street Rehabilitation Project ("Project") provides improvements to the below-specified streets within various areas throughout the City as follows:

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

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

The project will be performed in accordance with the plans, specifications and other contract documents and shall consist of: the installation of asphalt concrete; the installation of ADA compliant curb ramps; curb; gutter and sidewalk improvements; driveway improvements; striping and traffic loop replacement; street name sign replacement; and other minor associated work. The project is estimated to take 90 working days from the issuance of the Notice To Proceed.

On November 20, 2018, pursuant to Resolution No. 24,883, City Council authorized the City Manager to ratify the construction contract with Palp, Inc. dba Excel Paving Company for the Street Rehabilitation project and issue a purchase order in the amount of \$1,775,400.

On December 11, 2018, City staff requested that the contractor provide cost estimates to provide construction work per the specifications and bid items listed along Bradfield Avenue from Rosecrans Avenue to San Vincente Street.

Bradfield Avenue is in poor condition. There are high distress areas of alligator cracking and potholes (2" deep). There are also curb, gutters, and severe buckling of sidewalks along the school area that need to be replaced including the replacement of curb ramps to meet ADA standards. The City's Engineer was concerned about the condition and the further impact that the construction of the proposed streets in the area would have on Bradfield Avenue, and thus recommended that Bradfield Avenue be included.

On January 10, 2019, the contractor provided a cost estimate amount of \$121,734.80 and a non-compensable time extension of 25 additional working days to be added to the existing contract.

STATEMENT OF ISSUE

Therefore, in order to authorize the City Manager to amend the contract (First Amendment) with Palp, Inc. dba Excel Paving Company for the Street Rehabilitation project (CIP# 13-01) and issue a purchase order in the amount of \$121,734.80 and a contingency amount of \$12,173.48 to include Bradfield Avenue from Rosecrans Avenue to San Vincente Street with an additional 25 working days, City Council's authorization is necessary.

ALTERNATIVE

No alternative is offered.

FISCAL IMPACT

Funds in the amount of \$121,734.80 are available in the Public Works 2018-2019 fiscal year budget in Account No. 2300-710-000-4266 (State Gas Tax) and \$12,173.48 contingency amount for the Street Rehabilitation Project (CIP# 13-01).

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

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

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE CONTRACT TERM AND INCREASING THE CONTRACT
AMOUNT WITH PALP, INC. (DBA) EXCEL PAVING COMPANY FOR THE
STREET REHABILITATION PROJECT (CIP# 13-01) AND ISSUING A
PURCHASE ORDER (\$133,908.28)**

WHEREAS, the Street Rehabilitation Project (“Project”) provides improvements to specified streets within various areas throughout the City; and

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

WHEREAS, on November 20, 2018, pursuant to Resolution No. 24,883, City Council authorized the City Manager to ratify the construction contract with Palp, Inc. dba Excel Paving Company for the Street Rehabilitation project and issue a purchase order in the amount of \$1,775,400; and

WHEREAS, on December 11, 2018, City staff requested that the contractor provide cost estimates to provide construction work per the specifications and bid items listed along Bradfield Avenue from Rosecrans Avenue to San Vicente Street; and

WHEREAS, Bradfield Avenue is in poor conditions, containing high distress areas of alligator cracking and potholes (2” deep), in need of curb & gutter replacement, and contain severe buckling of sidewalks along the school area including the replacement of curb ramps to meet ADA standards; and

WHEREAS, the City’s Engineer was concerned about the condition and the further impact that the construction of the proposed streets in the area would have on Bradfield Avenue and thus recommended that Bradfield Avenue be included; and

WHEREAS, on January 10, 2019, the contractor provided a cost estimate amount of \$121,734.80 and a non-compensable time extension of 25 additional working days to be added to the existing contract; and

WHEREAS, funds in the amount of \$121,734.80 are available in the Public Works 2018-2019 fiscal year budget in Account No. 2300-710-000-4266 (State Gas Tax) and \$12,173.48 contingency amount for the Street Rehabilitation Project (CIP# 13-01); and

WHEREAS, in order to authorize the City Manager to amend the contract (First Amendment) with Palp, Inc. dba Excel Paving Company for the Street Rehabilitation project (CIP# 13-01) and issue a purchase order in the amount of \$121,734.80 and a contingency amount of \$12,173.48 to include Bradfield Avenue from Rosecrans Avenue to San Vicente Street with an additional 25 working days, City Council’s authorization is necessary.

**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 amend the contract with Palp, Inc. dba Excel Paving Company to extend the contract term and cost pursuant to Section 4.3 of the contract.

SECTION 2. That funds in the amount of \$121,734.80 are available in the Public Works 2018-2019 fiscal year budget in Account No. 2300-710-000-4266 (State Gas Tax) and \$12,173.48 contingency amount for the Street Rehabilitation Project (CIP# 13-01).

Resolution No. _____

Page 2

SECTION 3. That a purchase order in the amount of \$121,734.80 is authorized to be issued for Palp, Inc. dba Excel Paving for services to be rendered on the Street Rehabilitation Project.

SECTION 4. That a project contingency amount of Twelve Thousand One Hundred Seventy Three Dollars and Forty Eight Cents (\$12,173.48) is hereby authorized.

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

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

ADOPTED this _____ day of _____, 2019.

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 _____, 2019.

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

**FIRST AMENDMENT
TO
CONSTRUCTION SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
PALP, INC. (DBA) EXCEL PAVING COMPANY**
[Street Rehabilitation Project – CIP #13-01]

This **AMENDMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**CITY**”) and **PALP, INC. (DBA) EXCEL PAVING COMPANY** (hereinafter referred to as “**CONTRACTOR**”).

RECITALS

WHEREAS, pursuant to Resolution No. 24,883, adopted by the City Council on November 20, 2018, the City Manager was authorized to ratify the contact with Palp, Inc. (dba) Excel Paving Company in an amount of \$1,614,000.00, with an approved contingency in the amount of \$161,400, totaling \$1,775,400 for the construction work on the Street Rehabilitation Project; and

WHEREAS, the initial contract time was 90 working days from the issuance of the Notice To Proceed, however, the project experienced delays prior to construction, due a change in funding source and the addition of Bradfield Avenue to the project, which also added to the initial projected costs for this project; and

WHEREAS, there is a need to amend the contract to extend the term of the contract and increase the contract price in order to complete the Project; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____, 2019, the City Council authorized the City Manager to enter into an amendment to the original Construction Services Contract with Palp, Inc. (dba) Excel Paving Company to extend the term of the contract for an additional 25 working days and increase the contract price by an additional \$ 121,734.804.

NOW, THEREFORE, the parties do hereby mutually agree to amend the Construction Services Agreement as follows:

AMENDMENTS

1. The parties agree to amend **Section 4.2.1 – Construction Services** of the original Agreement to extend the amount of time for completion of the Work on the Street Rehabilitation Project (CIP# 13-01), as more fully described within the original Agreement, by an additional **Twenty Five (25) working days** unless the original Agreement and this amendment thereto is terminated as provided for within the original Agreement.
2. The parties agree to amend **Section 3.1 – Total Compensation** of the original Agreement to provide for additional compensation for the completion of the Work on the Street Rehabilitation Project (CIP# 13-01), as more fully described within the original

First Amendment to Construction Services Agreement – Palp, Inc. (DBA) Excel Paving Company, Inc.
Street Rehabilitation Project (CIP# 13-01)
(Resolution No. _____)

Agreement, in the amount of **One Hundred Twenty One Thousand Seven Hundred Thirty Four Dollars and Eighty Cents (\$121,734.80).**

3. The above-indicated amendments to the Construction Services Agreement between the parties is based on the Change Order in the attached Exhibits "A" (Proceed Order #1), which are incorporated herein.

4. Except as provided for above, all other terms and conditions of the original Construction Services Agreement and any amendments thereto between the City and the Consultant all remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **AMENDMENT** to the above-identified **CONSTRUCTION SERVICES AGREEMENT**.

PALP, INC. (DBA) EXCEL PAVING COMPANY/CONTRACTOR

By _____
Curtis P. Brown III, President

Dated: _____

CITY OF COMPTON
Recommended for Approval:

By _____
Wendell E. Johnson, P.E.
Public Works Director

Dated: _____

Approved by:

Dated: _____

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

First Amendment to Construction Services Agreement – Palp, Inc. (DBA) Excel Paving Company, Inc.
Street Rehabilitation Project (CIP# 13-01)
(Resolution No. _____)

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

February 12, 2019

TO: MAYOR AND COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER FOR RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PROVIDE PARAMEDIC AND COMMAND VEHICLE MAINTENANCE AND REPAIR FOR THE REMAINDER OF FISCAL YEAR 2018-2019 (\$20,000.00)

SUMMARY

Adoption of the attached resolution will amend the 2018-2019 Fiscal Year budget to transfer Twenty Thousand Dollars (\$20,000.00) between accounts and authorize the establishment of an additional purchase order in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) for Rush Truck Centers of California Inc. for continued provision of Compton Fire Department paramedic and command vehicle maintenance and repair for the remainder of Fiscal Year 2018-2019.

BACKGROUND

The Compton Fire Department ("Department") is tasked with responding to and providing continuous, efficient emergency services. Due to the Department's aging fleet, there is a continuous need for maintenance and repair of emergency paramedic and command vehicles.

The Department performs routine maintenance and repairs in-house, but refers specialized and heavy-duty repairs to outside vendor(s).

STATEMENT OF ISSUE

Pursuant to Resolution No. 24,856, adopted by the City Council on September 18, 2018, the Department currently uses Rush Truck Centers of California for \$115.00 per hour to perform paramedic and command vehicle maintenance and repair during Fiscal Year 2018-2019.

The funds approved by Resolution No. 24,856 (i.e. \$30,000.00) have been exhausted; however, the maintenance and repair services are needed for the remainder of the fiscal year. Staff sought and received four (4) bids from the following vendors for maintenance and repair services for paramedic and command vehicles; to wit: Rush

Truck Centers of California Inc. for 115.00 per hour, Carmenita Ford Truck Sales, Inc. for \$115.00 per hour, Southbay Ford for \$135.00 per hour and Caruso Ford Lincoln for \$120.00 per hour. The Department is recommending the continued use of Rush Truck Centers of California, Inc., which is also a Certified Ford Dealer with a Large Fleet Service Center and has several diesel mechanics that can handle the volume of repairs needed by the Department. Rush Truck Centers of California, Inc. would be the Department's main provider for the remainder of 2018-2019 Fiscal Year. Not all Ford Dealerships offer fleet services.

FINANCIAL IMPACT

Estimated repair and maintenance costs for the Department's paramedic and command vehicles for the remainder of 2018-2019 Fiscal Year is Twenty Thousand Dollars (\$20,000.00). The Department's 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts as follows:

From:	<u>Description</u>	<u>Amount</u>
1001-690-000-4269	Other Contract Services	\$20,000.00
To:	<u>Description</u>	<u>Amount</u>
6000-690-000-4229	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 RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PROVIDE
PARAMEDIC AND COMMAND VEHICLE MAINTENANCE AND REPAIR FOR
THE REMAINDER OF FISCAL YEAR 2018-2019 (\$20,000.00)**

WHEREAS, the Compton Fire Department (“Department”) is tasked with responding to and providing continuous, efficient emergency services and due to the Department’s aging fleet, there is a continuous need for maintenance and repair of our emergency paramedic and command vehicles; and

WHEREAS, the Department performs routine maintenance and repairs in-house, but refers specialized and heavy-duty repairs to outside vendor(s); and

WHEREAS, staff currently uses Rush Truck Centers of California, Inc. for its maintenance and repair services for paramedic and command vehicles, however the Department has exhausted the current purchase order and are in need of an additional purchase order to pay for emergency repairs; and

WHEREAS, in order to assure the Department vehicles are properly maintained in a timely manner, staff solicited and received four (4) bids from the following vendors to supplement maintenance and repair services to wit: Rush Truck Centers of California Inc. at \$115.00 per hour, Carmenita Ford at \$115.00, Southbay Ford at \$135.00 per hour and Caruso Ford Lincoln at \$120.00 per hour; and

WHEREAS, on review of the bids submitted and the needs of the Department, staff recommends that Rush Truck Center of California, Inc; which is a certified Ford dealer with a larger fleet service center, has been faithful in honoring their work under warranty and they have several diesel mechanics that can handle the volume of repairs needed by the Department for the remainder of 2018-2019 Fiscal Year; 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 City Manager is hereby authorized to establish or add to the purchase order for Rush Truck Centers of California, Inc. in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) to provide maintenance and repair for Fire Department paramedic and command vehicles for the remainder of Fiscal Year 2018-2019.

SECTION 2. That the Fire Department’s 2018-2019 Fiscal Year budget shall be amended to transfer funds between accounts as follows:

<u>From:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4269	Other Contract Services	\$20,000.00
<u>To:</u>	<u>Description</u>	<u>Amount</u>
6000-690-000-4229	Automotive Repairs	\$20,000.00

SECTION 3. That funds for this expenditure are available in the Fire Department’s 2018-2019 Fiscal Year budget in Account No. 6000-690-000-4229.

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

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

ADOPTED this ____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this ____ day of _____, 2019.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER
FOR RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PROVIDE
PARAMEDIC AND COMMAND VEHICLE MAINTENANCE AND
REPAIR FOR FISCAL YEAR 2018 -2019 (\$30,000.00)

WHEREAS, the Compton Fire Department ("Department") is tasked with responding to and providing continuous, efficient emergency services and due to the Department's aging fleet, there is a continuous need for maintenance and repair of our emergency paramedic and command vehicles; and

WHEREAS, the Department performs routine maintenance and repairs in-house, but refers specialized and heavy-duty repairs to outside vendor(s); and

WHEREAS, in order to assure the Department vehicles are properly maintained in a timely manner, staff solicited and received four (4) bids from the following vendors to supplement maintenance and repair services; to wit: Rush Truck Centers of California Inc. at \$115.00 per hour, Carmenita Ford at \$115.00, Southbay Ford at \$135.00 per hour and Caruso Ford Lincoln at \$120.00 per hour.; and

WHEREAS, on review of the bids submitted and the needs of the Department, staff recommends that Rush Truck Center of California, Inc; which is a certified Ford dealer with a larger fleet service center, has been faithful in honoring their work under warranty and they have several diesel mechanics that can handle the volume of repairs needed by the Department for the 2018-2019 fiscal year; and

WHEREAS, the funds for this expenditure, are allocated in the Fire Department 2018-2019 Fiscal Year budget.

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

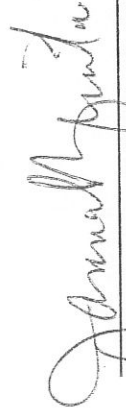
Section 1. That the City Manager is hereby authorized to establish a purchase order to Rush Truck Centers of California, Inc. in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) to provide maintenance and repair for Fire Department paramedic and command vehicles for Fiscal Year 2018-2019 (i.e. July 1, 2018 through June 30, 2019).

Section 2. That the funds for this expenditure are available in Account No. 6000-690-000-4229.

Section 3. That a copy of this Resolution shall be forwarded and filed in the offices of the City Manager, City Controller and Fire Department.

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

ADOPTED this 18th day of September, 2018.


MAYOR OF THE CITY OF COMPTON

ATTEST:



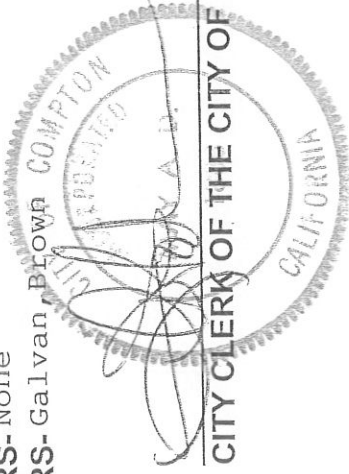
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 18th day of September, 2018.

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

AYES: COUNCILMEMBERS- Zurita, McCoy, Sharif
NOES: COUNCILMEMBERS- None
ABSTAIN: COUNCILMEMBERS- None
ABSENT: COUNCILMEMBERS- Galvan, Brown



CITY CLERK OF THE CITY OF COMPTON

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February 12, 2019

TO: MAYOR AND CITY COUNCIL

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AMENDING THE PUBLIC WORKS 2018-2019 FISCAL
YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZING THE
CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT
WITH AND ESTABLISH A PURCHASE ORDER FOR PRECISION
CONCRETE CUTTING FOR PROVISION OF CITY-WIDE “AS
NEEDED” SIDEWALK REMEDIATION SERVICES (\$350,000)**

SUMMARY

Adoption of this resolution will amend the Public Works 2018-2019 Fiscal Year budget to transfer Two Hundred Eighty One Thousand Two Hundred Ninety Two Dollars (\$281,292.00), authorize the City Manager to enter into a twelve (12) month (i.e. March 1, 2019 through February 29, 2020) services agreement with Precision Concrete Cutting for provision of City-wide “as-needed” sidewalk remediation services and establish a purchase order in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00).

BACKGROUND

The Public Works Department continues to strive to be fiscally responsible, sustainable in the long-term, and achieve an overall improved pedestrian network for greater mobility and accessibility.

Sidewalks play an integral role in providing access to transit, economic districts, residential housing and other activities. Over time, sidewalks are damaged from weathering, tree roots and regular use.

As part of the City of Compton’s sidewalk maintenance program, the Public Works Department will regularly repair or reconstruct damaged sidewalks to ensure pedestrian safety on City sidewalks. The program involves daily field inspections for trip hazards, management of work orders, and collaboration with other City departments to mitigate sidewalk hazards.

On January 10, 2019, the Public Works Department advertised for Request for Quotations (RFQs) for the remediation of up to 400 miles of concrete sidewalks from qualified companies to provide sidewalk trip hazard remediation, concrete sidewalk shaving and ramping services.

Services requested include the remediation of concrete sidewalk trip hazards from 1/2" and up to 2" in pre-designated work areas throughout the City. Remediation services will include removal of trip hazards from one end of the raised sidewalk to the other.

On January 31, 2019, the Public Works department received two (2) proposals from the following contractors:

<u>Contractor</u>	<u>Location</u>	<u>Method</u>	<u>Acceptable</u>	<u>Price/Inch Ft.</u>
BPR, Inc.	Port Hueneme, CA	Grinding	Non-Responsive	\$15.37
PCC	Chino Hills, CA	Saw Cutting	Yes	\$37.50

STATEMENT OF ISSUE

The contractors were evaluated based upon the criteria stated in the RFQ as follows: experience, years of service, process, techniques, equipment, availability, timing, cost of service, warranty, guarantee to achieve repairs following the City's requirements, and references.

BPR, Inc. proposed grinding as their method of sidewalk remediation. The City specifically stated in the RFQ that grinding or pulverization of the concrete was not an acceptable method of sidewalk remediation. BPR, Inc. did not provide examples of past work practices identifying past and/or current projects of similar scope in their proposal. Additionally, BPR, Inc. only provided the cost for a 1-inch foot price (\$15.37). However, failed to provide the cost of 1/2", 1 1/2" & 2" repairs as requested in the RFQ. Therefore, staff deemed the proposal submitted by BPR, Inc. as non-responsive.

Precision Concrete Cutting (PCC) was selected for the following reasons:

- They are the leader in uneven sidewalk repair
- They provide comprehensive Sidewalk Assessment Surveys using a specialized GPS survey software to identify the problem and provide in-depth report and recommendations
- Offer a unique Uneven Sidewalk Repair service that stretches the budget over other methods, meet ADA and OSHA Compliance requirements, and removes the City's risk of liability
- Offers a citywide Sidewalk Repair and Maintenance Program tailored to the needs of the City
- Provide quick removal with little disruption in service
- Provide safe and longer lasting sidewalks
- Met all requirements of the Request for Quotation (RFQ)

Precision Concrete Cutting (PCC) of Southern California worked with many cities, inspecting and repairing over 100,000 sidewalk panels around Southern California without a single incident. PCC was awarded 5 patents by the U.S. patent and trademark offices.

FISCAL IMPACT

The Public Works 2018-2019 Fiscal Year budget will be amended to increase revenue and expenditures from prior year fund balances and transfer funds between accounts as follows:

From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
Fund 2604	TDA Sidewalk Fund Balance	\$281,292

To:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2604-710-000-4266	Contract Services	\$281,292

Funds in the amount of \$350,000 will be available in the Public Works 2018-2019 and 2019-2020 Fiscal Years budget in Account Nos. 2604-710-000-4266 (\$349,112) and 1004-710-000-4266 (\$888)

ALTERNATIVE

Due to the City's desire to reduce the potential risk caused by potential trip hazards citywide, no other alternatives are being proposed at this time.

RECOMMENDATION

Staff recommends that the City Council Adopt the attached Resolution.

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

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE PUBLIC WORKS 2018-2019 FISCAL YEAR BUDGET TO
TRANSFER FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER INTO
A SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER
FOR PRECISION CONCRETE CUTTING FOR PROVISION OF CITY-WIDE
“AS NEEDED” SIDEWALK REMEDIATION SERVICES (\$350,000)**

WHEREAS, sidewalks play an integral role in providing access to transit, economic districts, residential housing and other activities and over time, sidewalks are damaged from weathering, tree roots and regular use; and

WHEREAS, the Public Works Department continues to strive to be fiscally responsible, sustainable in the long-term, and achieve an overall improved pedestrian network for greater mobility and accessibility; and

WHEREAS, as part of the City of Compton’s sidewalk maintenance program, the Public Works Department will regularly repair or reconstruct damaged sidewalks to ensure pedestrian safety on City sidewalks; and

WHEREAS, the program involves daily field inspections for trip hazards, management of work orders, and collaboration with other City departments to mitigate sidewalk hazards; and

WHEREAS, on January 10, 2019, the Public Works Department advertised for Request for Quotations (RFQs) for the remediation of up to 400 miles of concrete sidewalks from qualified companies; and

WHEREAS, on January 31, 2019, the department received two (2) proposals from the following contractors:

<u>Contractor</u>	<u>Location</u>	<u>Method</u>	<u>Acceptable</u>	<u>Price/Inch Ft.</u>
BPR, Inc.	Port Hueneme, CA	Grinding	Non-Responsive	\$15.37
PCC	Chino Hills, CA	Saw Cutting	Yes	\$37.50; and

WHEREAS, the contractors were evaluated based upon the criteria in the RFQ as follows: experience, years of service, process, techniques, equipment, availability, timing, cost of service, warranty, guarantee to achieve repairs following the City’s requirements, and references; and

WHEREAS, BPR, Inc. did not provide an acceptable method of sidewalk remediation, did not provided examples of past work practices, and failed to provide the cost of ½”, 1 ½” & 2 “ repairs and thus deemed by staff as non-responsive; and

WHEREAS, Precision Concrete Cutting (PCC) of Southern California worked with many cities, inspecting and repairing over 100,000 sidewalk panels around Southern California without a single incident and PCC was awarded 5 patents by the US patent and trademark offices; and

WHEREAS, that funds in the amount of \$350,000.00 for this expenditure require that the Public Works 2018-2019 Fiscal Year budget be amended to increase revenue and expenditures from prior year fund balances and transfer funds between accounts.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a twelve (12) month (i.e. March 1, 2019 through February 29, 2020) services agreement with Precision Concrete Cutting for provision of City-wide “as-needed” sidewalk remediation services.

SECTION 2. That the Public Works 2018-2019 Fiscal Year budget shall be amended to increase revenue and expenditures from prior year fund balances and transfer funds between accounts as follows:

From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
Fund 2604	TDA Sidewalk Fund Balance	\$281,292

To:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2604-710-000-4266	Contract Services	\$281,292

SECTION 3. That funds in the amount of \$350,000.00 will be available in the Public Works 2018-2019 and 2019-2020 Fiscal Years budget in Account Nos. 2604-710-000-4266 (\$349,112.00) and 1004-710-000-4266 (\$888.00).

SECTION 4. That a purchase order in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) be established for Precision Concrete Cutting.

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

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

ADOPTED this _____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk, at a regular meeting thereof held on the _____ day of _____, 2019.

Resolution No. _____
Page 3

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

**SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
PRECISION CONCRETE CUTTING**

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 **PRECISION CONCRETE CUTTING** (hereinafter referred to as "**CONTRACTOR**") located at 13089 Peyton Drive, Suite C235, Chino Hills, California 91709, (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 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 Precision Concrete Cutting (Contractor) to perform that work required pursuant to the Agreement herein (i.e. City-wide, "as-needed" Sidewalk Trip Hazard Remediation Services).

D. Authorization to enter into this Agreement is pursuant to Resolution No. _____ adopted by the City Council on _____, 2019.

AGREEMENT:

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 services to be performed, including but not limited to all of the labor, materials and equipment necessary to satisfactorily perform and complete the work 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 "City's Request for Quotations," any "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, information required of bidder, all required bonds, insurance policies, endorsements, certificates, permits, notices and affidavits, notice to proceed, Standard Specifications of the State of California Department of Transportation (CalTrans), latest Edition (except as modified), Work Area Traffic Control

Handbook (WATCH), 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 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.

1.3 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.

1.4 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 Work, 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 for work performed. 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:

1.4.1 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.

1.4.2 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 to this Project 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 1.4.2. 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 Key Personnel.

1.5.1 Contractor's Representative. Contractor hereby designates **Ron Durna, 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.

1.5.2 City's Representative. City hereby designates the **Director of Public Works Department** or his/her designee as City's Representative for this Contract work.

1.6 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 Permits.

Prior to or at the time of execution of this Agreement, the Contractor, and any subcontractors of Contractor, shall purchase a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

2.0 SCOPE OF SERVICES

2.1 It is the mutual understanding of the Parties that all services to be performed hereunder shall be performed pursuant to the fee schedule, scope of work, the Director, 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, essential communications and other facilities required in connection with providing City-wide sidewalk trip remediation services on an “as-needed” basis; which shall include, but not limited to performing the following services at/on designated public property as requested by the City:

- Respond to the designated work site within twenty-four (24) hours from request for services and approval of the cost proposal by the City
- Remediation of concrete sidewalk trip hazards from ½” and up to 2” in pre-designated work areas
- The service provided must repair each sidewalk trip hazard without damage or visible markings to adjacent slab (s) or curb (s)
- Contractor must guarantee that the removed trip hazard will have a uniform appearance and texture
- Any panels inspected and deemed not to be at zero point of differential will be repaired to the required specifications
- Contractor must use a horizontal saw cutting technique that guarantees a planar surface after cutting
- The hardware must be flush to the ground and capable of working at any angle and perform trip hazard removal in hard to reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings
- Provide before and after pictures of area(s) where services performed
- Completion of requested and approved services within time specified by the City
- Be available to provide and perform requested services five (5) days a week, as needed
- Provide other services as requested and approved by the City

Contractor shall not proceed with any work until the City has approved an itemized cost proposal presented to the City by the Contractor for the requested services.

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

Contractor agrees to perform all the said work and furnish all the said materials at its own cost and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the City.

4.0 CONTRACT TERM

The Contractor shall commence performance of the work on or about March 1, 2019, or as otherwise agreed in writing with the Director of Public Works or his/her designee. The term of this Agreement shall be for a period of twelve (12) months, March 1, 2019 – February 28, 2020, unless this Agreement is terminated as provided herein.

5.0 CONTRACT PRICE

5.1 Total Compensation.

The method of payment for the services rendered pursuant to this Agreement shall be based on a fee-for-services, per task basis, billable at the unit price rates specified within the **Contractor's Proposal**, which is incorporated herein. It is understood and agreed between the Parties that the maximum compensation payable for the services to be provided by the Contractor during the term of this Agreement shall be limited to a not-to-exceed amount of **Three Hundred Fifty Thousand Dollars (\$350,000.00)**.

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

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

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

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 and materials associated with the performance of this Agreement. If the Contract is terminated, in no event shall the amount(s) paid Contractor exceed the total agreed payable compensation for that contract year (i.e. \$400,000.00).

6.0 Safety and Supervision of Work:

6.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the work.

6.1.2 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 any of the work locations subject to this Agreement;

.b Materials and equipment stored at the locations for use in performance of the work; and

.c The property located at the locations, whether or not said property or structures are part of the services or involved in the work.

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

6.1.4 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.

6.1.5 If City deems any part of the work or location 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 adjustments in the Agreement.

6.1.6 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 locations differing from those indicated by information about the locations made available to Contractor prior to work assignment of the location.

.c Unknown physical conditions at the locations 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.

6.1.7 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.

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

7.0 Indemnity:

7.1 General Indemnity. To the fullest extent allowed by law, Contractor shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereafter the "City") against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall defend, indemnify and save the City from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Agreement, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

7.2 Survival. The provisions of Paragraph 7.0 shall survive complete performance or termination of this Agreement.

7.3 Severability. The invalidity of any portion of Paragraph 7.0 shall not affect or render unenforceable any other portions thereof.

8.0 Insurance:

8.1 Insurance Requirements. The Contractor shall not commence services under this Agreement 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 Agreement 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.

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.

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

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 Agreement.

.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 Agreement, 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 CERTIFICATIONS

9.1 Certification of Contractor. I, **Ron Durna**, **HEREBY CERTIFY** that I am the **President**, and duly authorized representative of the Contractor firm of **Precision Concrete Cutting** 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.

9.2 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.

Ron Durna, President

(Date)

10.0 DEFAULT AND TERMINATION

10.1 Default by Contractor.

10.1.1 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.

10.1.2 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.

10.2 City's Rights and Remedies Upon Default.

10.2.1 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 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.

10.2.2 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.

10.2.3 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 10.4.1, below.

10.2.4 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 No Release. If the City elects to terminate this Agreement for cause, all monies due Contractor or retained under the terms of the Contract Documents; exclusive of undisputed reasonable amounts due for work satisfactorily performed prior to the termination; shall be forfeited to City. Such forfeiture shall not release Contractor from liability for failure to fulfill this Agreement.

10.3 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 10.3 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.

10.3.1 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 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 location(s) or in transit thereto.

10.3.2 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 10.4.2, 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;

10.4 Contractor's Rights and Remedies.

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

.a 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.

11.0 MISCELLANEOUS PROVISIONS

11.1 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), 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.

11.2 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.

11.3 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.

11.4 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 of the Work, 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 subcontractors who provide work pursuant to this Contract, 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.10 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.

11.11 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.

11.12 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.

11.14 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.

11.15 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.

11.16 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 written documents executed by the Parties pursuant to proper authorization. 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.

11.17 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.

11.18 Contractors' Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charged to the City for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Contractor shall maintain all documents and records which demonstrate performance under this Agreement for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City or a designated representative. Copies of such documents shall be provided to the City, at its expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

11.19 Examination and Audit. This Agreement shall be subject to examination and audit of the City, State Auditor of the State of California and/or any duly authorized representative of the federal government, at the request of the City, or as part of any audit of the City, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

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

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

12.0 NOTICES.

12.1 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 (5th) 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.

12.2 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: Director, Public Works Department
(310) 605-5505 - Phone
(310) 605-6326 – 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:

Precision Concrete Cutting
13089 Peyton Drive, Suite C235
Chino Hills, California 91709
Attn: Ron Durna, President
() - Phone
() - Fax

12.3 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.

PRECISION CONCRETE CUTTING/CONTRACTOR

Dated: _____

By _____
Ron Durna, President

CITY OF COMPTON
Recommended for Approval by:

By _____
Wendell Johnson, P.E., Director
Public Works Department

Dated: _____

Approved by:

Dated: _____

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

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk



Sidewalk Trip Hazard Remediation Concrete Sidewalk Shaving and Ramping:

**Presented to: CITY OF COMPTON
January 31st 2019**

CONTACT: JOHN STRICKLAND

The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

INTRO LETTER

Dear Mr. Strickland,

From 2007, Precision Concrete Cutting (PCC) of Southern California worked with many cities, inspecting and repairing over 100,000 sidewalk panels around Southern California without a single safety incident. This experience has granted us the unique opportunity to fully recognize what it is like to work in the City of Compton and interact with the community. Ron Durma was the foreman during this time and will be the Project Manager if award the RFQ. PCC can meet all the contract requirements and specifications outlined in the RFQ for Sidewalk Trip Hazard Remediation.

Precision Concrete Cutting of Southern California has been operating for more than 11 years. Its Senior Management is based here in Southern California, possessing a combination of 30+ years in service, project implementation, and business management on an executive level. In its operating years, Precision Concrete Cutting has led the company to build a clientele of over 500 and completing more than 1000 projects repairing trip and fall hazards.

The management team is complemented by an elite team of professional repair and survey technicians, who work in crews to inspect and repair sidewalks. In their artisan roles, each must achieve an immense level of craftsmanship, perform consistently at a physical demanding level, all while being meticulous in calculating and recording repair specifications. In addition, each technician provides a courteous, pleasant interface with members of business and residential communities they meet in their day-to-day activities -- to deliver the results expected by clients.

If awarded the contract for RFQ Sidewalk Trip Hazard Remediation, Precision Concrete Cutting will deploy personnel who are experienced in operating with cities of all magnitudes. Their experience will enable a swift yet efficient start for the service delivery of this contract.

The team members assigned and responsible for the City of Compton's projects, have many years of experience working in the area, along with other municipalities ranging from state capitals to small towns. Each technician is experienced in collaborating on projects as complex as: light rail train systems, city hazards, elevation correction per drainage issue and/ or repairing decades of work order backlogs for municipal clients. They are trained in the consideration of how to operate in sensitive business districts, pedestrian/resident inquiries, and customer communications.

Our experience and delivery of end-to-end sidewalk inspection and repair services has resulted in multi-year agreements with large municipal customers, universities, housing authorities, property management firms and private companies.

Should the City choose Precision Concrete Cutting, we promise to continue our commitment to excellence and quality. We will deploy only our most experienced and skilled technicians. As our track record has proven, we promise to provide the citizens of Compton with the quality of service that they have grown to expect.



ABOUT PRECISION CONCRETE CUTTING



PCC is the leader in uneven sidewalk repair

- Founded in 1992, branches throughout the US
- Developed a process to overcome the limitations and poor results from other methods
- Awarded 5 patents by the US patent and trademark office
- PCC offers this services throughout the US and Canada
- Working with 100s of cities, counties, and property managers throughout California



WHAT WE DO

We help cities keep their sidewalks safe, accessible, and ADA compliant while managing tight budgets.

- Sidewalk safety, accessibility, and risk management are top priorities because of recent national and state court rulings.
- The question for City Managers is how to manage sidewalk maintenance and risk within the constraints of your budgets.

OUR SOLUTION

We offer the most cost effective solution for maintaining your sidewalks.

Provide comprehensive Sidewalk Assessment Surveys using our specialized GPS survey software to identify the problem and provide an in-depth report and recommendations.

Offer a unique Uneven Sidewalk Repair service that stretches your budget, meets your ADA requirements, and removes your risk of liability.

Offer a city wide Sidewalk Repair and Maintenance Programs tailored to your needs and budget constraints.



City of Commerce inspection report

Map of hazard location Emil Avenue



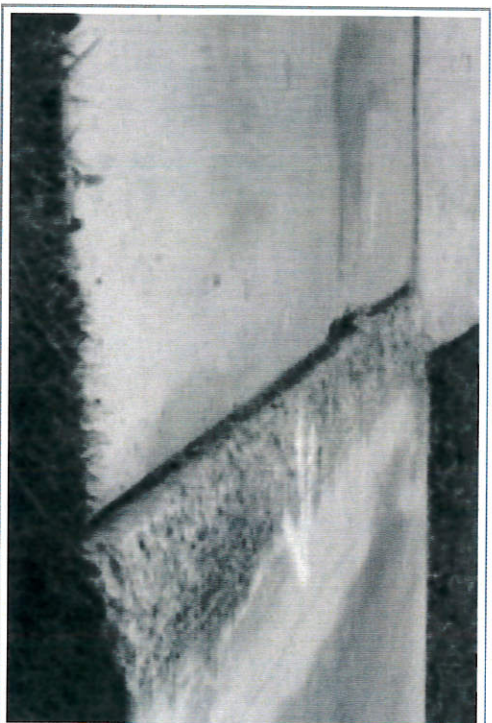
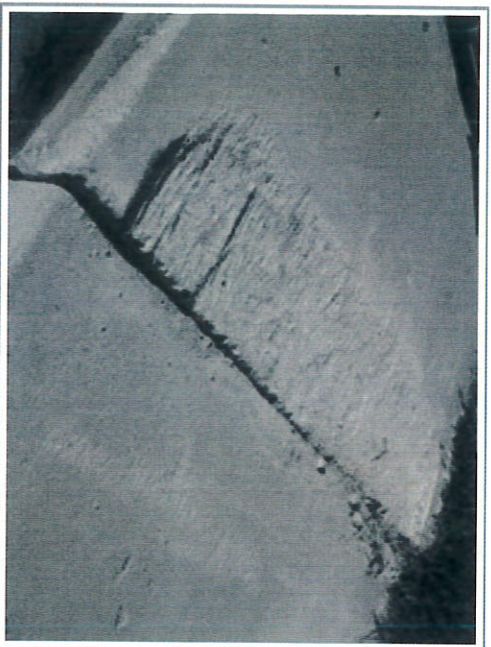
LEADING UNEVEN SIDEWALK REPAIR

The benefits of our service include

- Substantial budget savings over other methods
- Guaranteed ADA and OSHA Compliance
- Reduced liability risk
- A clean, attractive finish
- Quick removal with little disruption in service
- Safe and longer lasting sidewalks
- Satisfied community members

WHY WE DON'T GRIND

- Grinding often damages the concrete (breaks edges, knocks out aggregate, scars adjacent panels, creates micro cracks).
- Often unsightly (leaves a rough, uneven scarring)
- Difficult to comply with the ADA slope requirements
- Hard to use on larger trip hazards (over 1 inch)
- Unable to remove hazards next to objects
- Very slow process and generates lots of dust
- Has no cost advantage



LEADING UNEVEN SIDEWALK REPAIR

Rather than grind down trip hazards or replace the sidewalk, we cut trip hazards with precision diamond saws.

- **Proven patented diamond saw cutting method**
 - completely removes difference in vertical elevation of greater than 1/4 inch to 2 1/2 inches between panels. Saves more sidewalk.
- **Superior results compared to unsightly grinding and asphalt patching**
 - Lower Risk through full compliance with ADA and OSHA requirements.
 - Aesthetics more correct for city residents & visitors, no ugly grinds or asphalt ramps.
- **Remove sidewalk hazards quickly, with little disruption of foot traffic**
 - up to 150 repairs per day.



PRECISION CONCRETE CUTTING REPAIRS



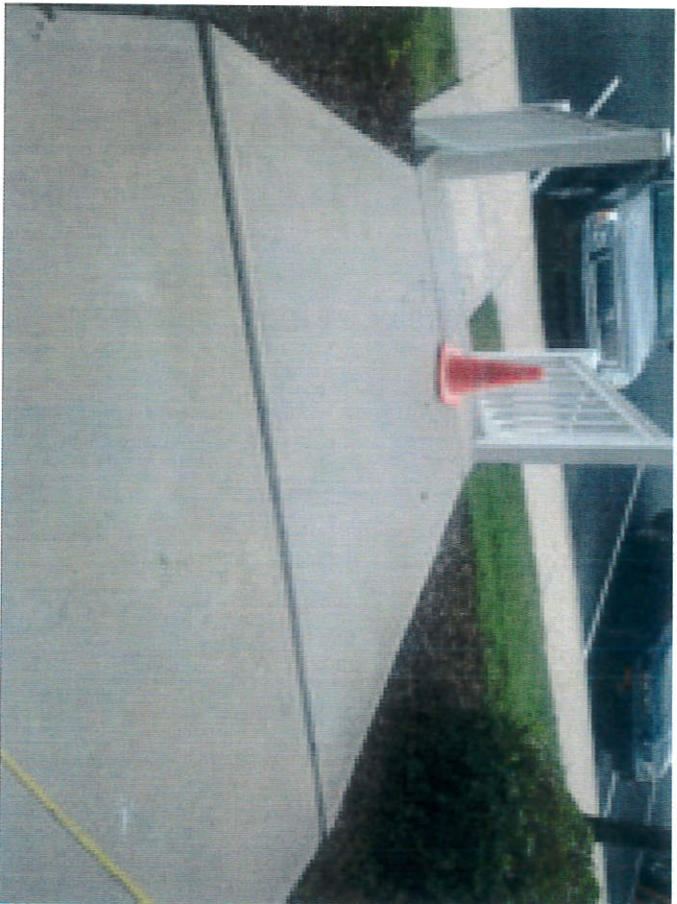
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PRECISION CONCRETE CUTTING REPAIRS



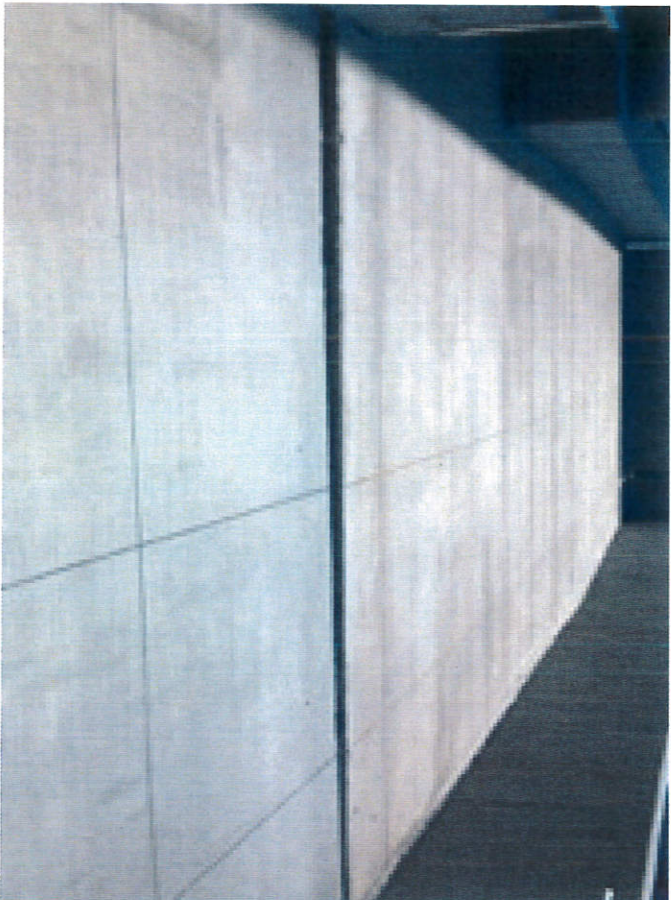
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PRECISION CONCRETE CUTTING REPAIRS



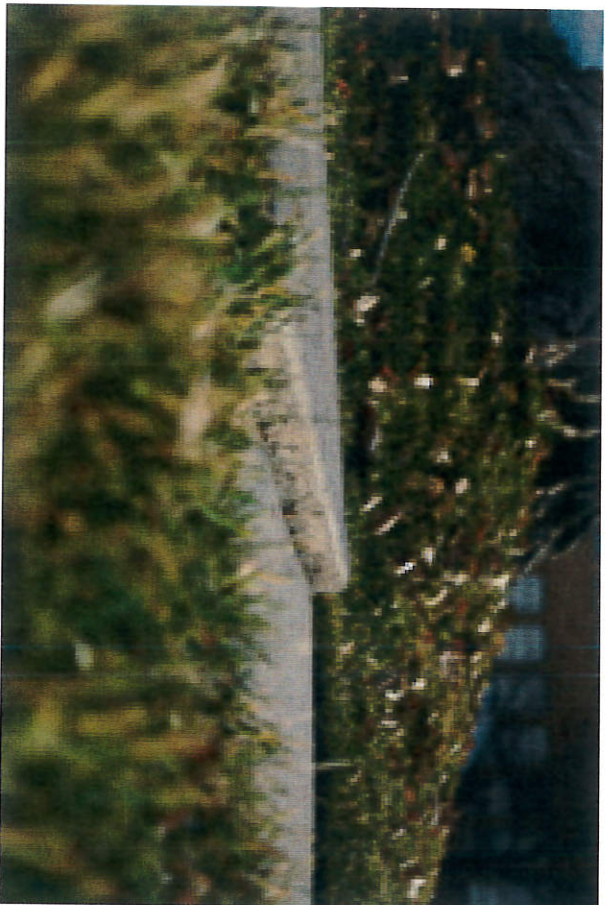
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PRECISION CONCRETE CUTTING REPAIRS

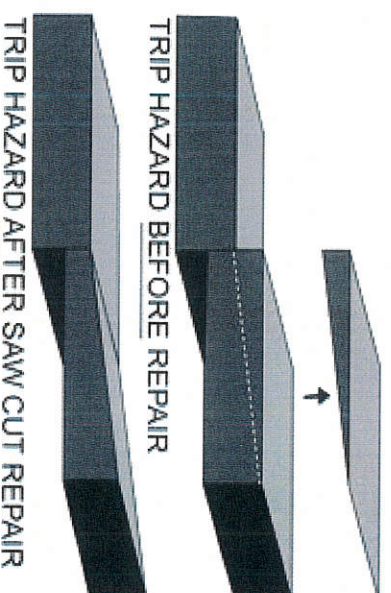


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PRECISION CONCRETE CUTTING DIFFERENCE

REPAIR SPECIFICATIONS

1. Hazards removed from the full length of the panel (full edge-to-edge repair).
2. Sidewalks repaired at a slope of 1:8, in compliance with ADA requirements.
3. Handicap ramps or special areas repaired at a slope of 1:12, in compliance with ADA requirements.
4. Debris from repaired areas collected and removed.
5. A dust abatement system used during all repair operations.
6. The repaired areas are smooth and uniform with a coefficient of friction exceeding OSHA requirements for public walkways.
7. A detailed, audit-able invoice is presented for every repair.



CURRENT REPLACEMENT REPAIR METHOD

Coverage Limited by Budget Allocation



1/2 to 1 inch high

Asphalt Ramp or Grind



1 to 1 1/2 Inches High

Replace



1 1/2 to 2 Inches High

Replace



Above 2 Inches High

Replace

\$25 - \$50 per
location

\$3,000 - \$5,000 per
location

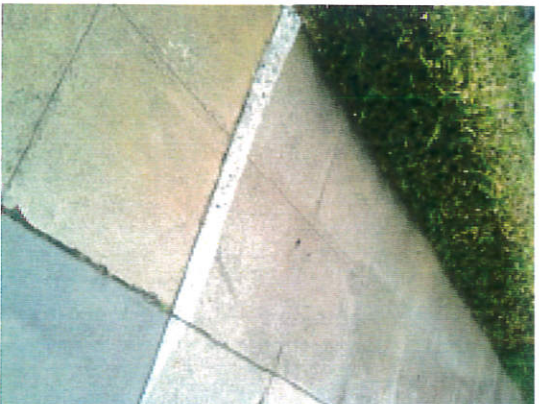
\$3,000 - \$5,000 per
location

\$3,000 - \$5,000 per
location

\$\$\$ BUDGET & TIME INTENSIVE - \$\$\$ LIABILITY RISK

STRETCH YOUR BUDGET

Precision Saw Cutting can repair more at a fraction of the cost of replacement



1/2 to 1 inch high
Repair by Precision

\$25 - \$50 per
location



1 to 1 1/2 Inches High
Repair by Precision

\$50 - \$100 per
location



1 1/2 to 2 Inches High
Repair by Precision

\$100 - \$200 per
location



Above 2 Inches High
Replace

\$3,000 - \$7,000
per location

REPAIR MORE SIDEWALK & REMOVE LIABILITY



PRECISION SAW CUTTING SOLUTION

80% of problems addressed by low cost saw cutting ~ \$25 - \$200 per location

Precision Saw Cutting sidewalk panels for changes in elevations up to 2 1/2 inches high

- Repair 10 times as much sidewalk as removal and replacement
- Better use of city assets, save more of the sidewalk

20% addressed by higher cost replacement ~ \$3000 - \$5000 per location

- Replace sidewalk panels with changes in elevation between panels above 2 1/2 inches
- Saves budget for more repairs of severe problems
- Only replace when absolutely necessary

MAINTENANCE & RISK MANAGEMENT PROGRAM

Proposed Annual Sidewalk Maintenance Program

• Sidewalk Survey

- Annual, bi-annual, quarterly inspection
- Specify problems and recommended actions to be taken.
- Prioritize the areas and problems to be resolved
- Size and severity of hazards, high traffic areas
- Identify repairs to be accomplished by saw cutting
- Recommend areas to be demolished and replaced

• Remove the existing trip hazards by Saw Cutting up to 2 1/2 inches in height

- Fixed budget “not to exceed” per month, quarter, year
- Quickly reduces Liability Risk
- Lowest overall cost
- Minimizes the amount of costly replacement
- Maximizing the useful life of the existing sidewalk
- Maximize the amount of sidewalk restored
- Stretching budget dollars over more miles of sidewalk

• Remove and Replace areas not recommended for saw cutting

- Maximizes the repair of locations that truly needs to be replaced



CASE STUDY: WESTWOOD VILLAGE

- **Removed 496 sidewalks trip hazards of the 615 existing trip hazards identified**

- completely removed difference in vertical elevation of 1/2 inch to 2 1/2 inches between panels
- recommended only 91 areas for removal and replacement

- **Project completed quickly, with little disruption of foot traffic**

- only 30 days to complete, work completed in non-peak hours

- **Substantial budget savings**

- Save more than \$107,000 in demolition and replacement costs
- extended the useful life of existing sidewalks for many years

- **Superior results compared to grinding and asphalt patching**

- In full compliance with ADA and OSHA requirements.
- aesthetics more correct for Westwood Village, no ugly grinds and less asphalt ramps

- 80% of problems addressed by low cost methods - \$25 -\$300 per location
- 20% addressed by high cost methods - \$3000-\$5000 per location

OUR SURVEYS

CITYWIDE SIDEWALK ASSESSMENT

- Inspection of sidewalks within the public right-of-way, commercial/residential driveway approach.
- Scope of Work as agreed by City and Precision Concrete Cutting (PCC).
- Risk factors & distress items are collected over a period as agreed by the City and PCC.
- All data is recorded in the Sidewalk Assessment Report as agreed by the City and PCC.
- Data summarized by street segments and itemized by physical address, GPS location, the size of the “Hazard”, the severity of the hazard (amount of risk) and “Condition” (type of repair).
- Recommended action provided for each location including repair method.
- Maps are created by street segment that display the itemized hazard location color coded by priority as Less Severe (yellow), Severe (orange), and Most Severe (red).
- Photographs can be taken of damaged areas as agreed by the CITY and PCC.

SIDEWALK ASSESSMENT SURVEYS

APPROACH

- Simple and fast
- Survey resources will include experienced surveyors/data collectors,
- Specialized data collection and GPS mapping program
- Data processing technicians
- Scope of Work customized to meet City requirements

CITYWIDE SIDEWALK ASSESSMENT

FOCUS ON THE FOLLOWING AREAS OF SIDEWALK MAINTENANCE

SIDEWALK CONDITION

Sidewalk condition is a measurement of physical distresses such as spall surfaces, cracks, heaving, and settling. Spalling is the result of environmental exposure of inferior workmanship or materials. Cracking is a sign of premature failure that is often the result of excessive loads from heavy construction equipment, settling due to poor trench compaction or heaving caused by tree roots.

SIDEWALK TRIP HAZARDS

Trip hazards are vertical faces that present the opportunity for the unaware or impaired person to catch their toe. The trip faces that are between 1/2" and 2" are considered more dangerous than larger separations. Trips are often repaired one of two ways: trips under 2 " inches in height are cut off and feathered back at ADA standards, larger trips are totally removed and replaced with new concrete.

CITYWIDE SIDEWALK ASSESSMENT

Sidewalk Trip Hazards.

Sidewalk trip hazards are recorded and divided by the size of the vertical face exposed. We have grouped the surveyed hazards into the following three classes.

Hazard Classes

Less Severe (small) Above 1/4" high to 1/2"

Severe (medium) 5/8" high to 1"

Most Severe (large) Above 1" high to 2 1/2"

We recommend the repair of trip hazards by saw cutting for all hazards 3/8" to 2" high to save cost and extend the useful life of the existing sidewalk. Larger trips (above 2") and are best resolved by the removal and replacement of the entire panel. The cutting of individual trip hazards can be scheduled to incrementally address the most hazardous areas first. The "remove and rep

EXAMPLE: SIDEWALK ASSESSMENT MATRIX



City of Commerce
City Manager-P.H.C. Works
1555 Concrete Way
Commerce, CA 92520
PE (971) 224-8895

Sidewalk Inspection Report Matrix
City of Commerce - Zone 247
Emil Avenue

Precision Concrete Cutting
13265 Peyton Ct #C235
Ch. and Bk., CA 91705
Total Sq. Ft.
71545

LOCATION SPECIFICS					CONDITION					RECOMMENDED REPAIR					TOTAL						
No.	Street Name	Segment From	Segment To	Location/Description	Inst Date	Height 1	Height 2	Unl Feet	Spill	Joint	Crack	Tree	Patch Fill	Replace	Panel Width (ft)	Length (ft)	SQ FT	Image	LAT	LONG	
1	Emil Avenue	Watcher	6554 E. Emil Ave.		2016-08-23	0.38	0.38	4						X	X	4	12	48	Heard 1	33.9736938	-118.14078
2	Emil Avenue	Watcher	6554 E. Emil Ave.		2016-08-23	0.38	0.38	5						X	X	4	5	20	Heard 2	33.9737816	-118.14098
3	Emil Avenue	Watcher	6550 E. Emil Ave.		2016-08-23	0.38	0.36	4						X	X	4	5	20	Heard 3	33.9738112	-118.14047
4	Emil Avenue	Watcher	6550 E. Emil Ave.		2016-08-23	0.5	0.25	4						X	X	4	5	20	Heard 4	33.9730255	-118.14002
5	Emil Avenue	Watcher	6547 E. Emil Ave.		2016-08-23	0.38	0.25	4						X	X	4	5	20	Heard 5	33.9739759	-118.14007
6	Emil Avenue	Watcher	6542 E. Emil Ave.		2016-08-23	0.5	0.25	4						X	X	4	5	20	Heard 6	33.9739399	-118.14039
7	Emil Avenue	Watcher	6542 E. Emil Ave.		2016-08-23	0.5	0.25	4						X	X	4	5	20	Heard 7	33.9740372	-118.14037
8	Emil Avenue	Watcher	6542 E. Emil Ave.		2016-08-23	0.5	0.25	4						X	X	4	5	20	Heard 8	33.9740372	-118.14037
9	Emil Avenue	Watcher	6535 Emil Ave.		2016-08-23	0	0	0						X	X	4	40	160	Heard 9	33.9742546	-118.14055
10	Emil Avenue	Watcher	6537 Emil Ave.		2016-08-23	0.5	0.25	4						X	X	4	5	20	Heard 10	33.9742722	-118.14012
11	Emil Avenue	Watcher	6538 E. Emil Ave.		2016-08-23	1.13	0.25	4						X	X	4	5	20	Heard 11	33.9741415	-118.14012
12	Emil Avenue	Watcher	6538 E. Emil Ave.		2016-08-23	1.38	0.25	4						X	X	4	5	20	Heard 12	33.9745331	-118.14011
13	Emil Avenue	Watcher	6534 E. Emil Ave.		2016-08-23	0.5	0	4						X	X	4	5	20	Heard 13	33.9745789	-118.14068
14	Emil Avenue	Watcher	6534 E. Emil Ave.		2016-08-23	0.48	0.25	9						X	X	4	10	90	Heard 14	33.9752071	-118.14367
15	Emil Avenue	Watcher	6534 E. Emil Ave.		2016-08-23	0.38	0.25	9						X	X	4	15	135	Heard 15	33.9745645	-118.14062
16	Emil Avenue	Watcher	6535 W. Emil Ave.		2016-08-23	1.5	0.38	4						X	X	4	5	20	Heard 16	33.9739102	-118.13928
17	Emil Avenue	Watcher	6535 W. Emil Ave.		2016-08-23	0.38	0.38	4						X	X	4	5	20	Heard 17	33.9738887	-118.13928
18	Emil Avenue	Watcher	6535 W. Emil Ave.		2016-08-23	0.38	0.38	4						X	X	4	5	20	Heard 18	33.9739216	-118.13947
19	Emil Avenue	Watcher	6535 W. Emil Ave.		2016-08-23	0.63	0.5	4						X	X	4	5	20	Heard 19	33.9738911	-118.13947
20	Emil Avenue	Watcher	6535 W. Emil Ave.		2016-08-23	0.68	0.5	5						X	X	4	5	20	Heard 20	33.9738224	-118.13947
21	Emil Avenue	Watcher	6525 W. Emil Ave.		2016-08-23	0.5	0.3	4						X	X	4	5	20	Heard 21	33.9737847	-118.13947
22	Emil Avenue	Watcher	6525 W. Emil Ave.		2016-08-23	0.38	0.3	4						X	X	4	5	20	Heard 22	33.9735325	-118.13956
23	Emil Avenue	Watcher	6523 W. Emil Ave.		2016-08-23	0	0	0						X	X	4	32	128	Heard 23	33.9734187	-118.13972
24	Emil Avenue	Watcher	6523 W. Emil Ave.		2016-08-23	0.75	0.25	4						X	X	4	5	20	Heard 24	33.9736813	-118.13964
25	Emil Avenue	Watcher	6523 W. Emil Ave.		2016-08-23	0.5	0.25	4						X	X	4	26	104	Heard 25	33.9740413	-118.14005
26	Emil Avenue	Watcher	6515 W. Emil Ave.		2016-08-23	0	0	0						X	X	4	5	20	Heard 26	33.9740877	-118.14002
27	Emil Avenue	Watcher	6515 W. Emil Ave.		2016-08-23	0.58	0.25	4						X	X	4	5	20	Heard 27	33.9740628	-118.14002
28	Emil Avenue	Watcher	6515 W. Emil Ave.		2016-08-23	0.5	0.3	4						X	X	4	5	20	Heard 28	33.9740615	-118.14002
29	Emil Avenue	Watcher	6510 W. Emil Ave.		2016-08-23	0.38	0.3	4						X	X	4	5	20	Heard 29	33.9740626	-118.14005
30	Emil Avenue	Watcher	6510 W. Emil Ave.		2016-08-23	0.5	0.38	1						X	X	4	5	20	Heard 30	33.9742316	-118.14021
31	Emil Avenue	Watcher	6510 W. Emil Ave.		2016-08-23	1.25	0.35	4						X	X	4	5	20	Heard 31	33.9741477	-118.14045
32	Emil Avenue	Watcher	6527 W. Emil Ave.		2016-08-23	0.75	0.36	4						X	X	4	5	20	Heard 32	33.9741445	-118.14045
33	Emil Avenue	Watcher	6527 W. Emil Ave.		2016-08-23	1.25	0.25	4						X	X	4	5	20	Heard 33	33.9741411	-118.14047
34	Emil Avenue	Watcher	6527 W. Emil Ave.		2016-08-23	1.13	0.62	4						X	X	4	5	20	Heard 34	33.9743767	-118.14039
35	Emil Avenue	Watcher	6535 W. Emil Ave.		2016-08-23	0.38	0.35	4						X	X	4	5	20	Heard 35	33.9745376	-118.14054
36	Emil Avenue	Watcher	6531 W. Emil Ave.		2016-08-23	0.75	0.36	4						X	X	4	5	20	Heard 36	33.9741516	-118.14055
37	Emil Avenue	Watcher	6541 W. Emil Ave.		2016-08-23	1.38	0.5	4						X	X	4	5	20	Heard 37	33.9741444	-118.14055
38	Emil Avenue	Watcher	6541 W. Emil Ave.		2016-08-23	0.38	0.25	4						X	X	4	5	20	Heard 38	33.9741287	-118.14055
39	Emil Avenue	Watcher	6547 W. Emil Ave.		2016-08-23	0.38	0.25	4						X	X	4	5	20	Heard 39	33.9740715	-118.14059
40	Emil Avenue	Watcher	6545 W. Emil Ave.		2016-08-23	0.53	0.25	4						X	X	4	5	20	Heard 40	33.9740219	-118.14053
41	Emil Avenue	Watcher	6551 W. Emil Ave.		2016-08-23	0.5	0.3	4						X	X	4	5	20	Heard 41	33.9739063	-118.14047
42	Emil Avenue	Watcher	6557 W. Emil Ave.		2016-08-23	0.5	0.25	4						X	X	4	5	20	Heard 42	33.9737167	-118.14072
43	Emil Avenue	Watcher	6557 W. Emil Ave.		2016-08-23	0.5	0.25	4						X	X	4	5	20	Heard 43	33.9736244	-118.14072
44	Emil Avenue	Watcher	6559 W. Emil Ave.		2016-08-23	0.5	0.25	4						X	X	4	5	20	Heard 44	33.9735987	-118.14072
45	Emil Avenue	Watcher	6559 W. Emil Ave.		2016-08-23	1	0.5	4						X	X	4	5	20	Heard 45	33.9735716	-118.14072
46	Emil Avenue	Watcher	6559 W. Emil Ave.		2016-08-23	0.38	0	4						X	X	4	5	20	Heard 46	33.9734242	-118.14107
47	Emil Avenue	Watcher	6567 W. Emil Ave.		2016-08-23	0.38	0	4						X	X	4	5	20	Heard 47	33.9732425	-118.14107
48	Emil Avenue	Watcher	6567 W. Emil Ave.		2016-08-23	0.38	0	4						X	X	4	10	40	Heard 48	33.9732425	-118.14107
49	Emil Avenue	Watcher	6567 W. Emil Ave.		2016-08-23	1	0.35	4						X	X	4	5	20	Heard 49	33.9732425	-118.14107
50	Emil Avenue	Watcher	6567 W. Emil Ave.		2016-08-23	1	0.35	4						X	X	4	5	20	Heard 50	33.9732425	-118.14107

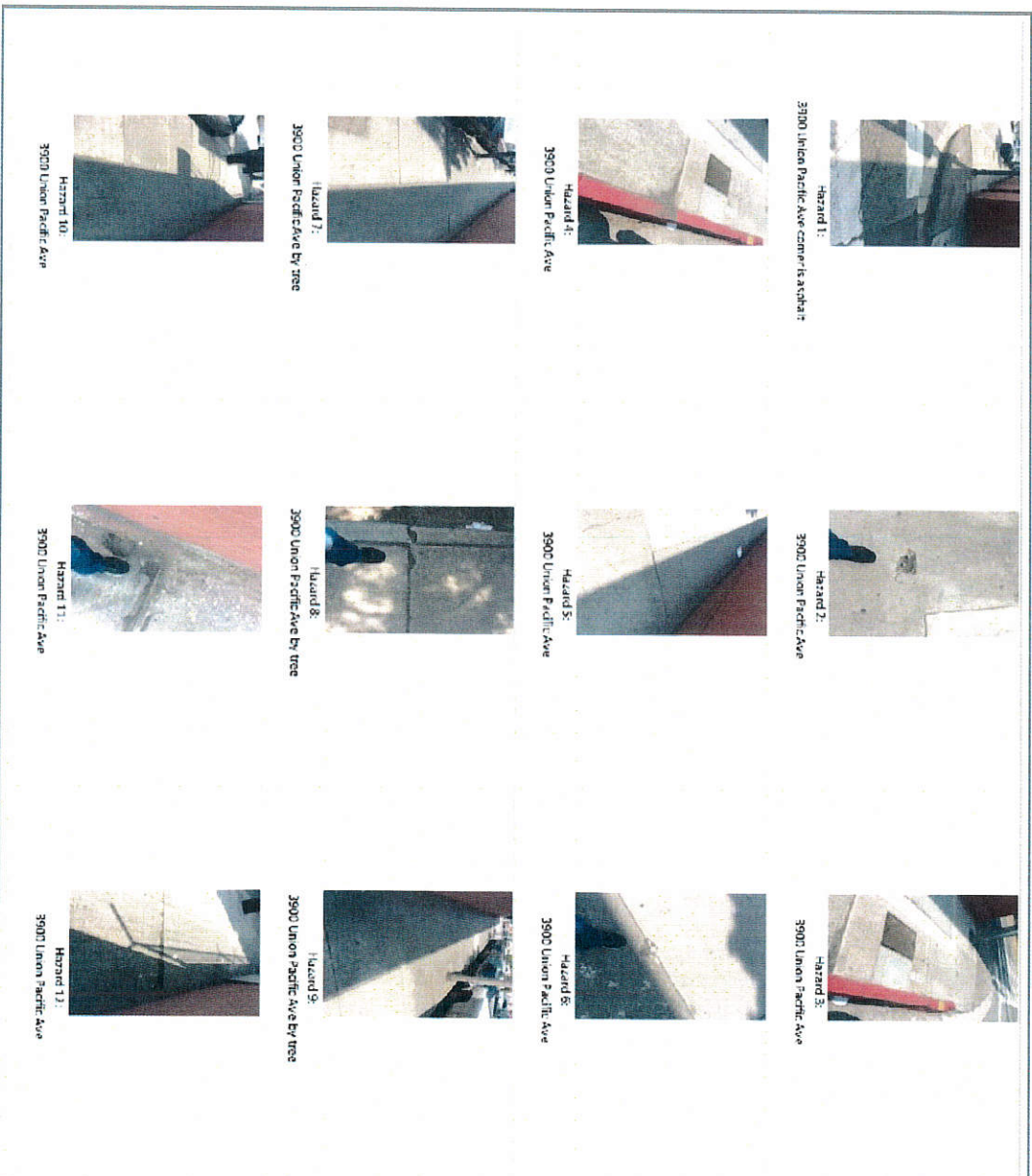


EXAMPLES: ITEMIZED MAPS OF GPS LOCATIONS

Map of hazard location Emil Avenue



EXAMPLES: ITEMIZED PICTURES OF LOCATIONS



PCC - Safe Sidewalks

SUMMARY

For changes in elevation of sidewalk panels range between 1/4 inch and 2 1/2 inches, Saw Cutting is the most cost effective method to maintain your sidewalks and reduce your risk.

- Complies with ADA standards for removal and slopes
- Meets OSHA recommended standards for slip resistance
- Appears clean and neat
- Cuts precisely removing trip hazards in difficult-to-reach places
- Removes hazards quickly
- Stretches budgets by lengthening the life of concrete sidewalks that might otherwise be replaced.
- Saves Our Customers thousands of \$\$\$ in sidewalk repair and maintenance and liability cost.

PCC - PROPOSAL AND PRICING

Billing Units: Services are billed in "Inch Feet". An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut. Example: A sidewalk off-set on a 4-foot wide sidewalk that consists of a 0.5" rise on one side, and tapers down to a zero rise on the other is calculated as follows:

$$.05" + 0" / 2 * 4' = 1\text{-inch foot}$$

SIDEWALK ASSESSMENT SERVICES	UNIT PRICE \$495 PER SIDEWALK MILE
SIDEWALK TRIP HAZARD REPAIR PER INCH FOOT	UNIT PRICE \$37.50 PER INCH FOOT
SIDEWALK TRIP HAZARD REPAIR PER INCH FOOT AND SIDEWALK ASSESSMENT SERVICES	UNIT PRICE \$49.95 PER INCH FOOT

PCC - REFERENCES

CITY NAME AND DEPARTMENT	CITY OF SAN DIMAS
ADDRESS	245 E. BONITA AVE
CITY, STATE, ZIP	SAN DIMAS CA 91773
CONTACT NAME AND TITLE	JOHN CAMPBELL
CONTACT PHONE NUMBER	909.394-6270
PROJECT	ANNUAL SIDEWALK REPAIR PROJECT

CITY NAME AND DEPARTMENT	CITY OF HERMOSA BEACH
ADDRESS	1315 VALLEY DR.
CITY, STATE, ZIP	HERMOSA BEACH CA 90254
CONTACT NAME AND TITLE	ELLS FREEMAN
CONTACT PHONE NUMBER	310.318.0228
PROJECT	VARIOUS LOCATIONS PROVIDED BY CITY STAFF

CITY NAME AND DEPARTMENT	SIGNAL HILL
ADDRESS	2175 28TH STREET
CITY, STATE, ZIP	SIGNAL HILL CA 90755
CONTACT NAME AND TITLE	GRISSEL CHAVEZ
CONTACT PHONE NUMBER	562.989.7251
PROJECT	VARIOUS LOCATIONS PROVIDED BY CITY STAFF

CONTACT US

PRECISION CONCRETE CUTTING

13089 PEYTON DR #C235

CHINO HILLS CA 91709

PHONE: 909-539-7740

DIR NUMBER: 1000003322

CONTRACTOR LICENSE NUMBER: 925449

socalpcc@safesidewalks.com

www.safesidewalks.com

**Trip Hazard Removal Specialist for
Los Angeles and San Gabriel Valley**



February 12, 2019

TO: MAYOR AND CITY COUNCIL

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON RESCINDING RESOLUTION NO. 24,929,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A 3-YEAR
TRAFFIC SIGNAL AND STREET LIGHTING MAINTENANCE
SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE
ORDER FOR SIEMENS MOBILITY, INC. TO PROVIDE TRAFFIC
SIGNAL AND STREET LIGHTING MAINTENANCE SERVICES
CITY-WIDE ON AN “AS NEEDED” BASIS (\$1,050,000)**

SUMMARY

Adoption of this resolution will rescind Resolution No. 24,929; which was adopted February 5, 2019; authorize the City Manager to enter into a three (3) year Traffic Signal and Street Lighting Maintenance Service Agreement (i.e. March 1, 2019 – February 28, 2022) with Siemens Mobility, Inc. (“Siemens”) to provide traffic signal and street lighting maintenance services City-wide on an “as needed” basis and establish a purchase order in an amount not to exceed \$350,000 per contract year with an option to extend the contract for an additional two (2) year contract term.

BACKGROUND

The City operates and maintains one hundred and eleven (111) traffic signals with a variety of traffic signal controllers, and approximately 1,400 streetlights. Currently, the City does not have the capacity to maintain its traffic signals and street lighting maintenance services efficiently without the assistance from external forces to provide the necessary additional labor, materials and equipment to bring our signalized intersections and streetlights maintenance services up to current maintenance standards.

STATEMENT OF ISSUE

The City solicited Request for Proposals (“RFP”) from qualified electrical contractors to provide traffic signal and street light maintenance, emergency repair, non-emergency routine inspections, and new equipment upgrade and installation work. The City is seeking a contractor whose combination of experience and personnel will provide timely, cost effective, and quality professional services.

The selected contractor will be required to have qualified traffic technicians that have demonstrated experience with traffic signal, streetlight, and other electrical work. The contractor shall also have the ability to troubleshoot and diagnose problems with all of the City's traffic signal related electrical operation systems.

The total amount of work available will be a function of routine traffic signal maintenance plus the amount of work that is required due to normal "wear and tear", collision damage, vandalism, and other factors that may result in the need for emergency response maintenance services. The City expects traffic signal technicians to be regularly assigned to the City as necessary to provide preventive maintenance and to respond to unscheduled/emergency work.

On July 18, 2018, the Public Works Department ("Department") advertised for RFP from qualified electrical contractors to provide traffic signal and street light maintenance, emergency repair, non-emergency routine inspections, and new equipment upgrade and installation work City-wide for a 3-year period (i.e. March 1, 2019 – February 28, 2022) with an option to extend the contract term for an additional two (2) years.

On August 16, 2018, the Department received three (3) proposals from the following contractors ranked as follows:

<u>Ranked</u>	<u>Contractor</u>	<u>Location</u>	<u>Bid Results</u>
1	Siemens Mobility, Inc.	Anaheim, CA	\$218,559.00
2	Econolite Systems, Inc.	Anaheim, CA	\$349,838.70
3	St. Francis Electric	Riverside, CA	\$872,016.00

Each proposal was reviewed by the evaluation committee to determine if their proposal met the RFP requirements and made a recommendation of the contractor to be awarded by the City Council.

City staff analyzed the cost of the work that would most frequently be requested of the contractor to perform:

- Monthly inspection and testing of controller, actuation system, indicator lamps, reflectors, pedestrian signals, and pushbuttons.
- Monthly inspection, cleaning and adjustment of control unit and cabinet, including removal of accumulated dirt and debris, inspection and cleaning of seals and drains, and removal of any graffiti, stickers or other non-official markings on the exterior of the controller cabinets.

- Quarterly cleaning and inspection of all indicator lamps, cleaning of hoods, targets, lenses and reflectors as needed, and verification of focus and aim of individual indicators and signal head assembly.

After careful consideration, the proposal submitted by Siemens was determined to be the lowest most responsive bidder.

Siemens currently services over 10,000 traffic intersections and 400,000 streetlights under long-term maintenance agreements nationwide. Siemens is dedicated to meeting and exceeding the challenging public safety requirements associated with the industry. Siemens has been in the traffic signal maintenance industry worldwide for over 50 years. Locally, Siemens has been in business for over 40 years servicing numerous contracts throughout the state of California. Currently, in California alone, Siemens maintains intersections for over 140 agencies encompassing over 4,000 locations of various sizes from full function intersections to in-pavement flashing crosswalks and rapid flashing beacons. Siemens currently provides traffic signal maintenance and repair services to cities such as: Artesia, Commerce, Gardena, Hermosa Beach, Huntington Beach, and Lomita.

Additionally, on November 1, 2018, management met/conferred with members of SEIU Local 721 on the proposed contract. Management indicated that the work being provided by the contractor would not negatively affect the work that is being performed by the City's Classified Service employees. This contract will assist our current staff in effectively meeting the demands of the maintenance activities required by our traffic signal and street lighting services.

On February 5, 2019, the Council adopted Resolution No. 24,929, which authorized a three (3) year service agreement with Siemens Mobility, Inc. to provide traffic signal and street lighting maintenance services City-wide on an "as-needed" basis; however, that Resolution inadvertently omitted the funding account numbers for the expenditure. Thus, it is requested that Resolution No. 24,929 be rescinded and the attached resolution adopted for purposes of providing the needed account information.

FISCAL IMPACT

Funding in the amount of \$175,000.00 for services rendered during the remainder of the 2018-2019 Fiscal Year (i.e. March 1, 2019 – June 30, 2019) is available in Account No. 2502 720 000 4269. Funding in the amount of \$350,000.00 for services rendered during each of the next two (2) fiscal/contract years (i.e. 2019-2020 and 2020-2021), will be allocated in future City budgets. In the final fiscal year of the contract (i.e. 2021-2022), the Department will allocate \$175,000.00 in order to complete all routine traffic signal and street lighting maintenance activities.

If the City exercises the option to extend the contract for an additional two (2) year period, funding will be available in future years budgets (i.e. 2021-2022 - \$175,000, 2022-2023-\$350,000, and 2023-2024 - \$175,000).

ALTERNATIVE

Due to the City's desire to provide traffic signal and street lighting maintenance services City-wide, no other alternatives are being proposed at this time.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

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

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,929, AUTHORIZING THE CITY MANAGER TO ENTER INTO A 3-YEAR TRAFFIC SIGNAL AND STREET LIGHTING MAINTENANCE SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR SIEMENS MOBILITY, INC. TO PROVIDE TRAFFIC SIGNAL AND STREET LIGHTING MAINTENANCE SERVICES CITY-WIDE ON AN “AS NEEDED” BASIS (\$1,050,000)

WHEREAS, the City operates and maintains one hundred and eleven (111) traffic signals with a variety of traffic signal controllers, and approximately 1,400 streetlights and currently, the City does not have the capacity to maintain its traffic signals and street lighting maintenance services efficiently without the assistance from external forces to provide the necessary additional labor, materials and equipment to bring our signalized intersections and streetlights maintenance services up to current maintenance standards; and

WHEREAS, on July 18, 2018, the Public Works Department (“Department”) solicited Request for Proposals (“RFP”) from qualified electrical contractors to provide traffic signal and street light maintenance, emergency repair, non-emergency routine inspections, and new equipment upgrade and installation work City-wide for a three (3) year period (i.e. March 1, 2019 through February 28, 2022) with an option to extend the contract term for two (2) years; and

WHEREAS, on August 16, 2018, the Department received three (3) proposals/bids from the following contractors:

<u>Ranked</u>	<u>Contractor</u>	<u>Location</u>	<u>Bid Results</u>
1	Siemens Mobility, Inc.	Anaheim, CA	\$218,559.00
2	Econolite Systems, Inc.	Anaheim, CA	\$349,838.70
3	St. Francis Electric	Riverside, CA	\$872,016.00

WHEREAS, each proposal was reviewed by the evaluation committee to determine if their proposal met the RFP requirements and recommends the a contract be awarded by the Council to Siemens Mobility, Inc. as the lowest most responsive bidder’ and

WHEREAS, on November 1, 2018, management met/conferred with members of SEIU Local 721 on the proposed contract and management indicated that the work being provided by the contractor would not negatively affect the work that is being performed by the City’s Classified Service employees; and

WHEREAS, the Department has funds in the amount of \$175,000.00 in the Fiscal Year 2018-19 budget for services performed through June 30, 2019; and

WHEREAS, funding for the remaining contract/fiscal years of the contract will be allocated in future City budgets, including funding for the 2-year renewal option, if exercised; and

WHEREAS, on February 5, 2019, the Council adopted Resolution No. 24,929, which authorized a three (3) year service agreement with Siemens Mobility, Inc. to provide traffic signal and street lighting maintenance services City-wide on an “as-needed” basis; however, that Resolution inadvertently omitted the funding account numbers for the expenditure; thus, it is necessary to rescind Resolution No. 24,929 and adopt this resolution for purposes of providing the needed account information.

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

SECTION 1. That Resolution No. 24,929, adopted by the City Council on February 5, 2019, is hereby rescinded.

SECTION 2. That the proposal/bid of Siemens Mobility, Inc. is hereby accepted and all others rejected.

SECTION 3. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a three (3) year (i.e. March 1, 2019 – February 28, 2022) ; with the option to extend the agreement for a period of two (2) contract years; Traffic Signal and Street Lighting Maintenance Service Agreement with Siemens Mobility, Inc. to provide traffic signal and street lighting maintenance services City-wide on an “as needed” basis.

SECTION 4. That funding in the amount of \$175,000.00 for services rendered during the remainder of the 2018-2019 Fiscal Year (i.e. March 1, 2019 – June 30, 2019) is available in Account No. 2502 720 000 4269.

SECTION 5. That a purchase order in the amount of One Hundred Seventy Five Thousand Dollars (\$175,000.00) is authorized to be established for Siemens Mobility, Inc. for services rendered during the remainder of the 2018-2019 Fiscal Year (i.e. contract period March 1, 2019 – June 30, 2019) from funds available in Account No. 2501 720 000 4269. Funding for the remaining term of the contract in the amount of \$350,000.00 for Fiscal Years 2019-2020, \$350,000.00 for 2020-2021 and \$175,000.00 for 2021-2022 will be allocated in future City budgets.

SECTION 6. That if the two (2) year renewal option is exercised by the City, funding in the amount of \$175,000.00 for Fiscal Year 2021-2022, \$350,000.00 for Fiscal Year 2022-2023 and \$175,000.00 for Fiscal Year 2023-2024 will be allocated in future City budgets.

SECTION 7. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Department.

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

ADOPTED this _____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk, at a regular meeting thereof held on the _____ day of _____, 2019.

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

February 12, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE FOR A TERM BEGINNING JULY 1, 2018 AND ENDING FEBRUARY 28, 2019 FOR A TOTAL AMOUNT NOT TO EXCEED (\$38,000)

SUMMARY

This resolution will authorize the City Manager to enter into a Professional Services Agreement with Willie Forge to operate the Compton Par 3 Golf Course for a term beginning July 1, 2018 and ending February 28, 2019 for a total amount not to exceed Thirty-Eight Thousand Dollars (\$38,000).

BACKGROUND

The Parks and Recreation Department is responsible for the supervision, maintenance and operation of the Compton Par 3 Golf Course, Snack Bar and Pro Shop. This site is located at 6400 East Compton Boulevard, and is currently being managed by a private contractor (Willie Forge). Mr. Forge is responsible for the daily operation of the Compton Par 3 Golf Course operating the site seven days a week from 8:00am – 5:00pm.

Recently, Mr. Forge has requested the Department of Parks & Recreation consider increasing his contract amount from \$3,500 per month to roughly \$5,000 per month. Through this discussion, the Department of Parks & Recreation conducted a cost analysis and determined it was more prudent to use internal staff to facilitate the duties for this responsibility rather than continuing to contract out these services.

The internal staffing option will enable the Department to increase the level of service by staffing the Golf Course with 3 – 4 Recreation Aides at an estimated personnel budget of \$42,000 - \$56,000 versus the current model of paying one contractor an annual fee of \$42,000 a year. The Compton Par 3 Golf Course generates revenue of roughly \$54,000 - \$56,000 annually which is more than enough to cover the budget for the internal staffing model.

The internal staffing model will eliminate the frequency in golf course closures due to staff calling in sick or taking much needed vacations by having the ability to reassign staff from the surrounding Community Centers to cover the shifts. The internal staffing model will also provide a better security model by ensuring the facility will always be covered by a minimum of two employees. This is extremely important given the high traffic of cash paying customers at the facility. Staff has already spoken to Mr. Forge about the new staffing model and he has not only approved but has stated he would love to cut back his current hours and join our team as a Recreation Aide.

Currently, Mr. Forge's daily responsibilities include opening and closing of the Compton Par 3 Golf Course, collection of green fees, and completing the monthly revenue report. Mr. Forge's contract also included leasing the pro shop and snack bar but these areas are inadequately used and do not have the resources to meet the needs of the community. Most of the surrounding Par 3 Golf Courses have already either shut down their snack shops in lieu of setting up hot and cold vending machines. We are currently looking at options to provide similar services here at our facility.

STATEMENT OF ISSUE

Mr. Willie Forge does not currently have an executed contract but has been working to provide management of the Compton Par 3 Golf Course since July 1, 2018. Staff initially assumed we were able to compensate Mr. Forge using the month to month clause in his previous contract but was directed to create and execute a new Professional Services Agreement. In order to execute a Professional Services Agreement with Willie Forge, City Council action is required.

Mr. Forge will be compensated for his management services of the golf course in the amount of Three Thousand Five Hundred Dollars (\$3,500.00) per month and will pay to the City a monthly lease rate for use of the Pro Shop and Snack Bar of \$100.00.

ALTERNATIVE

The Parks and Recreation Department does not have any alternative recommendations for this request.

FISCAL IMPACT

The cost of the Professional Services Agreement for the term of July 1, 2018 through February 28, 2019 is Thirty – Eight Thousand Dollars (\$38,000.00). Funds are available in Account No. 5200 840 000 4269.

RECOMMENDATION

Staff recommends that adoption of the attached resolution.

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

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH
WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE FOR
A TERM BEGINNING JULY 1, 2018 AND ENDING FEBRUARY 28, 2019 FOR
A TOTAL AMOUNT NOT TO EXCEED (\$38,000)**

WHEREAS, the Parks and Recreation Department is responsible for the supervision, maintenance and operation of the Compton Par 3 Golf Course, Snack Bar and Pro Shop, located at 6400 East Compton Boulevard; and

WHEREAS, Mr. Forge is responsible for the daily operation of the Compton Par 3 Golf Course operating the site seven days a week from 8:00am – 5:00pm; and

WHEREAS, Mr. Forge does not currently have an executed contract but has been working to provide management of the Compton Par 3 Golf Course since July 1, 2018; and

WHEREAS, Mr. Forge will be compensated for his management services of the golf course in the amount of Three Thousand Five Hundred Dollars (\$3,500.00) per month and will pay to the City a monthly lease rate for use of the Pro Shop and Snack Bar of \$100.00; and

WHEREAS, funds are available in the Parks & Recreation FY 2018-19 Annual Budget in Account No. 5200 840 000 4269 to pay the monthly cost of the service contract at \$3,500.00.

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

Section 1. That the City Manager is authorized to enter into an agreement with Willie Forge (the “Operator”) to operate the Compton Par 3 Golf Course for Fiscal Year 2018-2019.

Section 2. That the Operator shall be paid \$3,500.00 per month to operate the Golf Course, funds for which are available from Account No. 5200 840 000 4269.

Section 3. That the Operator shall pay lease rental fees to the City in the amount of \$100.00 per month for use of the golf course Pro Shop and Snack Shop, which monthly rental amount shall be deducted from the Operator’s monthly fees for operation of the golf course.

Section 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney, General Services and Parks and Recreation Department.

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

ADOPTED this _____ day of _____, 2019.

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 _____, 2019.

That said Resolution was adopted by the following vote:

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

CITY CLERK OF THE CITY OF COMPTON

**SERVICES AGREEMENT AND LEASE
BETWEEN
THE CITY OF COMPTON
AND
WILLIE FORGE**

This Services Agreement and Lease is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **WILLIE FORGE**, (hereinafter referred to as "**OPERATOR**") located at 220 Magnolia Court, Compton, California 90220.

RECITALS:

WHEREAS, the **CITY** owns and operates, for public recreational purposes, the Compton Par 3 Golf Course, Snack Bar and Pro Shop, located at 6400 East Compton Boulevard, City of Compton, County of Los Angeles, State of California, under the supervision of the Parks and Recreation Department, herein referred as "Department"; and

WHEREAS, in order to promote public use and enjoyment of said facility and to provide management of said facility, instruction in the game of golf, and in making available to the general public professional advice and consultation regarding the purchase and acquisition of golfing equipment and supplies, **CITY** is desirous of contracting with an operator to provide these services on the terms and conditions stated herein and leasing the premises; and

WHEREAS, **OPERATOR** warrants that he 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 _____ 2019, the City Council authorized the City Manager to enter into a contract with the **OPERATOR** to manage the facility, provide instruction on the game and otherwise provide advice and consultation to the public, in addition to lease and operate the Pro Shop and Snack Bar.

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

1. Term of Services Agreement and Lease: The term of this Services Agreement and Lease shall extend from July 1, 2018 until February 28, 2019.

In case **OPERATOR** holds over beyond the term herein provided for the Lease with the consent, express or implied, of the **CITY**, the terms and conditions of the Lease shall continue in effect on a month-to-month basis, with each party having the right to terminate said Lease, with or without cause, on thirty (30) days written notice to the other party.

2. Leased Premises: **CITY**, for and in consideration of the payments of rents and the performance of the covenants contain herein specified, does hereby grant to **OPERATOR** the exclusive right to operate the City's Par 3 Golf Course, Snack Bar and Pro shop ("Premises"), located at 6400 East Compton Boulevard, Compton, California.

OPERATOR shall not use the above identified premises for any other purpose without the prior written consent of the **CITY**.

3. Scope of Services of OPERATOR:

It is the mutual understanding of the parties that the **OPERATOR** shall perform and be responsible for rendering the following services:

- Perform as Golf Starter
- Advertise tournaments in all local news media in English and Spanish and mail the same to local businesses
- Promote Junior Golf for the City's youth, both male and female
- Contact local schools and make presentations on the positive side of golf as a sport
- Provide free golf lessons for all beginners
- Provide a Golf Pro for golf clinics on a continuous basis
- Twice weekly, teach the fundamentals of golf to all interested parties
- Make periodic visits to other local golf courses in order to promote the Compton Par 3 Golf Course
- Make personal presentations to all senior citizen clubs on an ongoing basis
- And such other services as the parties agree will be of benefit in promoting the positive aspects of golf

4. Compensation to OPERATOR: The method of payment for this Services Agreement will be based on lump sum. The total lump sum price paid the **OPERATOR** will include compensation for all services, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the **OPERATOR**, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between the **OPERATOR** and the **CITY**. Adjustment in the total lump sum compensation will not be effective until authorized and approved by the **CITY**.

If **OPERATOR** fails to perform the services agreed to herein, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein. **OPERATOR** shall furnish to the **CITY** an invoice(s) for services performed, including a monthly report of services and activities performed in the preceding month.

The **OPERATOR** is required to comply with all federal, state and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775. The **OPERATOR** 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 for work performed by the **OPERATOR's** employees for which the **CITY** may be found jointly or solely liable.

For services performed **CITY** agrees to pay and **OPERATOR** agrees to accept in full payment for the services provided, the maximum lump sum of up to **Three Thousand Five Hundred Dollars (\$3,500.00)** per month. Said compensation shall be paid at the beginning of each month the Agreement is in force.

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

5. Payments to CITY: CITY shall receive all Golf Course fees collected. Remittance of Golf Course fees collected shall be submitted to the CITY monthly, in addition to complete records and reports of all fees collected. CITY shall, at its discretion, and at reasonable times, conduct audits of the cash derived from the operation of the Golf Course.

OPERATOR agrees to pay a rental fee of **\$100.00 per month** for use of the Snack Bar and the Pro Shop. These rental fees shall be due and payable at the beginning of each month the Agreement is in force and shall be deducted from compensation payable to the **OPERATOR** as specified in **Section 4 above**.

6. Public Recreation Facility: It is understood and agreed that said Golf Course, Pro Shop and Snack Bar is one of the public recreation facilities owned by the City of Compton, and under the jurisdiction of the Department of Parks and Recreation, and its conduct, and operation are primarily for service to and for the benefit of the public.

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

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

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

9. Insurance: Without limiting the **OPERATOR's** indemnification of the CITY, **OPERATOR** shall provide and maintain, at its own expense, and require all of its subcontractors to maintain, during the term of this Agreement and furnish proof thereof to the CITY, certificates of insurance, along with endorsements, covering its operations as applicable hereunder in this Agreement, with an insurance carrier acceptable to the CITY. Each certificate shall specifically identify this Agreement and shall expressly bear an endorsement precluding cancellation or reduction in coverage of any policy covered by such certificate except upon at least thirty (30) days prior written notice to the CITY. It is agreed that the CITY shall not be liable for the payment of any premiums or assessments on the insurance required. ***Failure on the part of the OPERATOR to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.***

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **OPERATOR** under the terms of the Agreement. **OPERATOR** 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 relating to **OPERATOR's** use of the Premises.

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:

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

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

c. Fire and Casualty Insurance. **OPERATOR** shall maintain fire insurance on such party's own equipment and property or to adequately self-insure the same. **OPERATOR** shall provide, or cause to be provided, and maintained at its sole cost property insurance in the amount of the value of the improvements on the Premises on a replacement cost basis. The property insurance shall insure against the perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, flood, earthquake, windstorm and physical loss or damage.

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

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

.2 The insurer waives all rights of subrogation against the City.

.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City.

.4 Identify the leased Premises covered by the policy(ies) and the identity of the insured(s).

10. Nondiscriminatory Employment Practices: During the performance of this Contract, the **OPERATOR** 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 or handicap in accordance with requirements of City, State or Federal laws and regulations. The **OPERATOR** 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 or

handicap. 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 **OPERATOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

In the event of the **OPERATOR'S** noncompliance with the nondiscrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part.

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

12. Equipment: The only equipment furnished by **CITY** will be a sink and range vent hood. All other equipment and furnishings shall be supplied by **OPERATOR**.

13. Utilities: **CITY** agrees to furnish the following utilities and services for operation of the premises: water, gas and electricity.

CITY shall not be liable for any loss or damage caused by or resulting from any variation, interruption or failure of said utilities and services due to any cause whatsoever, other than **CITY's** gross negligence, and no temporary interruption or failure of such utilities and services shall be deemed an eviction of **OPERATOR** or relieve **OPERATOR** from any of **OPERATOR's** obligation under this Agreement.

14. Alterations and Additions: **OPERATOR** shall not make any alterations or construct any additions or improvements in or on the Premises until the **CITY** has approved the complete plans and specifications for the project. Once the **CITY** has been provided with said plans and specifications, **CITY** shall have a thirty (30) day minimum review period before granting **OPERATOR** approval or disapproval of the project in writing. **OPERATOR** shall, at the time of the request, specify if they desire to retain ownership and/or possession of the alteration, addition or improvement subject to plan review by **CITY** at **OPERATOR's** expense.

CITY agrees that except for structural alterations, the **OPERATOR** may remove, during or at the expiration or other termination of the term of this Agreement, or of any extension or holdover period thereof, as the case may be, personal property placed or installed in or upon the Premises by the **OPERATOR** or under its authority. Any personal property, improvements or additions not removed by **OPERATOR** within thirty (30) days after the end of the term, or any extension or holdover period thereof, shall automatically become the property of the **CITY**.

OPERATOR shall repair any damage to the Premises caused by **OPERATOR's** installation and/or removal of its personal property, alterations, improvements or additions.

15. Maintenance and Repairs: **CITY** shall not be responsible to make any repairs or alterations to the Premises, excepting due to reasonable normal wear and tear, and **OPERATOR** assumes any and all cost and liability for the repair and maintenance of the

Premises leased herein, unless such repairs, alterations or maintenance are due to **CITY's** negligence or willful misconduct. **OPERATOR** agrees to repair any damage caused by **OPERATOR**, its employees, contractors or agents, negligently or otherwise, at its own expense, and maintain the Premises leased and to return said Premises to **CITY** in as good order, repair and condition as the same were in at the commencement of this Agreement. **OPERATOR** must obtain prior written approval from the **CITY** prior to commencing any repairs to the leased Premises.

OPERATOR shall continue to maintain said Premises in good repair and tenable condition and in compliance with all health, safety and sanitation laws, ordinances and regulations of the State of California and local authorities throughout the term of the Agreement.

OPERATOR agrees to keep Premises in good order and condition at his sole cost and expense. All work done by **OPERATOR** on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances and regulations. The Premises shall be kept free from any and all liens and charges on account of labor or materials used in contribution to any work thereon.

Unless otherwise required by law or expressly provided for within this Agreement, **CITY** shall have no liability to **OPERATOR** for any condition on the Premises leased herein and **OPERATOR** agrees that it has inspected the same, knows the condition and takes this Lease with the Premises in its present condition. **OPERATOR** agrees to hold the **CITY** harmless from any and all liability arising out of or in connection with the use of the Premises leased herein by the **OPERATOR**, its agents, employees, business invitees, customers and patrons, except to the extent any such liability is attributable to **CITY's** negligence or willful misconduct.

16. Damage or Destruction: **CITY** agrees that should the premises be so badly damaged by fire, incidents of war, earthquake, or other violent action of the elements as to render them wholly unfit for **OPERATOR's** occupancy, than this Lease shall be terminated immediately upon the happening of any such event, whereupon **OPERATOR** shall surrender the premises and shall not be liable for any further rental and **CITY** shall not be liable for any further monthly compensation to the **OPERATOR**.

In event of any lesser damage by such cause, **CITY** may restore the premises to the condition it was in immediately prior to the event causing the damage, and the rental fees shall abate in proportion to the area not used by **OPERATOR** during the period of restoration.

CITY shall not be in any way or to any extent liable for any loss or damage to any of **OPERATOR's** property at any time or within said leased premises, whether occasioned by fire, water or gas which may come or be therein or from any other cause whatsoever.

17. Signs and Advertisements: No signs or advertising matter of any kind shall be displayed unless and until approved in writing by the **CITY**.

18. Foods and Beverage Products: All foods, drinks, beverages confectioneries, refreshments, etc. sold or kept for sale by **OPERATOR** shall be first calls in quality, wholesome and pure, and shall conform to the Federal, State and Municipal food laws, ordinances and regulations in all respects. The prices to be charged therefore shall be uniform at all times and seasons and shall equal to prices charged in similar establishments in the neighborhood. No limitations, adulterated, misbranded or impure articles shall be sold

or kept for sale by **OPERATOR** and all merchandise kept on hand by **OPERATOR** shall be stored and handled with due regard for sanitation.

19. Hours: **OPERATOR** shall keep the food concession open every day that the Golf Course is open. The hours of opening and closing shall be subject to the approval of the **CITY**.

20. Conduct: **OPERATOR** shall endeavor to meet all requirements for services in a good and workman like manner and shall maintain himself in such a manner, as to sobriety and moral character, that he shall at all times be able to deal effectively and properly with the golfing public.

21. Disorderly Persons: **OPERATOR** shall permit no intoxicated person or persons, profane or indecent language or boisterous or loud conduct in or about the premises.

22. Law and Ordinances: **OPERATOR** shall conduct his business in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the City, County, State and Federal Government.

23. City Regulations: **OPERATOR** and his employees shall at all times abide by all rules and regulations heretofore adopted or that may hereafter be adopted by the **CITY**.

24. Permits and Licenses: **OPERATOR** shall be required to obtain any and all permits or licenses that may be required in connection with the operation of the concessions.

25. Taxes: **OPERATOR** shall pay all taxes upon personal property and improvement belonging to **OPERATOR** on said premises and upon his lease-hold interests and **OPERATOR** shall pay all sales and other taxes levied against the operator of said business.

26. Vending Machines:

A. Permission: **OPERATOR** shall first receive written approval of the **CITY** before installing or permitting to be installed any and all vending machines.

B. Telephone: The **CITY** reserves the right of rental of all public pay stations within the golf Course.

27. Stands: No accessory stands or buildings for the sale of refreshments shall be permitted, without the written approval of the Department and **OPERATOR** shall confine the business strictly to the area set aside by the Department for such use. **OPERATOR** shall not permit vendors to display or vend wares in any manner inside or outside the building or on the said properties unless a written permit is first secured from the Department, and such permit shall be subject to revocation at any time.

28. Egress and Ingress: **CITY**, and its authorized representatives, agents and employees shall have the privilege to enter upon said demised premises at any and all reasonable times during the term of the Lease for the purpose of inspection to determine whether or not **OPERATOR** is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the City. Such visits by the City, its authorized representatives, agents or employees are not to hinder the normal operation of said concession.

29. Garbage and Rubbish: No boxes, barrels, supplies or rubbish in any form shall be kept, piled or stored outside the buildings unless approved by the Department. **OPERATOR** shall provide, in a place to be designated, as directed by the Department's standard garbage receivers, and shall place therein all garbage and refuse and shall see that it is collected as required by the City Code.

30. Cleanliness: **OPERATOR** shall keep the leased premises clean and sanitary at all times, and **OPERATOR** shall furnish all equipment and materials therefore. Janitorial labor and services shall be supplied by **OPERATOR**.

31. Sub-Letting: **OPERATOR** shall not under-let or sublet the premises occupied by him or any part, hereof or allow the same to be used or occupied by any other person or for any other person or for any other use than herein specified, nor assign this contract, without written consent of the **CITY**; nor shall **OPERATOR** transfer, assign or in any manner convey any of the rights or privileges here in granted without the said written consent of the **CITY**. Any attempt of assignment of any interest in this agreement shall be null and void. That neither said contract nor the rights herein granted shall be assignable or transferable by any process or proceeding in any court, or by involuntary, of receivership proceedings; and in the event of the insolvency or bankruptcy either voluntary or involuntary or **OPERATOR** said **CITY** may at its option terminate and cancel said contract, in which event, all rights of **OPERATOR** thereunder shall immediately cease and terminate and he or his representative shall immediately deliver up possession to said **CITY**.

32. Storage: **OPERATOR** shall not rent, sell, lease or offer any space for the parking or storing or any article or articles whatsoever within or on the premises occupied by this concession, other than his own equipment, without the written consent of the **CITY**.

33. Other Licenses: **OPERATOR** shall have the privilege of using the licensed premises solely for the purpose set forth in these specifications and the lease agreement. The **CITY** shall have the right to grant additional licenses for different purposes in the vicinity of premises licensed hereunder. **OPERATOR** shall cooperate fully with any other lessee in the vicinity.

34. Amendments: This Services Agreement and Lease may be amended or modified only by written agreement signed by the parties hereto, and failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or provisions nor act to release any surety from the obligation under the Agreement.

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

a. The **CITY** may terminate this Services Agreement and/or Lease at any time by giving thirty (30) days written notice of termination to **OPERATOR**. If the **CITY** gives such notice of termination, **OPERATOR** shall cease immediately all work in progress, unless otherwise directed by the **CITY**.

b. If the **OPERATOR** shall fail, neglect or refuse, within ten (10) days after receiving notice thereof from said **CITY**, to improve or change the services rendered or conduct of such concession, or to conform to the Rules and Regulations, or any of the directions or instructions that may be properly made by said **CITY** in the exercise of its powers or shall default in performance or any of the other terms or provisions herein required; and the said default shall continue for a period of ten (10) days after written notice thereof shall be given to **OPERATOR** by said **CITY**, it shall then be lawful for said **CITY** at its

option to declare said terms of the Services Agreement and/or Lease ended and said designated Contract provisions shall be terminated and forfeited, and it may thereupon re-enter and possess itself of all the rights and privileges hereto enjoyed by **OPERATOR**.

c. The **CITY** may terminate this Agreement immediately upon written notice if **OPERATOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law.

d. Upon termination, **OPERATOR** shall deliver to the **CITY** all property of the **CITY** in **OPERATOR's** possession and copies of all reports, documents and other work prepared by **OPERATOR** pursuant to this Agreement. **OPERATOR** shall furnish to the **CITY** a final invoice for work performed.

36. Notices: 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 third business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, and addressed as hereinafter provided, or (c) one business day after send by facsimile transmission

CITY: City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Parks & Recreation Dept.
(310) 605-5688
(310) 605-1480 – fax.

Copies to: City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services Dept.
(310) 605-5553
(310) 605-1753

OPERATOR: Mr. Willie Forge
220 Magnolia Court
Compton, California 90220
(310)

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.

Note: A copy of any notice provided to the Director(s) shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

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

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

39. Extent of Agreement: This Agreement and any attachments hereto, constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Neither party has been induced to make or enter into this Agreement by reason of promise, agreement, representation, statement or warranty other than as herein contained. Nothing in this Agreement shall create any contractual relations between any sub consultant or subcontractor and the **CITY**.

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

OPERATOR

By _____
Willie Forge, Operator/Lessee

Dated: _____

CITY OF COMPTON/LESSOR
Recommended for approval:

By _____
Marvin C. Hunt, Director
Parks & Recreation Department

Dated: _____

Approved by:

Dated: _____

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

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk