

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
02/19/2019
5:30 PM**

CLOSED SESSION

4:30 P.M.

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

**Property Negotiations: 501-515 E. Compton Boulevard, Compton, CA
Negotiating parties: City Manager/Assistant City Manager and KBK Enterprises
Under Negotiation: Price and Terms
Pursuant to California Government Code Section 54956.8**

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

**Property Negotiations: 250 N. Central Avenue
Negotiating parties: City Manager/Assistant City Manager and the OLSEN Company
Under Negotiation: Price and Terms
Pursuant to California Government Code Section 54956.8**

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

**Los Angeles Regional Water Quality Control Board vs. City of Compton,
Complaint No. R4-2019-0004
Barnes v. City of Compton, LASC Case No. 18STCV02796
Pursuant to California Government Code Section 54956.9**

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. RESOLUTION RECOGNIZING THE 20TH ANNIVERSARY OF COMPTON ELITE COMMUNICATORS (Mayor Aja Brown)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

CITY CONTROLLER

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO TOTAL COPORATE SOLUTIONS FOR CABLING INSTALLATION ON NEW OFFICE CUBICLES FOR CITY CONTROLLERS DEPARTMENT IN CITY HALL (\$15,427.94)
3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO MUNISERVICES FOR MUNICIPAL TAX CONSULTANT SERVICES RENDERED TO THE CITY AUGUST 1, 2018 THROUGH OCTOBER 31, 2018 (\$70,000)

CITY FIRE DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT POWERS AGREEMENT BETWEEN THE CITY OF COMPTON AND LOS ANGELES AREA REGIONAL TRAINING GROUP (RTG)

CITY MANAGER

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE CITY'S LOCAL IMPLEMENTATION PLAN PURSUANT TO THE MANDATORY COMMERCIAL RECYCLING LAW AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

HOUSING AUTHORITY

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO MRI SOFTWARE LLC FOR SOFTWARE USE LICENSE AND MAINTENANCE SUPPORT FOR SOFTWARE MODULES (\$13,437)

REGULAR AGENDA

CITY MANAGER'S REPORT

7. A REQUEST TO SET A PUBLIC HEARING TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PURCHASE SALE AGREEMENT OF CERTAIN CITY OWNED PROPERTY LOCATED AT 930 WEST COMPTON BOULEVARD WITH CITY VENTURES LLC. TO DEVELOP 24 SINGLE FAMILY DETACHED TOWNHOMES (March 19, 2019 at 6:00 p.m.)

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO EITHER A SIXTY (60) MONTH LEASE AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN AUTHORITY OR A SIXTY (60) MONTH LEASE AGREEMENT WITH MID-CITIES ASSOCIATION FOR RETARDED CITIZENS INC. FOR CITY-OWNED PROPERTY LOCATED AT 310 NORTH WILLOWBROOK AVENUE
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES CONTRACT WITH HINDERLITER, DE LLAMAS AND ASSOCIATES FOR MUNICIPAL TAX AND AUDIT CONSULTANT SERVICES
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS DEPARTMENT 2018-2019 FISCAL YEAR BUDGET TRANSFERRING FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH NV5 FOR CONSTRUCTION SUPPORT AND INSPECTION SERVICES FOR THE STREET REHABILITATION PROJECT (CIP# 13-01) AND ISSUING A PURCHASE ORDER IN THE AMOUNT OF \$98,900

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2018-2019 FISCAL YEAR BUDGET TRANSFERRING FUNDS BETWEEN ACCOUNTS, ACCEPTING THE PROPOSAL FROM JMDIAZ INC. (JMD), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO PROVIDE TRAFFIC ENGINEERING SERVICES FOR THE PREPARATION OF TRAFFIC CONTROL PLANS FOR THE STREET REPAIRS ON VARIOUS STREETS ADJACENT TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) RIGHT-OF-WAY WITHIN THE CITY LIMITS (\$54,975)
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2018-2019 FISCAL YEAR BUDGET TRANSFERRING FUNDS BETWEEN ACCOUNTS, ACCEPTING THE PROPOSALS FROM JMDIAZ, INC. (JMD), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO PERFORM ADDITIONAL PAVEMENT DESIGN AND CONSTRUCTION SUPPORT SERVICES (PROJECT NO. CIP# 13-01) ON VARIOUS STREETS WITHIN THE CITY LIMITS (\$26,057)
13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE PUBLIC WORKS DEPARTMENT 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZE THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NV5 TO PROVIDE DESIGN SERVICES FOR THE "PRIORITY STREETS" FROM THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT FISCAL YEARS 2018-2023 (\$99,000)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 2/26/2019 @ 5:30 PM

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

February 19, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: RAFAELA KING, CITY CONTROLLER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO TOTAL CORPORATE SOLUTIONS FOR CABLING INSTALLATION ON NEW OFFICE CUBICLES FOR CITY CONTROLLER'S DEPARTMENT IN CITY HALL (\$15,427.94)

SUMMARY

Adoption of the attached resolution will authorize the City Manager to accept the bid of Total Corporate Solutions for cabling to be installed in City Controllers Department in City Hall and establish a purchase order in the amount of Fifteen Thousand Four Hundred Twenty Seven and Ninety-Four Cents (\$15,427.94).

BACKGROUND

The furniture in City Controller Office was old, outdated, and falling apart. This furniture is not efficient and takes up too much space therefore leaving no room to add additional workstations for new positions. "Space organizers" were solicited for proposal, and were received, to reconfigure this office with new furniture and maximize space use.

In October 2018, installers came and installed 26 new workstations. These workstations will help to accommodate new positions of two Deputy Controllers, Financial Analyst, and two Senior Accountants. It will also accommodate divisions such as City Purchasing, Business License and workspace for external auditors during audits.

In order to accommodate all of the new workstations, the entire cabling system for the department needed to be rebuilt. The new cabling needed to be in place in order to install the new workstations. Without the new cabling, workstations could not be installed and the Controller's Office would not be able to accommodate newly hired employees who had no available workstations.

STATEMENT OF THE ISSUE

In 2018, the City Controllers Department has collected bids for cabling to be installed in Controller's Office to accommodate 28 new workstations. The quotes received were inclusive of labor and material. The following bids were submitted:

Staff Report

**Total Corporate Solutions - Resolution Authorizing Purchase Order for New Cabling
February 19, 2019, page 2**

<u>VENDOR</u>	<u>AMOUNT</u>
Total Corporate Solutions	\$ 15,427.94
Humble Communications Inc.	\$ 16,568.08
Driscoll Electric	\$ 21,950.00

Staff reviewed the submitted bids and after review, selected the bid of Total Corporate Solutions as the most responsive bidder.

FINANCIAL IMPACT

Funds have been appropriated in the Fiscal Year 2018-2019 annual budget as follows:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
1001-650-000-4262	Other Professional Services	\$15,427.94

The one-time payment is necessary for the cabling installation from Total Corporate Solutions and therefore payment in the amount of Fifteen Thousand Four Hundred Twenty Seven and Ninety-Four Cents (\$15,427.94) should be issued.

RECOMMENDATION

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

**RAFAELA KING, CITY CONTROLLER
CITY CONTROLLER OFFICE**

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 TOTAL COPORATE SOLUTIONS FOR CABLING INSTALLATION
ON NEW OFFICE CUBICLES FOR CITY CONTROLLER'S
DEPARTMENT IN CITY HALL (\$15,427.94)**

WHEREAS, the furniture in City Controller's Office is old, outdated, and falling apart. This furniture is not efficient and takes up too much space therefore leaving no room to add additional workstations for new positions. Space organizers were solicited for proposals were received to reconfigure this office with new furniture and maximize space use; and

WHEREAS, in October 2018, installers came and installed 26 new workstations. These workstations will help to accommodate new positions of two Deputy Controllers, Financial Analyst, and two Senior Accountants. It will also accommodate divisions such as City Purchasing, Business License and workspace for external auditors during audits; and

WHEREAS, in order to accommodate all of the new workstations, the entire cabling system for the department needed to be rebuilt. The new cabling needed to be in place in order to install the new workstations. Without the new cabling, workstations could not be installed and the Controller's Office would not be able to accommodate newly hired employees who had no available workstation to work; and

WHEREAS, in 2018, the City Controllers Department has collected bids for cabling to be installed in Controllers Office to accommodate 28 new workstations. The quotes received were inclusive of labor and material. The following bids were submitted:

<u>Companies</u>	<u>Bid Amount</u>
Total Corporate Solutions	\$ 15,427.94
Humble Communications Inc.	\$ 16,568.08
Driscoll Electric	\$ 21,950.00

WHEREAS, Staff reviewed the submitted proposals/bids and after review, determined that Total Corporate Solutions possesses the necessary qualifications, experience and expertise to provide the services needed by the City for this upgrade at a reasonable price; and

WHEREAS, funds for this expenditure are available in the approved Fiscal Year 2018-2019 budget.

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

Section 1. That the bid for Total Corporate Solutions in the amount of Fifteen Thousand Four Hundred Twenty Seven and Ninety-Four Cents (\$15,427.94) is hereby accepted and all other bids rejected.

Section 2. That funds for this expenditure are available in the approved Fiscal Year 2018-2019 Controller Department's budget in Account No. 1001-650-000-4262.

Section 3. That a purchase order is authorized to Total Corporate Solutions in the not-to-exceed amount of \$15,427.94.

Resolution No. _____
Page 2

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

Section 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

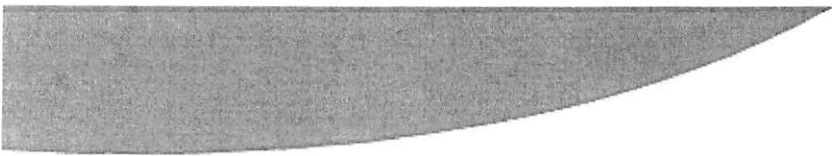
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

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



Compton Cabling Controller's Office

Prepared For

Garry Francis
City of Compton

Created By

Brandon Shumaker
Total Corporate Solutions
310.436.8606
bshumaker@teamtcs.com
<http://www.totalcorporatesolutions.com>

Quote

TOTAL CORPORATE SOLUTIONS INC

Nov. 7, 2018

20335 S Western Ave.

Torrance, CA 90502

Prepared by: Brandon Shumaker

Field Supervisor

bshumaker@teamtcs.com

Customer

City of Compton

Garry Francis

TCS#:

NOTE:

Pricing

Services

Name/Description	Price	Qty	Tax	Subtotal
Labor	\$60.00 / Hour	90		\$5,400.00
Crossconnect	\$200.00 / Hour	4		\$800.00

Identifying of extension & fax locations and crossconnecting of new voice cable locations

Subtotal: **\$6,200.00**

Products

Name/Description	Price	Qty	Tax	Subtotal
CAT6 Cable Drop	\$65.00	117	9.00%	
				\$8,289.45
Cat6 Plenum Cable Drop				
48 Port CAT6 Patch Panel	\$175.00	3	9.00%	
				\$572.25
3/4" Surface Mount Raceway	\$14.00	15	9.00%	
				\$228.90
1" Surface Mount Raceway	\$18.00	7	9.00%	
				\$137.34
			Subtotal:	\$9,227.94

Total cost: \$15,427.94

Signed by:

City of Compton

Date



ESTIMATE

Humble Communications Inc.
14039 Fort Ross Ct.
Fontana, California 92336
United States

909-200-5911

BILL TO

City of Compton
Van Wilson
South Willow Brook
Compton, California
United States

vwilson@comptoncity.org

Estimate Number: 37

Estimate Date: October 5, 2018

Expires On: October 26, 2018

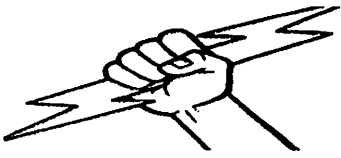
Grand Total (USD): \$16,568.08

Items	Quantity	Price	Amount
Cable Cat6 Plenum Box Cable Cat6 (CMP)	20	\$305.00	\$6,100.00
Jacks Cat6A Jacks	133	\$8.00	\$1,064.00
Data Patch Panel 48 port Cat5e patch panel	3	\$300.00	\$900.00
Misc. Ceiling support, tape, tie wraps, etc...	1	\$250.00	\$250.00
Labor	1	\$7,488.00	\$7,488.00
Subtotal:			\$15,802.00
LA County 9.5%:			\$766.08
Total:			\$16,568.08
Grand Total (USD):			\$16,568.08

Notes

Scope of Work: Install 133 Cat6 plenum cables. Terminate, Test, and, label.

Location to be provided by customer



DRISCOLL ELECTRIC, INC.

1109 W. 156th St., Compton, CA 90220,

Work: (310) 245-9640; Fax: 310-631-0155; Email: driscollelectric@yahoo.com

State License #: 916925

DBE CERTIFIED

PROPOSAL

DATE: October 03, 2018

WORK ORDER# : 10045

CUSTOMER NAME: Compton 1 City Controller
Attn: Garry Francis

CUSTOMER ADDRESS: 205 S Willowbrook Ave
Compton, CA 90220

I/We propose to do the following work at the location of.....

LOCATION OF JOB: City of Compton
205 S Willowbrook Ave
Compton, CA 90220

JOB DESCRIPTION: 100 Plenum CAT 6 drops installed – All cable will be tested and terminated.
25 locations (2 printers and 23 desk locations).
1 Patch panel location in IDF on 2nd floor.
4 Entry points.
4 Outlets replaced in the Deputy/City Controller Analyst and Admin's office.

All CAT 6 will be laced in cubicles raceway as discussed. Each outlet will have voice, data, telephone and 1 spare outlet for future use.

Material and Labor \$21,950.00

TOTAL: \$21,950.00

DEPOSIT: \$5,200.00

THIS PRICE IS GOOD FOR 30-DAYS. SERVING ALL YOUR ELECTRICAL NEEDS....

Accepted by: _____

Signature

Print

Date

Submitted by:

Dereik Driscoll

10-03-18

WARRANTY

Parts and Labor 1-YEAR

Lamps, fuses, and customer- supplied material is not covered.

February 19, 2019

TO: 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 ISSUE A PURCHASE ORDER TO MUNISERVICES FOR MUNICIPAL TAX CONSULTANT SERVICES RENDERED TO THE CITY AUGUST 1, 2018 THROUGH OCTOBER 31, 2018 (\$70,000).

SUMMARY

Adoption of the attached resolution will authorize the City Manager to issue a purchase order in the amount of Seventy Thousand Dollars (\$70,000.00) to MuniServices for professional municipal tax consultant services rendered to the City for the period of August 1, 2018 through October 31, 2018.

BACKGROUND

The City has had a professional services agreement; including numerous extensions; with MuniServices to provide Utility User Tax Services ("UUT"), Sales Tax Revenue Services ("STARS"), Business License Discovery and Audit Services since 1992. One (1) of the State Audit Report findings was that the City needs to implement a competitive bid or Request for Proposals ("RFP") process at least every three (3) years for all City contracts. All contracts with the City that have been in effect for more than three (3) years have been required by the City Manager to go through a bid or RFP process. The contract for municipal tax consultant services was identified as one that needed an RFP for the service.

STATEMENT OF THE ISSUE

In efforts to comply with the State's findings and recommendations, City staff released an RFP for Municipal Tax Consultant Services on May 16, 2018. Two (2) firms, Hinderliter, de Llamas and Associates ("HD and Associates") and MuniServices submitted RFPs. After reviewing and evaluating the RFPs received, the City Manager and City Controller determined that it will be in the best interest of the City to recommend to the City Council – via a separate resolution -- that an agreement be awarded to HD and Associates for the needed services.

There is a need to close out the services that have been provided by MuniServices; thus, a purchase order in the amount of \$70,000.00 to MuniServices for professional municipal tax consultant services rendered to the City during the period of August 1, 2018 through October 31, 2018 is needed.

FISCAL IMPACT

Funds for this expenditure are available in Account No. 1001-510-000-4269.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO
MUNISERVICES FOR MUNICIPAL TAX CONSULTANT SERVICES
RENDERED TO THE CITY AUGUST 1, 2018 THROUGH OCTOBER 31, 2018
(\$70,000).**

WHEREAS, the City has had a professional services agreement; including numerous extensions; with MuniServices to provide Utility User Tax Services ("UUT"), Sales Tax Revenue Services ("STARS"), Business License Discovery and Audit Services since 1992; and

WHEREAS, one (1) of the State Audit Report findings was that the City needs to implement a competitive bid or Request for Proposals ("RFP") process at least every three (3) years for all City contracts; thus, all contracts with the City that have been in effect for more than three (3) years have been required by the City Manager to go through a bid or RFP process; and

WHEREAS, the contract for municipal tax consultant services was identified as one that needed an RFP for the service and in efforts to comply with the State's findings and recommendations, City staff released an RFP for Municipal Tax Consultant Services on May 16, 2018; and

WHEREAS, two (2) firms, Hinderliter, de Llamas and Associates ("HD and Associates") and MuniServices submitted RFPs and after reviewing and evaluating the RFPs received, the City Manager and City Controller determined that it will be in the best interest of the City to recommend to the City Council – via a separate resolution -- that an agreement be awarded to HD and Associates for the needed services; and

WHEREAS, there is a need to close out the services that have been provided by MuniServices; thus, a purchase order in the amount of \$70,000.00 to MuniServices for professional municipal tax consultant services rendered to the City during the period of August 1, 2018 through October 31, 2018 is needed; and

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

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order in the amount of Seventy Thousand Dollars (\$70,000.00) to MuniServices for professional municipal tax consultant services rendered to the City for the period of August 1, 2018 through October 31, 2018.

SECTION 2. That funds for this expenditure are available in Account No. 1001-510-000-4269.

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

SECTION 4. 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 the 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

February 19, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: RONERICK SIMPSON, FIRE CHIEF

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT
POWERS AGREEMENT BETWEEN THE CITY OF COMPTON AND LOS
ANGELES AREA REGIONAL TRAINING GROUP (RTG)**

SUMMARY

This resolution authorizes the City Manager of the City of Compton to enter into a joint powers agreement with Los Angeles Area Regional Training Group (RTG). This agreement will allow access to prepare and train for natural, technological, and human-caused disasters.

BACKGROUND

Currently, the Los Angeles Area Fire Chiefs Association (LAAFCA) has set a vision for the Regional Training Group (RTG) to create and operate a nationally recognized regional training and education program. As part of a larger initiative to develop regional training for a progressive fire service environment, the RTG has successfully proven that regional training through multi-agency integration is a force multiplier that ramps up resource leverage, and actually increases the capacity of first responders and specialty teams to handle the most critical work which terrorism or disasters present. Through regionalized training, any and all emergencies are handled more seamlessly thus increasing the efficiency and effectiveness of operations. When a disaster strikes the LA region, no one department will be able to handle all calls for assistance in a widespread emergency response. Through cooperation, the 30 fire agencies in the LA region have built relationships by promoting trust with the goal of achieving interoperability between all partner agencies.

Combined with the dangers that exist in urban/metropolitan framework is the fact that fire department leaders are being asked to do more with less. This requires training officers to look for new ways to continually deliver critical training information to their audiences. Fire department training remains the best insurance policy that any agency can provide to ensure the safety and operational effectiveness of its members and to the public it serves. That belief mandates that the region's fire departments work in a cooperative manner within the urban area Homeland Security Strategic Plan to effectively and efficiently develop and deliver standardized training to all of its firefighters. The RTG

Strategic Plan identifies ways to better prepare for human-caused and natural disasters and was developed under the direction of the LAAFCA by the RTG.

STATEMENT OF ISSUE

This LA regional based program has the potential to provide Fire Service Training Standards across the nation, while creating national significance. Staff is recommending to enter into a Joint Powers Agreement with RTG.

FISCAL IMPACT

There is no financial impact in joining the RTG.

RECOMMENDATION

Staff recommends that Council approve the attached resolution.

**RONERICK SIMPSON
FIRE CHIEF**

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 JOINT POWERS
AGREEMENT BETWEEN THE CITY OF COMPTON AND LOS ANGELES AREA
REGIONAL TRAINING GROUP (RTG)**

WHEREAS, currently, the Los Angeles Area Fire Chiefs Association has set a vision for the Los Angeles Area Regional Training Group (RTG) to create and operate a nationally recognized regional training and education program; and

WHEREAS, as part of a larger initiative to develop regional training for a progressive fire service environment, the RTG has successfully proven that regional training through multi-agency integration is a force multiplier that ramps up resource leverage, and increases the capacity of first responders and specialty teams to handle the most critical work which terrorism or disasters present; and

WHEREAS, it is to the mutual benefit for the City to join the joint powers authority for the purpose of integrating, sharing, and combining resources, facilities, regional assets, and information related to training firefighters and researching fire prevention, protection, and safety techniques, issues, and information for the benefit of our respective areas and inhabitants; and

WHEREAS, staff has recommended that the City enter into a Joint Powers Agreement with Los Angeles Area Regional Training Group to provide Fire Service Training Standards; and

WHEREAS, the City's general fund will not be financially impacted.

**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 enter into a Joint Powers Agreement with the Los Angeles Area Regional Training Group (RTG), with the advice of the City Attorney, to allow access to prepare and train for natural, technological, and human-caused disasters.

SECTION 2. That no funding is necessary to be a member of the RTG.

SECTION 3. That any requested contributions to the RTG are subject to approval by the governing bodies of Member agencies from whom such contributions are sought.

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

SECTION 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

Resolution No. _____
Page 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

AYES: COUNCIL MEMBER-
NOES: COUNCIL MEMBER-
ABSENT: COUNCIL MEMBER-
ABSTAIN: COUNCIL MEMBER-

CITY CLERK OF THE CITY OF COMPTON

JOINT POWERS AGREEMENT FOR LOS ANGELES AREA REGIONAL TRAINING GROUP

This Joint Powers Agreement ("Agreement") is executed by and among those public agencies, duly organized and existing, which are parties signatory to the Agreement, including parties that may later become signatories to this Agreement, for the purpose of operating a joint powers authority as provided in this Agreement. This Agreement is created pursuant to Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title I of the California Government Code relating to the joint exercise of powers between the public agencies.

Each public agency executing this Agreement shall be referred to individually as "Member," with all referred to collectively as "Members."

RECITALS

WHEREAS, the Members have and possess the power and authority to organize and establish a consolidated area training group to address fire protection and safety issues for the benefit of the lands and inhabitants within their respective boundaries; and

WHEREAS, the Members propose to join together to establish, operate, and maintain a joint powers authority for the purpose of integrating, sharing, and combining resources, facilities, regional assets, and information related to training firefighters and researching fire prevention, protection, and safety techniques, issues, and information for the benefit of their respective lands and inhabitants; and

WHEREAS, it is in the public interest to provide a means by which other public agencies may request training and other services for the benefit of their lands and inhabitants; and

WHEREAS, it is to the mutual benefit of the Members to create a joint powers authority, and the Members have the authority under the Joint Exercise of Powers Act, in California Government Code Section 6500, et seq., to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the Members agree as follows:

ARTICLE 1 DEFINITIONS

Unless the context requires otherwise, the terms used in this Agreement shall have the following meanings:

- 1.01 "Act" shall mean the Joint Exercise of Powers Act, in California Government Code Section 6500, et seq.

1.02 "Agreement" shall mean this Joint Powers Agreement, as originally entered into and as amended from time to time in accordance with the provisions of this Agreement.

1.03 "Authority" shall mean the Los Angeles Area Regional Training Group created by this Agreement.

1.04 "Associate Member" means a public agency which is a party to an Associate Membership Agreement entered into between the Authority and such public agency pursuant to Article 4 of this Agreement.

1.05 "Board of Directors" or "Board" shall mean the governing body of the Authority.

1.06 "Bylaws" shall mean guidelines adopted by the Board of Directors setting forth policies and procedures for the operation of the Authority and for the exercise of the Board's powers granted in this Agreement, as amended from time to time by the Board.

1.07 "Director(s)" shall mean the individuals serving on the Board of Directors

1.08 "Effective Date" shall mean the date referenced in Article 3 and upon which this Agreement becomes effective and binding upon the Members.

1.09 "Executive Committee" shall mean the Executive Committee of the Board of Directors of the Authority.

1.10 "Fiscal Year" shall mean that period of twelve months which is established by the Board of Directors or the Bylaws as the fiscal year of the Authority.

1.11 "Member" means any public agency as the term "public agency" is defined by Section 6500 of the Act, which includes, but is not limited to, any federal, state, county, city, public corporation, public district of this state or another state, or any joint powers authority formed pursuant to the Act by any of these agencies which has executed this Agreement and has become a member of the Authority.

ARTICLE 2 CREATION OF JOINT POWERS AUTHORITY; PURPOSES

2.01 Pursuant to the Act, there is hereby created a joint powers authority to be known as Los Angeles Area Regional Training Group (also referred to herein as the "Authority"). The Authority shall be a public entity separate and apart from the Members, and shall administer this Agreement.

2.02 The purpose of the Authority is to establish a separate organization for the exercise of powers common to the Members, which may include conducting coordinated trainings and sharing resources, including but not limited to, facilities, equipment, and information, related to training firefighters and researching fire prevention, protection, and safety techniques, issues,

and information, and to address emerging and existing fire protection and safety issues for the benefit of their respective lands and inhabitants, in the manner set forth in this Agreement.

2.03 The Authority is intended to conduct coordinated fire protection and safety trainings, and to address emerging fire protection and safety issues throughout the Los Angeles County area and other areas that appear to have a connection or nexus to Los Angeles County, encouraging maximum cooperation between all fire department agencies, and promoting the safety of both fire personnel and the public, accomplished in an effective manner by the following means, including but not limited to:

- a) Researching, identifying and selecting a records and business management system to be utilized by all Members for financial records, logistical support, training needs, and other purposes.
- b) Designing an initial plan to utilize training centers for training focused on firefighting activities, including Fire Suppression, Paramedic, Hazardous Materials and Urban Search and Rescue training.
- c) Constructing and conducting a comprehensive training needs assessment for the Authority or its Members.
- d) Training regional training staff and instructors on procedures and defining expectations to enable the success of the collaborative efforts.
- e) Designing a comprehensive plan for equitable, effective education and training delivery for Members that utilizes all available delivery systems and training centers, sites, or facilities used by the Authority.
- f) Updating the comprehensive plan for equitable, effective education and training deliveries for Members based on experience using the plan on an ongoing basis.

ARTICLE 3

PARTIES TO AGREEMENT; EFFECTIVE DATE

3.01 This Agreement shall become effective, and the Authority shall come into existence, when this Agreement is authorized and executed by not less than three (3) public agencies ("Effective Date").

3.02 Members may submit written notice of immediate withdrawal from the Authority within 180 days after the Bylaws are adopted. There will be no costs for any Member that withdraws from the Authority within this time period. It is the intent of the Members that Bylaws will be developed and adopted by the Board, as authorized under Section 6.04(a), and that the Authority will seek applicable and necessary liability coverage during this period.

Notice shall be given to all Members pursuant to Section 18.02 within five (5) business days of adoption of the Bylaws. The notice shall include a copy of the adopted

Bylaws. After the Bylaws have been adopted, Members may withdraw from the Authority during the specified period in accordance with the provisions of this Section 3.02. After expiration of the stated time period, any Member may withdraw from the Authority in accordance with Article 16 of this Agreement, and will be reimbursed its pro-rate portion of monetary contributions as set forth in Article 16.

ARTICLE 4

ASSOCIATE MEMBERSHIP AGREEMENT

4.01. Power to Enter Into Associate Membership Agreements. In addition to those powers specified in this Agreement, the Authority shall have the power to enter into Associate Membership Agreements with any public agency upon the approval thereof by a majority vote of all members of the Board.

4.02. Contents of Associate Membership Agreement. Each Associate Membership Agreement shall:

- a) State that the public agency is an Associate Member of the Authority.
- b) Specify that the purpose of the Associate Membership Agreement is (i) to facilitate cooperation between fire department agencies to carry out the stated purposes of the Authority; and (ii) to contribute fire department personnel or facilities, who or that shall remain under the general direction and control of the respective Associate Member agency to which they or it belongs, to the Authority to assist in carrying out the activities of the Authority.
- c) Restrict the powers and obligations of such Associate Member public agency with respect to the Authority to those enumerated in this Article 4;
- d) Specify that such public agency shall not have the power to: (i) vote on any action to be taken by the Authority; or (ii) appoint a Director to the Board;
- e) Specify the fees, if any, to be charged such public agency for its participation in the Authority; and
- f) Specify to what extent, if any, the Associate Member may share in asset distributions.

4.03. Approval of Associate Membership Agreements. In determining whether to approve an Associate Membership Agreement with a public agency which proposes to be an Associate Member, the Board may take into account any criteria deemed appropriate to the Board.

ARTICLE 5 POWERS

5.01 The Authority shall possess in its own name all powers granted to it by law, including, but not limited to, any powers common to the Members, and the following enumerated powers:

- a) To make and enter into, in its own behalf and not on behalf of the individual Members, contracts consistent with this Agreement, including, but not limited to, contracts to retain or provide services, contract to permit others to use facilities, rent out facilities, and to purchase, lease, or dispose of equipment or supplies.
- b) To acquire by purchase or lease, hold, and dispose of property, real and personal.
- c) To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, entities, Members, and any governmental entity, in accordance with applicable laws, including applicable Los Angeles County Conflict of Interest Code and State conflict of interest laws.
- d) To sue and be sued in its own name.
- e) To apply for, accept, and receive appropriate grants, loans, and other assistance under any Federal, State, or local programs for assistance in developing any of its programs or providing services to other public entities.
- f) To issue bonds and to otherwise incur debts, liabilities and obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation of the individual respective Members.
- g) Apply for, accept, and receive all licenses and permits from any federal, state, or local public agency.
- h) To appoint committees and adopt rules, regulations, policies, Bylaws, and procedures governing the operation of the Authority.
- i) To add Members or Associate Members to the Authority as approved by the Authority Board of Directors and the existing Members as provided herein.
- j) To appoint/hire officers, employees, agents, or consultants and adopt personnel rules and policies governing officers and employees.
- k) To reimburse Members for overtime expenditures of a Member's contributed personnel who is/are assigned to assist in carrying out the activities of the Authority as directed by the Executive Director of the Authority and approved by the Executive Committee in accordance with Section 13.06 of this Agreement. Such overtime expenditures, if any, shall be paid in accordance with all applicable State and Federal laws, including the Fair Labor Standards Act.

- l) To purchase equipment with prior approval by the Executive Director and pursuant to the Board's purchasing policy.
- m) To assign personnel contributed from the Members or Associate Members to positions that fulfill the needs of the Authority, who shall remain under the general direction and control of the respective Member or Associate Member agency to which such personnel belong.
- n) To invest, or cause to be invested, and manage, or cause to be managed, Authority funds, by and through the Treasurer, in accordance with State law.
- o) To obtain all types of insurance as may be necessary to cover the liabilities of the Authority or its Members as determined by the Board.
- p) To exercise such other powers and authority as are necessary and proper to carry out its functions herein, and as provided in the Act or otherwise permitted by law.

5.02 Pursuant to Government Code Section 6509, the powers of the Authority shall be exercised in accordance with the Act, and shall be subject to the restrictions upon the manner of exercising such powers that are imposed upon the El Segundo Fire Department.

5.03 Each Member expressly retains all rights and powers to finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment, facilities, properties, projects, and information that it deems in its sole discretion to be necessary or desirable for its own fire protection needs, and that are authorized by the laws governing it. This Agreement shall not be interpreted, and the Authority created herein, shall not have the power to impair or control any of the Members' respective rights, powers, or title to such equipment, facilities, properties, information, and projects, nor shall any Member be required to provide additional personnel, equipment, or services to the Authority than as provided in this Agreement, without the written consent of the Member.

5.04 Each Member expressly retains all rights and powers to use other funds or funding sources to finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment and facilities for their fire protection and safety needs.

ARTICLE 6 ORGANIZATION

6.01 Composition of Board. The Authority shall be governed by the Board of Directors, which shall be composed of the Fire Chief of each member agency. Each Director may designate an alternate to act in his/her place on the Board, provided the alternate is a person at executive command rank. Each Member shall provide a written designation of its Director representative to the Authority. The Board shall maintain a list of all current Members in good standing who serve on the Board. The Board of Directors may allow for an alternate of

the designated representative to the Authority in accordance with the Bylaws of the Authority.

6.02 Termination of Status as Director. A Director shall be removed from the Board of Directors upon the occurrence of any one of the following events:

- a) The withdrawal or removal of the appointing Member from the Authority;
- b) The death or resignation of the Director, in which case the appointing Member will provide a replacement Director;
- c) The Authority's receipt of written notice from the Member that the Director appointed by that Member is no longer qualified; or
- d) The Board by at least a two-thirds (2/3) vote of the entire Board determines to remove a Director, in which case the appointing Member will provide a replacement Director.

6.03 Compensation. Directors and their alternates, if any, are not entitled to compensation by the Authority. The Board of Directors may authorize reimbursement of expenses incurred by Directors in the performance of services for the Authority where such expenses are not paid by the appointing Member.

6.04 Powers of Board. The Board of Directors shall have the following powers and functions:

- a) Except as otherwise provided in this Agreement, the Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation to other bodies or persons. The primary objective of the Board is to establish overall policy and strategy. As such, the Board may adopt and amend Bylaws or other guidelines setting forth policies and procedures for the operation of the Authority and for the exercise of the Board's powers granted herein.
- b) The Board may form an Executive Committee, as provided in Article 8. The Executive Committee may exercise all powers or duties of the Board, except (i) the adoption of the Authority's annual budget or any amendments thereto, (ii) the adoption of the Bylaws or any amendments thereto, and (iii) the issuance of bonded debt, which powers are expressly reserved to the Board. All actions by the Executive Committee shall be subject to review, and approval, modification, or disapproval, by the Board at its discretion.
- c) The Board may form, as provided in Article 10, such other advisory committees as it deems appropriate or it may delegate such power to the Executive Committee in the Bylaws or by resolution of the Board. The membership of any such other committee may consist in whole or in part of persons who are not Directors of the Board.
- d) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority. To the extent that the

budget includes funding by Members, such funding is subject to approval by the governing bodies of those Member agencies. Adoption of the budget may not be delegated.

- e) The Board shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 10 and 13 of this Agreement, including contracting with a certified public accountant for an annual audit of accounts, records, and financial affairs of the Authority as necessary or required.
- g) The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority including but not limited to making and entering into contracts; employing agents and employees; acquiring, holding, and disposing of property; incurring debts, liabilities or obligations necessary for the operation of the Authority; receiving, accepting and expending or disbursing funds, by contract or otherwise, for purposes consistent with the provisions hereof; adopting contracting and purchasing rules and regulations, internal financial controls, personnel rules and regulations, maintaining at all times a complete and accurate system of accounting for all funds of the Authority, and similar rules and regulations consistent with State law governing public agencies.
- h) Adopt any rules, regulations, and policies as may be required for meetings, the conduct of meetings, and the orderly operation of the Authority.

ARTICLE 7

MEETINGS OF THE BOARD OF DIRECTORS

7.01 Regular Meetings. The Board of Directors shall hold at least two (2) regular meetings each year. The Board of Directors shall fix by resolution or in the Bylaws the date upon which, and the hour and place at which, each regular meeting is to be held. Meetings of the Board of Directors, Executive Committee, and any other "legislative body" of the Authority, as that term is defined in Section 54952 of the California Government Code, shall be called, noticed, and conducted in accordance with the Ralph M. Brown Act, Section 54950 et seq. of the California Government Code.

7.02 Minutes. The Authority shall have minutes of each regular, adjourned regular, and special meetings kept by the Secretary. As soon as practicable after each meeting, the Secretary shall forward to each Board member a copy of the minutes of such meeting.

7.03 Quorum. A majority of all members of the Board and the Executive Committee, respectively, is a quorum for the transaction of business. A vote of the majority of a quorum at a meeting of the Board or the Executive Committee is sufficient to take action unless otherwise provided in the Bylaws; except that a majority of all members of the Board is required in order to take action on: (i) the adoption of the Authority's annual budget and any amendment(s) thereto, (ii) the adoption of the Bylaws and any amendment(s) thereto, and (iii) the issuance of any bonded debt of the Authority. However,

less than a quorum may adjourn from time to time but may not take action on matters before the Board or Executive Committee.

7.04 Voting. Each Director of the Board shall have one vote.

ARTICLE 8 EXECUTIVE COMMITTEE

8.01 As set forth in Section 6.04 above, the Board may establish an Executive Committee which shall consist of no less than three (3) Directors selected from the Board. The Board will determine the number of Directors to serve on the Executive Committee. The Executive Committee will include the Chair of the Authority designated pursuant to Article 9. Except as otherwise provided herein, the composition, the terms of office of the Directors serving on the Executive Committee, and the conduct of the Executive Committee shall be as provided in the Bylaws. The Executive Committee shall conduct the business of the Authority between meetings of the Board, exercising all those powers as provided for in Section 6.04(b), or as otherwise delegated to it by the Board.

8.02 Each Director on the Executive Committee, except for the Chair of the Authority, shall be confirmed and approved by the Board of Directors by a majority vote of the entire Board.

8.03 Any vacancy on the Executive Committee shall be filled by the Board within ninety (90) days of the vacancy.

ARTICLE 9 OFFICERS

9.01 The Board shall nominate and elect a Chair, Vice Chair, and Secretary of the Authority, each for a term of two (2) years, from among the Directors at its last meeting of every odd-year Fiscal Year. Each officer shall assume the duties of the respective office upon election. If an officer ceases to be a Director of the Board, the resulting vacancy shall be filled at the next regular meeting of the Board held after the vacancy occurs or at a special meeting of the Board called to fill such vacancy. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair shall preside at and conduct all meetings of the Board. The Board may appoint such other officers as it considers necessary and as provided in the Bylaws.

ARTICLE 10 COMMITTEES

10.01 The Board may establish advisory committees as it deems appropriate or it may, in the Bylaws or by resolution, delegate such power to the Executive Committee. Members of committees shall be appointed by the Board or the Executive Committee. Each committee shall have those duties as determined by the Board or the Executive Committee or as otherwise set forth in the Bylaws. Each committee shall meet on the call of its chairperson,

and shall report to the Executive Committee and the Board as directed by the Board or the Executive Committee.

ARTICLE 11

LIABILITY OF BOARD OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS

11.01 The members of the Board of Directors, officers and committee members of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement.

11.02 No Director, officer or committee member shall be responsible for any action taken or omitted by any other Director, officer or committee member. No Director, officer or committee member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement.

11.03 The Authority may acquire and maintain insurance protection as is necessary to protect the interest of the Authority and its Members in its administration of the Authority in accordance with Article 14 below.

ARTICLE 12

STAFF

12.01 Principal Staff. The following staff members shall be appointed by and serve at the pleasure of the Executive Committee:

- a) Executive Director. The Executive Director shall administer the daily business and activities of the Authority, subject to the general supervision and policy direction of the Board and the Executive Committee; shall be responsible for all minutes, notices and records of the Authority; shall administer all contracts; may enter into contracts within authority set by the Board or Executive Committee, and shall perform such other duties as are assigned by the Board or Executive Committee. The Executive Director may be a contractor or an employee of one of the Members or Associate Members of the Authority and shall have obtained senior fire department management rank that will provide a range of operational capability to the Authority.
- b) Legal Counsel. With the approval of the majority of the Board, legal counsel shall be appointed to serve as general counsel ("General Counsel") to the Authority.

12.02 Support Staff. Subject to the approval of funding in the Authority's budget and to the general supervision and direction of the Board and Executive Committee, the Executive Director shall provide for the appointment of such other staff as may be necessary for the administrative support of the Authority, which staff shall be employees of the Authority. Upon mutual agreement, a Member may provide supplemental administrative support services in exchange for reimbursement by the Authority, or as a contribution credit for

services. Administrative personnel of a Member performing these functions remain employees of the contributing Member, and are not employees of the Authority.

12.03 Treasurer and Controller. Pursuant to Section 6505.5 and 6505.6 of the Act, the finance director and finance manager from an original member agency will be selected and designated as the Treasurer and Controller, respectively, of the Authority. The Treasurer and the Controller shall be employees of the same Member. The Treasurer shall be the depository and have custody of all funds of the Authority. The Controller shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. The Treasurer and Controller shall have the duties and obligations set forth in Section 6505, 6505.1, and 6505.5 of the Act, as those sections may be amended from time to time. To the extent permitted by the Act, the Board of Directors may change the Treasurer and Controller of the Authority to any person or entity that is authorized by the Act to occupy such offices.

12.04 Compensation. With the exception of the appointing Member for work performed by the designated Treasurer and Controller, per a written agreement approved by the Board of Directors for financial services, there shall be no direct compensation paid by the Authority to any individuals contributed by a Member or Associate Member agency to serve in the capacity as an officer of the Authority, such as the Executive Director, General Counsel, or any other individuals who are employed by a Member or Associate Member agency and contributed to the Authority under this Article 12, unless direct reimbursement is otherwise authorized pursuant to Section 12.02 or Section 13.06 of this Agreement.

12.05 Personnel Contributed by Members. Participating personnel (both sworn and non-sworn) assigned to the Authority by a Member or Associate Member shall not be considered employees or contractors of the Authority for any purpose. Such personnel shall during the period of assignment remain employees of the assigning Members or Associate Members.

ARTICLE 13 BUDGET, OPERATING FUNDS, AND AUDITS

13.01 Annual Budget. The Executive Director will prepare and submit to the Board of Directors in sufficient time for revision and adoption prior to July 1 of each year, the annual budget of the Authority for the next succeeding Fiscal Year.

13.02 Disbursement of Funds. The Executive Director or his/her designee shall cause to have warrants drawn for the payment of funds or disbursements and such requisition for payment in accordance with rules, regulations, policies, procedures, and Bylaws adopted by the Board. The Executive Director may apply for, receive, and use credit cards for the sole purpose of conducting Authority business in accordance with applicable written rules and regulations.

13.03 Accounting. All funds received by the Authority shall be placed in the custody of the Treasurer. These funds shall be given object accounts, and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for by the

Controller in accordance with generally accepted accounting principles applicable to governmental entities. There shall be strict accountability of all funds by the Controller. All revenues and expenditures shall be reported by the Controller to the Executive Committee on a quarterly basis, unless otherwise required by the Board of Directors.

13.04 Approval of Expenditures. All expenditures within the approved budget shall be made upon the approval of the Executive Director in accordance with the rules, policies, and procedures adopted by the Board

13.05 Records and Audit. The Controller shall cause to be kept accurate and correct books of account showing in detail all financial transactions of the Members relating to the Authority, which books of account shall correctly show any receipts and also any costs, expenses, or changes paid or to be paid to a Member. These books and records of the Authority in the hands of the Controller shall be open to inspection at all times during normal business hours by any representative of a Member, or by any accountant or other person authorized by a Member to inspect the books of records. The Controller shall cause the books of account and other financial records of Authority to be audited annually, or biennially if so authorized by the Board of Directors, by an independent certified public accountant and any cost of the audit shall be paid by the Authority. The minimum requirements shall be those prescribed by the State Controller under California Government Code section 26909 and in conformance with generally accepted auditing standards. The annual audit, or biennial as the case may be, shall be submitted to the Board of Directors and the Executive Committee when completed.

13.06 Compensation of Contributed Personnel. All participating personnel contributed and assigned to the Authority by a Member or Associate Member shall have their salary, benefits, and overtime, if any, paid by the respective Member or Associate Member. The Authority may, but is not obligated to, reimburse a Member or Associate Member for expenses, or for the overtime of employees or for salary, benefits, and overtime of employees contributed for administrative support as authorized by Section 5.01(k) and Section 12.02, respectively and as approved by the Executive Director. It shall be the responsibility of the Authority to institute an auditing system wherein the hours worked by each individual will be documented and reported on a weekly basis for submission in a timely manner to the individual's contributing agency.

ARTICLE 14 INDEMNIFICATION AND INSURANCE

14.01 Obligations of the Authority. The debts, liabilities and obligations of the Authority ("Authority Obligations") shall be the debts, liabilities and obligations of the Authority alone. Authority Obligations shall not constitute debts, liabilities, and obligations of any individual Member, and the Members shall have no liability therefore.

14.02 Contributed Member Employees. The Members acknowledge that each Member may be contributing and assigning its own personnel to a cooperative pool of personnel to provide service to the Authority. Each such contributing Member shall be solely responsible for and

retain all debts, liabilities, and other obligations for all activities of its employees while acting in the course and scope of their assignment to the Authority, and shall maintain sufficient insurance coverage, as determined by the Member, in effect at all times to cover any such claim, loss, liability, or obligation, or otherwise provide for payment of such liability. Members may elect to self-insure any insurance obligation under this Agreement.

14.03 Member Indemnity for General Liability of Contributed Employee. Each Member shall protect, defend, indemnify, and hold free and harmless the Authority and the other Members, their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by an employee of the Member who is performing Authority primary or support functions, including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorneys' fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or omissions in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority and for which each Member shall maintain sufficient liability coverage, pooled self-insurance coverage, or a program of self-insurance, which includes coverage for contractual promises to indemnify, in effect at all times as determined by the Board of Directors, to cover any such damage claim, loss, cost, expense, action, proceeding, liability, or obligation.

14.04 Member Indemnity for Workers Compensation Liability of Contributed Employee. Each Member shall fully indemnify and hold harmless the Authority and each other Member, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the respective agency or any contract labor provider retained by the public agency, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the fire department agency or any contract labor provider retained by the fire department agency.

14.05 Risk Management. The Authority shall employ the principles of sound risk management in its operations. Risks of loss shall be identified, evaluated, and treated in a manner that protects the Authority and each Member from adverse financial consequences. This may be accomplished in part through the purchase of appropriate commercial insurance. The Board of Directors may designate a Risk Manager from one of the Members (the "Authority Risk Manager") who shall act in an advisory capacity to the Board to provide guidance in the area of risk management, loss control, insurance procurement, and claims management. The Authority Risk Manager or his/her designee will be responsible for maintaining the original insurance policies and other risk management and insurance documents.

14.06 Authority Indemnity of Members. The Authority shall protect, defend, indemnify, and hold free and harmless the Members, their respective elected and appointed boards, officials, officers, agents, volunteers, and employees, and the individual Chair, Vice Chair, and Secretary, from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by staff employed by the Authority hired pursuant to Section 12.02 including, but not by way of limitation, injury or death of any person, injury or damage to any property, including attorney's fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or omissions in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority. This provision of indemnify shall not be construed to obligate the Authority to pay any liability including, but not limited to, punitive damages, which by law would be contrary to public policy or itself unlawful.

ARTICLE 15 MEMBER RESPONSIBILITIES

15.01 Each Member shall have the following responsibilities:

- a) To appoint its Director, or alternate as may be allowed, to or remove from the Board as set forth in Article 6.
- b) To consider proposed amendments to this Agreement as set forth in Article 18.
- c) To make contributions in the form of membership premiums, assessments, and fees, if any, in accordance with the Bylaws and as determined by the Board, for the purpose of defraying the costs of providing the annual benefits accruing directly to each party from this Agreement. Any such contributions are subject to approval by the governing bodies of Member agencies from whom such contributions are sought.
- d) To provide to the Authority such other information or assistance as may be necessary for the Authority to carry out fire protection or safety programs as determined by the Board.

ARTICLE 16 ADMISSION AND WITHDRAWAL OF PARTIES

16.01 Public agencies with fire departments and federal and California fire agencies may become Members of the Authority upon approval and execution of this Agreement and under such terms and conditions as are determined by the Bylaws and upon approval of the Board.

16.02 The Authority shall file a notice of this Agreement within 30 days of its Effective Date with the office of the California Secretary of State, as required by California Government Code Sections 6503.5 and 6503.6. Upon any change in membership, the Authority shall file a notice of such change of membership within 10 days of its Effective Date with the Secretary of State and with the county clerk of each county in which the Authority maintains an office, as required by California Government Code Section 53051.

16.03 Members may withdraw from the Authority in accordance with the following procedures and conditions:

- a) A Member may withdraw as provided and in accordance with Section 3.02 of this Agreement.
- b) After the expiration of the period provided in Section 3.02, a Member may withdraw as follows:

(1) Effective Date of Withdrawal for a Member or Associate Member. Such withdrawal shall become effective sixty (60) days following the giving of written notice of withdrawal of participation by any Member or Associate Member agency to the Executive Director.

(2) Disposition of Monetary Contributions Upon Withdrawal. Upon the withdrawal of a Member or Associate Member, that agency will be entitled to a pro-rata return of monetary contributions or payments it made to the Authority that have not been expended by the Authority as of the effective date of the Member's or Associate Member's withdrawal. The pro-rata return shall be calculated by taking the total monetary contributions or payments made by the then-existing Members and that have not been expended, encumbered, or contractually obligated by the Authority as of the effective date of the withdrawal, and dividing it by the number of then-existing Members. Such allocation shall be reduced by the amount of any delinquent fees or assessments owed by the Member or Associate Member. Each withdrawing or terminating Member acknowledges and agrees that it is not entitled to and has no rights to a return or share of any property, supplies, equipment, or other interests of the Authority, except as set forth in this Section or as otherwise approved by a majority of the Board.

16.04 The Board of Directors may terminate membership of any Member or Associate Member for any or no reason upon majority vote of the entire Board, upon the effective date set by the Board.

16.05 Upon any withdrawal or involuntary termination of a Member, the Member shall remain responsible and liable for any claims, demands, damages, or liability arising from the Member's membership in the Authority before the effective date of its withdrawal or involuntary termination of membership from the Authority. A Member shall not be responsible or liable for any claim, demand, damage, or liability arising after the effective date of its withdrawal or involuntary termination of membership from the Authority. The Authority may withhold funds otherwise owing to the Member or require the Member to deposit sufficient funds, as determined by the Board, to cover the Member's contingent responsibility for the foregoing claim, demand, damage, or liability.

ARTICLE 17
DISSOLUTION AND DISPOSITION OF ASSETS

17.01 Except as provided herein, the Members agree that all supplies and equipment purchased by the Authority shall be owned and controlled by the Authority as its sole and separate property and not as property of any Member.

17.02 The Authority shall continue to exist and exercise the powers herein until the Authority is terminated and dissolved by a vote of two-thirds of the entire Board of Directors; provided, however, that no such dissolution shall be complete and final until the Authority has satisfactorily disposed of all financial obligations and claims, distributed all assets, and performed all other functions deemed necessary by the Board to conclude the affairs of the Authority.

17.03 Termination shall occur upon:

- a) The written consent of two-thirds of the Board of Directors; and
- b) Full satisfaction of all outstanding financial obligations of the Authority; and
- c) All other contractual obligations of the Authority have been satisfied.

17.04 In the event of such termination of the Authority, any funds remaining following the discharge of all debts and obligations shall be disposed of by distribution to each Member who is on the Board immediately prior to the termination of the Authority, a share of such funds proportionate to the contribution made to the Authority by the Member which have accrued during its participation, to the extent determined by the Board in its sole discretion to be fair and equitable and consistent to the distribution of assets as specified in the Bylaws.

17.05 Notwithstanding any other provisions of the Agreement, the Members agree to abide by the following procedure for selling of equipment in the event the Agreement is terminated. The equipment shall be given a fair market value by an appraiser agreed upon by the Board. Before the equipment is sold on the open market, each Member shall have the right to purchase the equipment at a price and under terms as agreed upon by the Board which may include a financing arrangement for the purchaser to allow for a transition period after the termination of this Agreement. If an agreement cannot be reached concerning a purchase of the equipment, then it shall be sold on the open market. Proceeds from the sale of equipment upon termination of the Agreement shall be distributed to the Members in a manner consistent with the distribution of assets as provided in the Bylaws, and any modifications to that formula adopted by the Board.

ARTICLE 18
MISCELLANEOUS

18.01 Amendments. This Agreement may be amended with the majority approval of the Members; provided, however, that no amendment may be made that would adversely affect the

interests of the owners of bonds, letters of credit, or other financial obligations of the Authority. The Executive Director shall file a notice of the amendment to this Agreement within 30 days of its effective date with the office of the California Secretary of State, as required by California Government Code Sections 6503.5 and 6503.6.

18.02 Notices. Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in the manner prescribed herein at the principal place of business of each party. The party may give notice by:

- Personal delivery;
- E-mail;
- U.S. Mail, first class postage prepaid;
- Facsimile; or,
- Any other method deemed appropriate by the Board.

At any time, by providing written notice to the other parties to this Agreement, any party may change the place, facsimile number, or e-mail for giving notice. All written notices or correspondence sent in the described manner will be deemed given to a party on whichever date occurs earliest:

- The date of personal delivery;
- The fifth business day following deposit in the U.S. mail, when sent by "first class" mail; or,
- The date of transmission, when sent by e-mail or facsimile.

18.03 Effective Date. This Agreement shall be effective at such time as provided in Section 3.01.

18.04 Conflicts of Interest. No official, officer or employee of the Authority or any Member shall have any financial interest, direct or indirect, in the Authority. Nor shall any such officer or employee participate in any decision relating to the Authority that affects his or her financial interests or those of a corporation, partnership, or association in which he or she is directly or indirectly interested, in violation of any State law or regulation. The Authority shall be subject to a Los Angeles County Conflict of Interest Code, as adopted by the Board of Supervisors, and must comply with all filing and other requirements as set forth therein and in State law.

18.05 Dispute Resolution and Arbitration. Disputes regarding the interpretation or application of any provision of this Agreement shall first, to the extent reasonably feasible, be resolved by and between any Members, or by and between any such Member and the Authority, through consultation between the parties. In the event the parties cannot resolve their dispute, then the Executive Committee shall form a subcommittee of three non-interested, objective Members of the Executive Committee who may resolve the dispute.

In the event the dispute cannot be resolved by the subcommittee of the Executive Committee, as provided hereinabove, the parties to the dispute agree to resolve the matter through non-binding mediation by a mediator to be mutually selected by the disputing parties.

In the event the dispute is not resolved by mediation, the dispute shall be resolved by binding arbitration. The parties shall submit such dispute for binding arbitration in Los Angeles County, California, before an arbitrator selected from Judicate West (or if it no longer exists, from the American Arbitration Association (AAA), or if that no longer exists, from JAMS, or if that no longer exists, from a similar arbitration organization.) Arbitration will be conducted in accordance with Judicate West's, or other chosen arbitration organization's, then current rules related to commercial arbitration. Judicate West's Commercial Arbitration Rules can be found at: <https://www.judicatewest.com/Services/DisplayPDF/127>.

The parties shall have all rights for depositions and discovery as provided under the rules of the selected arbitration organization. The arbitrator shall apply California law to the proceeding. The arbitrator shall have the power to grant all legal and equitable remedies including provisional remedies and award compensatory damages provided by law, but the arbitrator may not order relief in excess of what a court could order. The arbitrator shall prepare and provide the parties with a written award including factual findings and the legal reasoning upon which the award is based. The arbitrator may award the prevailing party all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator, or correct or vacate such award as provided by applicable law. The parties understand that by agreeing to binding arbitration, they are giving up the rights they may otherwise have to trial by a court or a jury and all rights of appeal, and to an award of punitive or exemplary damages.

18.06 Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable or void for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

18.07 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members hereto.

18.08 Assignment. No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund or asset of the Authority.

18.09 Governing Law. This Agreement is made and to be performed in the County of Los Angeles, State of California, and as such California substantive and procedural law shall apply.

18.10 Headings. The section headings are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

18.11 Counterparts. This Agreement may be executed in counterparts. Each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument.

18.12 Execution. The legislative body or governing body of each Member enumerated herein have each authorized execution of this Agreement, as evidenced by the authorized signatures below, respectively. A Member's signature to this Agreement is not valid until its legislative or governing body has authorized execution of this Agreement.

18.13 Entire Agreement. This Agreement, supersedes any and all other agreements or representations, whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to any matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by the Authority and all Members.

18.14 Recitals. The above recitals are true and correct and are incorporated in this Agreement by this reference.

IN WITNESS WHEREOF, each Member has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, its official seals to be hereto affixed, as follows:

[MEMBER] Authorization
for Membership in the Los Angeles County Regional Training Group

IN WITNESS WHEREOF, [MEMBER], by Resolution of its [GOVERNING BOARD] has caused this Joint Powers Agreement to be executed on its behalf by the [MEMBER EMPLOYEE TITLE], and attested by [BOARD] Clerk, as of the date so executed below.

[MEMBER NAME]

Dated: _____

By: _____
NAME
TITLE

ATTEST:

APPROVED AS TO FORM:

By: _____
NAME
TITLE

By: _____
NAME
TITLE

February 19, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE CITY'S LOCAL IMPLEMENTATION PLAN PURSUANT TO THE MANDATORY COMMERCIAL RECYCLING LAW AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

SUMMARY

Staff respectfully requests the City Council to adopt this Resolution approving the City's Local Implementation Plan pursuant to the Mandatory Commercial Recycling Law and finding the project exempt from the California Environmental Quality Act.

BACKGROUND

California's Mandatory Commercial Recycling (MCR) law (California Public Resources Code Sections 42649-42649.7 and Title 14 of the California Code of Regulations Sections 18835-18839) requires all cities, by July 1, 2012, to implement a solid waste recycling program that meets certain requirements.

STATEMENT OF THE ISSUE

Pursuant to the MCR law, public entities and commercial businesses that generate four cubic yards or more of solid waste per week and multi-family complexes of five or more units, regardless of the amount of solid waste they generate, (collectively, MCR businesses) must arrange for recycling services. Cities must implement solid waste recycling programs designed to divert commercial solid waste from MCR businesses. A program must include identification of MCR businesses, and notification, monitoring, education, outreach and enforcement actions. Cities are also required to report periodically to CalRecycle on their progress in implementing their MCR programs.

CalRecycle periodically reviews whether cities are implementing, or making a good faith effort to implement, their MCR programs, and may issue a Compliance Order to those cities that CalRecycle has determined are not in compliance. At the beginning of this year, CalRecycle issued a Compliance Order to the City. The Compliance Order includes a series of steps that the City must undertake to ensure that the City is in compliance with the MCR Law. The first step is for the City to develop a Local Implementation Plan (LIP) that identifies a strategy for program enhancements and actions necessary to enable the City to meet the requirements of the MCR law

by August 31, 2019. The Compliance Order requires the City to submit a Council-approved LIP to CalRecycle by February 28, 2019. Substantial fines may be levied against the City if the City fails to timely implement the programs in the LIP and/or comply with all provisions of the Compliance Order.

CalRecycle staff recently came to City Hall and met with City staff in an effort to assist the City in identifying gaps in the City's MCR program and developing the City's LIP. The LIP sets forth a number of tasks the City, in collaboration with the City's franchise waste hauler, Republic Services, must undertake in order establish a suitable MCR program and comply with the MCR Law. These tasks address the City's identification of businesses and multi-family complexes that are subject to the MCR law, monitoring of the MCR businesses, outreach and enforcement efforts with respect to the MCR businesses, and quarterly and annual reporting requirements. The LIP envisions that the City's MCR program will include the City's adoption of an ordinance requiring MCR businesses to source separate recyclable materials and arrange for recycling services with Republic Services, self-haul, or sell or donate their recyclables to a recycling agent.

FISCAL IMPACT

It is anticipated that implementation of the City's MCR program will necessitate an increase in commercial solid waste rates.

RECOMMENDATION

That the City Council adopt the attached resolution approving the City's LIP pursuant to the Mandatory Commercial Recycling Law and finding the project exempt from CEQA.

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING THE CITY'S LOCAL IMPLEMENTATION PLAN
PURSUANT TO THE MANDATORY COMMERCIAL RECYCLING LAW
AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT**

WHEREAS, pursuant to California's Mandatory Commercial Recycling (MCR) law (California Public Resources Code Sections 42649-42649.7 and Title 14 of the California Code of Regulations Sections 18835-18839), public entities and commercial businesses that generate four cubic yards or more of solid waste per week and multi-family complexes of five or more units, regardless of the amount of solid waste they generate, (collectively, MCR businesses) must arrange for recycling services; and

WHEREAS, pursuant to the MCR law, the City must implement a solid waste recycling program designed to divert commercial solid waste from MCR businesses; and

WHEREAS, CalRecycle has issued a compliance order that includes a series of steps the City must undertake, including the development of a Local Implementation Plan that identifies a strategy for program enhancements and actions necessary to enable the City to meet the requirements of the MCR law by August 31, 2019; and

WHEREAS, the City Council desires to adopt a Local Implementation Plan; and

WHEREAS, the adoption of a Local Implementation Plan is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the enhanced solid waste regulations will not have a significant effect on the environment. In addition, the new requirements that strengthen requirements for the handling of solid waste represent actions by a regulatory agency (the City) for the protection of the environment, and thus are exempt from CEQA pursuant to State CEQA Guidelines Section 15308 (actions by regulatory agencies for the protection of the environment);

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

Section 1. That the above recitals are all true and correct.

Section 2. That the City Council hereby adopts the Local Implementation Plan substantially in the form attached to this Resolution as Exhibit A and hereby authorizes and directs the City Manager to make such modifications thereto as may be requested by CalRecycle which are approved by the City Manager in consultation with the City Attorney.

Section 3. That the City Manager, or the City Manager's designee, is hereby directed to transmit an executed copy of this Resolution and the Local Implementation Plan to CalRecycle immediately upon adoption of this Resolution and no later than February 28, 2019.

Section 4. That the City Council finds the project exempt from CEQA pursuant to Sections 15061(b)(3) and 15308 of the State CEQA Guidelines, and hereby directs staff to file a notice of exemption with the County Clerk.

ADOPTED this _____ day of _____, 2019.

RESOLUTION NO. _____

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 L. Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the 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

Exhibit A – Local Implementation Plan

EXHIBIT “A”

LOCAL IMPLEMENTATION PLAN

Local Implementation Plan (LIP)
City of Compton

A: Mandatory Commercial Recycling Program The City will ensure that businesses that generate four cubic yards or more of waste per week (MCR businesses) and multi-family complexes of five or more units (MCR multi-family complexes) source separate recyclables and arrange for recycling service with the City’s hauler, self-haul, or make arrangements to sell or donate recyclables.							
TASK A1	The City will work with their hauler to distribute recycling collection bins at all MCR businesses and MCR multi-family complexes that have not selected to comply with the other options to be compliant with the City’s MCR program. The City will obtain monthly reports from the hauler with regards to the distribution of bins.						
TASK A2	The City will ensure that MCR businesses and MCR multi-family complexes who select or opt into self-hauling their recyclables will meet the City’s documentation requirements. To achieve this, the City will: • Develop self-haul documentation • Notify self-haulers of their reporting requirement • Receive and process documentation received on an ongoing basis • Through site visits the City will verify and evaluate whether or not MCR businesses and MCR multi-family complexes that recycle through self-hauling is appropriate and/or effective • The City will follow-up with MCR businesses and MCR multi-family complexes determined to not be self-hauling in order to provide information on the City's MCR program. • Track and report the implementation						
TASK A3	The City will ensure that MCR businesses and MCR multi-family complexes who select or opt into selling or donating their recyclables directly will meet the City’s documentation requirements. To achieve this, the City will: • Develop direct selling/donation of recyclables documentation • Notify those who select or opt into the selling/donating their recyclables directly of their reporting requirement • Receive and process the documentation received on an ongoing basis • Track and report the implementation						

TASK A4	The City will report on the number of warnings and fines assessed for MCR businesses and MCR multi-family complexes who are not utilizing the hauler's recycling service, self-hauling, and/or providing their required documentation of the direct sale/donation of recyclables.						
TASK A5	The City's Council's consideration of rates will be tracked and reported to the Department with regards to its impact on the City's MCR program.						
TASK A6	The City's efforts to amend its MCR ordinance will be tracked and reported to the Department with regards to its impact on the City's MCR program.						
TASK A7	The City will document and report on the progress of the consultant's visits to sign up new MCR businesses and MCR multi-family complexes for recycling service. Through information obtained, an analysis will be conducted to determine who is recycling or not recycling. The results of this analysis and the efforts made by the City will be used to ensure MCR businesses and MCR multi-family complexes participate in the City's MCR program.						
TASK A8	The City will monitor the implementation of the diversion efforts on an ongoing basis and make program improvements as necessary. City and hauler will meet on an ongoing basis to address the items below: 1) Are the tasks listed above increasing recycling? 2) Do the tasks need to be modified? 3) Modify the tasks to improve effective/increase recycling						

B: MCR Identification The City will undertake an effort to accurately identify all businesses and multi-family complexes subject to the MCR law.							
	Business Identification						
TASK B1	The City will compile a complete list of all MCR businesses. The list will be based upon the City's Water Department records and the hauler's records with regards to waste and recycle service levels.						

TASK B2	The collected data will be compiled into a database. The data will include, but not be limited to, the business name, address, contact number, level of waste and recycling services provided by the hauler, cart or bin size, frequency of pick-up, and if the business is self-hauling and/or selling/donating recyclables directly to be compliant with the MCR law.						
TASK B3	The City will look to identify new businesses that come into the City to determine if they meet the requirements of the MCR law upon initially signing up for waste service through the City's Water Department.						
	Multi-Family Complex Identification						
TASK B4	The City will compile a complete list of all MCR multi-family complexes. The list will be based upon the City's Water Department records and the hauler's records with regards to waste and recycle service levels.						
TASK B5	The collected data will be compiled into a database. The data will include, but not be limited to, the multi-family complex name, address, contact number, level of waste and recycling services provided by the hauler, cart or bin size, frequency of pick-up, and if the multi-family complex is self-hauling and/or selling/donating recyclables directly to be compliant with the MCR law.						
TASK B6	The City will look to identify new multi-family complexes that come into the City to determine if they meet the requirements of the MCR law upon initially signing up for waste service through the City's Water Department.						

C: MCR Monitoring The City will develop and implement a system to monitor MCR business' and MCR multi-family complexes' compliance with the City's MCR program.							
TASK C1	The City will develop a method to effectively monitor MCR businesses' and MCR multi-family complexes' compliance with the MCR law. The monitoring data will include, but not be limited to, the entity name, address, contact information, and recycling option(s) chosen to be compliant with the City's MCR program. The City will use best business practices to review all MCR businesses and MCR multi-family complexes. This will allow for trend analysis of the City's success and may help the City to relate						

	specific efforts to increased participation.						
	Business Monitoring The City will evaluate the extent to which MCR businesses are recycling in compliance with the MCR law. The City will track the program's on-site collection, self-haul, and direct sale/donation components to ensure the program is appropriate for the City and designed to divert commercial solid waste from MCR businesses.						
TASK C2	The City will request the hauler to notify the City when a MCR business without recycling is observed to have significant recyclables in the trash and when a business receives a red tag contamination notice.						
TASK C3	The City will track when MCR businesses add or cancel their recycling service, or fall below or meet the MCR threshold.						
	Multi-Family Complex Monitoring The City will evaluate the extent to which MCR multi-family complexes are recycling in compliance with the MCR law. The City will track the program's on-site collection, self-haul, and direct sale/donation components to ensure the program is appropriate for the City and designed to divert commercial solid waste from MCR multi-family complexes.						
TASK C4	The City will request the hauler to notify the City when a MCR multi-family complex without recycling is observed to have significant recyclables in the trash and when a multi-family complex receives a red tag contamination notice.						
TASK C5	The City will track when MCR multi-family complexes add or cancel their recycling service, or fall below or meet the MCR threshold.						

D: Business and Multi-Family Complex Notification of Noncompliance The City will notify all noncompliant MCR businesses and MCR multi-family complexes of their noncompliance with the City's MCR program.	
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TASK D1	The City will develop and implement a notification of noncompliance to all MCR businesses and MCR multi-family complexes informing them of the requirements of the City's ordinance and to participate in the City's MCR program.						
TASK D2	The City will mail a notification of noncompliance letter on City letterhead to all noncompliant MCR businesses and MCR multi-family complexes informing them of their noncompliance with the City's MCR program. The mailing will be distributed commencing in April 2019, and shall be ongoing on a monthly basis, as needed.						
TASK D3	The City will report on the total number of notifications of noncompliance distributed to MCR businesses and MCR multi-family complexes who are not participating in the City's MCR program. The City will also report the impact and outcome of the notifications distributed.						
TASK D4	The City will use the hauler and a consultant to identify MCR businesses and MCR multi-family complexes that are out of compliance with the City's MCR program, the City will provide notice to such businesses and multi-family complexes, and the City Code Enforcement Officers will undertake enforcement efforts as appropriate.						
TASK D5	The City will monitor the implementation of the Notice of Noncompliance and the City Code Enforcement Officer efforts on an ongoing basis and make program improvements as necessary. The City, Code Enforcement Officers, hauler, and consultant will meet on an ongoing basis to address the items below: 1) Is the notification effective and achieving the expected outcomes? 2) Do the tasks need to be modified? 3) Identify and implement modifications to the tasks to improve effectiveness.						

E: Business and Multi-Family Education and Outreach The City will provide on-going education and outreach to all MCR businesses and MCR multi-family complexes regarding the City's MCR program and the MCR law.		
TASK E1	The City will evaluate its existing education and outreach materials to ensure the messaging is consistent with the development of the City's MCR program and the tasks implemented to address program gaps.	

F: Quarterly and Annual Reporting The City will submit complete and accurate quarterly reports to the Department according to the Compliance Order. These quarterly reports will include the implementation status of all programs in the LIP.							
TASK F1	The City will submit quarterly reports to the Department according to the LIP completion date schedule. • These quarterly reports will include the implementation status of all programs in this LIP. • The quarterly reports will include any issues that need attention, and any concerns the City may have regarding implementation of the LIP. • The City will use the guidelines for completing the quarterly reports, as provided by the Department, to ensure that the City submits a comprehensive report. • The City will work together with its hauler to submit monthly hauler reports to the Department with each quarterly report. • Each quarterly report will be due 30 days after the end of the calendar quarter.						
TASK F2	The City will develop and maintain a Compliance Documentation Binder to track and document the progress of each of the Compliance Order tasks. • This binder will include copies of all public education materials, service contracts, collected data and studies, notes and/or observations from any processing facility visits, and all work associated with the completion of the Compliance Order, including a copy of all quarterly reports submitted to the Department. • This binder will serve as the record of progress for task and program implementation. The City will make this binder available to the Department staff upon request.						
TASK F3	The City will continue to submit an Annual Report on Source Reduction and Recycling Element, MCR, Mandatory Commercial Organics Recycling, and any other required reporting elements regarding program implementation and will continue to submit quarterly reports to the Department by the due dates until the Department makes a determination of successful completion of the Compliance Order.						
TASK F4	The City will continue to submit quarterly reports to the Department by the due dates until the Department makes a determination of successful completion of the Compliance Order. Quarterly Report Due Date Schedule • Quarter 1: April 30th <i>covering January 1st - March 31st</i>						

	• Quarter 2: July 30th <i>covering April 1st - June 30th</i> • Quarter 3: October 30th <i>covering July 1st - September 30th</i> • Quarter 4: January 30th <i>covering October 1st - December 31st</i>						
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February 19, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: DELMONSHA GREEN, DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A
PURCHASE ORDER FOR MRI SOFTWARE, LLC FOR
SOFTWARE USE LICENSE AND MAINTENANCE SUPPORT
FOR SOFTWARE MODULES (\$13,437)**

SUMMARY

This request is for authorization to issue a purchase order to MRI Software, LLC for payment for the continuation of software use license and maintenance support for the Compton Local Housing Authority's ("LHA" or "Housing Authority") HAPPY Software Modules from the period of February 1, 2018 through January 31, 2019. This will ensure that the Housing Authority software will be current with ever-changing regulations, entitles the agency to technical support, feature updates and software enhancements, and assistance when needed.

BACKGROUND

The HAPPY Software has been utilized by the Housing Authority for several years. Even though there is other software in the housing industry, polling of other Public Housing Authority's (PHA), HAPPY Software is the most common and desirable. Reliable software is the single most important factor in managing tenant data, inspections and daily responsibilities at the Housing Authority. The Housing staff is very knowledgeable of the system.

STATEMENT OF THE ISSUE

This software manages the day-to-day operation of the Housing Authority and is approved by the Housing and Urban Development ("HUD"). It is also used to upload valuable information to HUD and other divisions within HUD. The software allows the Housing Authority to input and maintain important data required by HUD to operate a Public Housing Authority ("PHA"):

Waiting List – makes it easy to manage one or more multiple preference waiting lists and generate ready-to-mail applicants, letters and forms. The Waiting List component manages both active and inactive lists and includes full statistical reporting.

Occupancy – streamline the Specialists everyday tasks. It offers automated wizards for performing HUD actions. Specialists can enter required 50058 data, efficiently manage their caseloads, and print all required documentation.

Letters and Forms – Print more than 70 forms filled-out and create custom packets. It also creates Spanish language forms with automatic language substitution.

Rent Reasonableness – gives agencies a fast and consistent way to instantly find the most comparable units, without complicated point systems or time-consuming manual comparisons.

Inspections – completely automates the entire HQS Inspections process. The built-in automated scheduler reduces the time it takes to create and schedule inspections.

This is a small list of components the Housing Authority utilizes on a daily basis within the software. There are more features this software has to offer.

Currently, the software maintenance coverage will be expiring and it is necessary to renew. Thus, authorization is requested for issuance of a purchase order for maintenance support renewal to cover the period of one (1) year in the amount of \$13,437.00.

FINANCIAL IMPACT

The Urban Community Development Commission (“UCDC”) is the governing body of the Compton Local Housing Authority, thus a companion resolution will be presented to that legislative body for authorization to enter into the Software Use License and Maintenance Support Agreement for the software. However, the Housing Authority’s budget is controlled by the City Council; therefore, Council approval is needed for issuance of the purchase order. Funds have been allocated for this expense in account number 2820 790 000 4222 in the amount of \$13,437.00.

RECOMMENDATION

It is recommended that the attached Resolution be adopted.

**DELMONSHA GREEN, DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY**

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 FOR MRI SOFTWARE, LLC FOR SOFTWARE USE LICENSE AND MAINTENANCE SUPPORT FOR SOFTWARE MODULES (\$13,437)

WHEREAS, the Compton Local Housing Authority (“LHA” or Housing Authority”) utilizes software programs and maintenance support services provided by HAPPY Software; and

WHEREAS, the continued use of HAPPY software and support ensures that the Housing Authority’s software will be current with ever-changing regulations, entitled the agency to technical support, feature updates, software enhancements, and assistance when needed; and

WHEREAS, has been utilized successfully by the Housing Authority for a number of years and this software manages the day-to-day operation of the Housing Authority and is approved by the Housing and Urban Development Department (“HUD”), is also used to upload valuable information to HUD and other divisions within HUD; and

WHEREAS, the software maintenance coverage is scheduled to expire on January 31, 2019 and it is necessary to renew; and

WHEREAS, the cost for annual maintenance for the period February 1, 2019 through January 31, 2020 will be \$13,437.00; and

WHEREAS, the funds are available in the Fiscal Year 2018-2019 budget.

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

Section 1. That the City Manager hereby authorized to issue a purchase order in the amount of Thirteen Thousand Four Hundred Thirty Seven Dollars (\$13,437.00) for MRI Software, LLC for continued use of the HAPPY software use license and provision of maintenance support services the period of February 1, 2019 through January 31, 2020.

Section 2. That funds for these expenditures are available in Account No. 2820 790 000 4222.

Section 3. That a certified copy of this Resolution shall be filed in the Offices of the City Manager, City Controller, City Clerk and the Compton Local Housing Authority.

Section 4. 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

RESOLUTION NO. _____
Page 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the forgoing Resolution was adopted by the City Council, signed by the Mayor, attested to 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-
ABSTAINS: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

**MRI Software LLC**

28925 Fountain Pkwy
Solon, OH 44139
FEIN 27-1499609
Tel 1 (800) 321-8770 | mrisoftware.com/us/

**INVOICE****Invoice To:**

Compton Housing Authority
Compton Housing Authority
700 N. Bullis Road
Compton, CA 90221
United States

Invoice Number: US-INV731624
Client ID: X582999
Invoice Date: 11/30/2018
Due Date: 02/01/2019
Opportunity ID:
P.O. Number:

If you have questions about this invoice, please contact us by emailing MRIAR@mrisoftware.com. Please reference your Invoice Number **US-INV731624** & Client ID **X582999**.

Period	Description	Memo	Qty	Price	Amount (USD)
02/01/19-01/31/20		Housing Pro Subscription Renewal	1	10,657.00	\$10,657.00
02/01/19-01/31/20		Housing Pro SaaS Renewal	1	2,780.00	\$2,780.00
SUBTOTAL					\$13,437.00
SALES TAX					\$0.00
TOTAL					\$13,437.00

Past Due Balances (USD) as of Invoice Date Above

1-30	31-60	61-90	91-120	121+	Total Past Due
0.00	0.00	0.00	0.00	33.05	33.05

Please remit below portion with your check payment

**Payment For:**

Compton Housing Authority
Compton Housing Authority

Remit To:

MRI Software, LLC
29596 Network Place
Chicago, IL 60673-1295

Invoice Number: US-INV731624
Client ID: X582999
Invoice Date: 11/30/2018
Amount Due: \$13,437.00
Due Date: 02/01/2019

For Electronic Payments

Account Name: MRI Software LLC
Bank Name: JPMorgan Chase
Account #: 200323605
Routing # for Wire: 021000021
Routing # for ACH: 044000037
Bank Address: 4 New York Plaza, Floor 15
New York, NY 10004

February 19, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER'S OFFICE

SUBJECT: REQUEST TO SET A PUBLIC HEARING: TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PURCHASE SALE AGREEMENT OF CERTAIN CITY OWNED PROPERTY LOCATED AT 930 WEST COMPTON BOULEVARD WITH CITY VENTURES, LLC. TO DEVELOP 24 SINGLE FAMILY DETACHED TOWNHOMES

SUMMARY:

The City Council will consider a request to schedule a public hearing on **Tuesday, March 19, 2019, at 6:00 pm**, for the sale of City owned property located at 930 West Compton Boulevard to City Ventures, LLC to develop 24 single family detached townhomes.

BACKGROUND:

The purpose of this hearing is to consider approval of a proposed Purchase and Sale Agreement between the City and City Ventures Homebuilding LLC, a Delaware limited liability company (the "Developer"), of the property located at 930 West Compton Boulevard for the development of market rate and affordable housing consisting of 24 Townhomes. Four of the Townhomes will be required to be sold at affordable sales prices to moderate-income households. The former Community Redevelopment Agency of the City of Compton acquired the Land. Following the dissolution of the Agency, the Land was conveyed to the City as the housing successor to the former Agency.

STATEMENT OF THE ISSUE:

In accordance with Section 33433 of California Health and Safety Code, any lease or sale of City property that was purchased using tax increment funds requires a public hearing of the legislative body. The public hearing must be noticed for not less than once a week for two weeks in a newspaper of general circulation. Staff is requesting that the City Council set a Public Hearing on Tuesday, March 19, 2019 to provide sufficient time to meet the public notice requirements.

RECOMMENDATION:

Staff respectfully requests that the City Council schedule a public hearing on this matter for **March 19, 2019 at 6:00 pm**.

CECIL W. RHAMBO, JR
CITY MANAGER

February 19, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO EITHER A SIXTY
(60) MONTH LEASE AGREEMENT WITH THE LOS ANGELES COUNTY
METROPOLITAN AUTHORITY OR A SIXTY (60) MONTH LEASE
AGREEMENT WITH MID-CITIES ASSOCIATION FOR RETARDED
CITIZENS, INC. FOR CITY-OWNED PROPERTY LOCATED AT 310
NORTH WILLOWBROOK AVENUE**

SUMMARY

City Council will consider requests made by two (2) separate entities seeking to enter into a long-term (i.e. 60 months) lease of City-owned property located at 310 North Willowbrook Avenue, Compton (commonly known as the “Martin Luther King, Jr. Transit Center” or “MLK Transit Center”).

The Los Angeles County Metropolitan Authority (“Metro”) requests to lease the entire two (2) story building – approximately 5,602 square feet - for a period of sixty (60) months. Metro is also requesting an option for a sixty (60) month extension, at a reduced rental rate of Seventy-Five Cents (\$0.75) per square foot.

Mid-Cities Association for Retarded Citizens, Inc. (“Arc Mid-Cities”) requests to lease the same entire building for a period of sixty (60) months at a rental rate of One Dollar and Twenty-Five Cents (\$1.25) per square foot.

BACKGROUND

The City of Compton owns certain real property located at 310 North Willowbrook Avenue, consisting of a 2-story building. The premises at 310 North Willowbrook Avenue is currently vacant.

Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which mandates that City-owned facilities and/or property *shall not* be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement [City of Compton Standard Operating Manual, Policy 4.17(A)]. In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate

for indoor floor space in a City-owned facility shall be ***at least One Dollar (\$1.00) per square foot.***

In addition to the required minimum base rental rate of \$1.00 per square foot for indoor space (totaling \$5,602.00 per month for this property), the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, HVAC, etc.), routine maintenance and minor repairs, custodial/janitorial services and City security. However, the leasing policy does provide that a Lessee that will have exclusive use/occupation of the entire City facility and/or property ***shall be solely responsible for all utilities, janitorial, security, and minor interior and exterior maintenance of the facility and/or property (except for major repairs, including structural portions of building; HVAC; elevators; exterior paint, windows; electrical, plumbing, mechanical, etc.).***

L.A. County Metropolitan Transportation Authority:

The Metro seeks to enter into a 60-month lease agreement, in addition to a sixty (60) month option to extend the lease agreement, for the entire building at 310 North Willowbrook Avenue, consisting of a 2-story building (approximately 5,602 square feet).

The Metro operates public transportation for the County of Los Angeles in the Los Angeles metropolitan area. The agency was formed in 1993 out of the merger of the Southern California Rapid Transit District and the Los Angeles County Transportation Commission. It is chartered under state law as a regional transportation planning agency. Metro directly operates bus, light rail, heavy rail and bus rapid transit services. Additionally, Metro provides funding and directs planning for commuter rail and freeway projects within Los Angeles County.

Metro contributed approximately \$3 million dollars toward the construction of the MLK Transit center and parking structure when it was built. Additionally, the MOU between the City and Metro indicates that occupants of the transit center building must have a Metro transit nexus.

Mid-Cities Association, Inc.:

ARC Mid-Cities seeks to enter into a 60-month lease agreement for the entire building at 310 North Willowbrook Avenue, consisting of a 2-story building (approximately 5,602 square feet).

**Staff Report – Resolution Authorizing Long-term Lease
310 North Willowbrook Avenue Property to Either
Metro or Arc Mid-Cities
February 19, 2019, page 3**

In 1954, a group of parents from Compton formed an association to provide services and support for their children with intellectual and developmental disabilities that were on the verge of becoming young adults. The organization, Mid-Cities Association for Retarded Children, offered vocational skills, training, employment and advocacy for this population of people with special needs. The name was later changed from “Children” to “Citizens” as the organization pioneered services years before the 1971 Lanterman Act entitled such services here in California. Arc Mid-Cities has been in business for 60 years and has offices throughout Southern California.

Arc Mid-Cities provides a variety of programs which support the occupational and enrichment needs of their stakeholders. These include an onsite work activity center; community integrated behavior management programs and supported employment where their consumers participate in paid-work activities. They also have programs which teach and support basic life skills for their lower functioning consumers.

STATEMENT OF ISSUE

L.A. County Metropolitan Transportation Authority:

Metro seeks City Council approval to enter into a sixty (60) month lease agreement with the City of Compton, beginning January 1, 2019 through December 31, 2023, for exclusive occupation of the entire 2-story building -- located at 310 North Willowbrook Avenue. Metro is interested in leasing the subject property for the purpose of office space for Metro Security personnel and the Los Angeles County Sheriff's Department Transit Bureau, Threat Interdiction Unit. This is a specially trained unit that was borne out of past terrorist attacks and threats on rail lines throughout the world. This team also addresses special problems along the rail lines such as a series of crimes, bomb threats or possible terrorist related threats or activities.

Metro requests that the Council authorize leasing rate provisions different than required by the City's Leasing Policy; more specifically, a lesser rental amount in exchange for proposed costs savings to the City and other security benefits to the community:

1. Use of approximately 5,602 square feet of a vacant building for purposes of providing office spaces for use by eight (8) Metro security officers, eighteen (18) L.A. County Sheriff's Department, and other personnel.
2. Payment to the City in the following incremental lease payments:
 - a. Year 1: \$0.75 per square foot for the first 12 months of the lease.

**Staff Report – Resolution Authorizing Long-term Lease
310 North Willowbrook Avenue Property to Either
Metro or Arc Mid-Cities
February 19, 2019, page 4**

- b. Years 2-5: CPI increase of 2% per year after each anniversary date of the commencement date of the lease agreement.
 - c. Optional Extension Years 6-10: CPI increase of 2% per year.
3. Undertake the responsibility and costs for all utilities, routine maintenance, minor repairs, custodial/janitorial, interior and exterior security for the building and premises/property in/about the area of the public transportation services available at/near MLK Transit Center site. Metro will also add security modifications to the parking structure due to the law enforcement equipment and personnel housed at the facility. Due to this increased uniformed presence (18 deputies at an average of cost \$150k each, plus 8 Metro Security officers at an average cost of \$70k each), added security benefits would occur for the City's Dollarhide Community Center, Compton Blue Line passenger station, and residences/businesses within at least ½ mile of the location.

Mid-Cities Association for Retarded Citizens, Inc.:

Arc Mid-Cities seeks City Council approval to enter into a sixty (60) month lease agreement with the City of Compton, beginning January 1, 2019 through December 31, 2023, for exclusive occupation of the entire 2-story building -- located at 310 North Willowbrook Avenue. Arc Mid-Cities is interested in leasing the subject property for the use as administrative offices and support services

Arc Mid-Cities has offered to lease the premises at a monthly rental rate based on \$1.25 per square foot. Arc Mid-Cities additionally has offered proposed costs savings to the City and other alleged benefits to the community:

- 1. Use of approximately 5,602 square feet of a vacant building for purposes of providing office spaces for use as administrative and support services offices.
- 2. Payment to the City in the following incremental lease payments:
 - a. Year 1-5: \$1.25 per square foot for the 60-month lease term.
- 3. Undertake the responsibility and costs for all utilities, routine maintenance, minor repairs, custodial/janitorial, interior security, exterior security outside the 20-hours Metro security is on duty, routine janitorial services for the ground floor/outside public restroom, daily litter removal at/around the MLK Transit site, maintain raised planters in front of building, provide free access to the interior ground floor

**Staff Report – Resolution Authorizing Long-term Lease
310 North Willowbrook Avenue Property to Either
Metro or Arc Mid-Cities
February 19, 2019, page 5**

4. “FishBowl” to the Metro and City security personnel, install publicly accessible EV charging stations in the City Dollarhide Community Center parking structure.

FISCAL IMPACT

Potential positive financial impact to the City may be realized in that leasing with ***either*** Metro or Arc Mid-Cities will take on most of the debt associated with (e.g. utilities, custodial/janitorial, routine maintenance, security, etc.) non-occupancy of the 310 North Willowbrook Avenue building and pay the City’s general fund monthly rents.

COMPARISON

A side-by-side comparison of the key deal points are as follows:

	MID-CITIES	METRO	CITY OF COMPTON
Proposed Lease Terms			
Lease Terms Requested	60 Months	60 Months	
Building Square Footage Requested	5,602	5,602	5,602
Expiration Date Of Lease	2023	2023	
Price per Square Foot	\$1.25	\$0.75	\$1.97
Rent Paid To City Year 1	\$84,030.00	\$50,418.00	\$132,431.28
Rent Paid To City Year 2	\$84,030.00	\$51,426.36	\$132,431.28
Rent Paid To City Year 3	\$84,030.00	\$52,454.89	\$132,431.28
Rent Paid To City Year 4	\$84,030.00	\$53,503.98	\$132,431.28
Rent Paid To City Year 5	\$84,030.00	\$54,574.06	\$132,431.28
Total Rent Collected	\$420,150.00	\$262,377.30	\$662,156.40

RECOMMENDATION

Staff is not authorized to offer to lease City-owned property wherein the terms sought by a prospective Lessee vary from the requirements of the City's Leasing Policy – City Council authorization is required – thus, staff makes no recommendation concerning this request. The decision as to whether or not the building will be authorized for outside leasing, which prospective Lessee will be approved, the terms and approved rental rate rests with the discretion of the City Council.

Council has a number of options available:

1. Authorize the City Manager to enter into a lease agreement with the Los Angeles County Metropolitan Transportation Authority:
 - a. For the 60-month term requested, plus authorization for a 60-month extension option or offer a lesser term.
 - b. For the reduced rental rate of \$0.75 per square foot/per month (with a 2% CPI increase per year) requested or some other rental rate.
2. Or, authorize the City Manager to enter into a lease agreement with Mid-Cities Association for Retarded Citizens, Inc.:
 - a. For the 60-month term requested or offer a lesser term.
 - b. For the rental rate of \$1.25 per square foot/per month requested or some other rental rate.
3. Or, deny both requests.

**VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A SIXTY (60) MONTH
LEASE AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY (310 NORTH WILLOWBROOK AVENUE)**

WHEREAS, the City of Compton owns certain real property located at 310 North Willowbrook Avenue, consisting of a 2-story building (commonly known as the “Martin Luther King, Jr. Transit Center” or “MLK Transit Center”). The premises at 310 North Willowbrook Avenue is currently vacant; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (“Metro”), an agency chartered under state law as a regional transportation planning agency, was formed in 1993 out of the merger of the Southern California Rapid Transit District and the Los Angeles County Transportation Commission, operates public transportation for the County of Los Angeles in the Los Angeles metropolitan area; and

WHEREAS, Metro seeks City Council approval to enter into a sixty (60) month lease agreement with the City of Compton, beginning January 1, 2019 through December 31, 2023, for exclusive occupation of the entire 2-story building -- located at 310 North Willowbrook Avenue, along with an option to extend the lease agreement for another 60-months. Metro is interested in leasing the subject property for the purpose of office space for Metro Security personnel and the Los Angeles County Sheriff’s Department security operations personnel; and

WHEREAS, Metro requests that the Council authorize leasing rate provisions different than required by the City’s Leasing Policy; more specifically, a lesser rental amount in exchange for proposed costs savings to the City and other benefits to the community, including:

1. Use of approximately 5,602 square feet of a vacant building for purposes of providing office spaces for use by Metro and L.A. County Sheriff’s Department security officers and other personnel.
2. Payment to the City in the following incremental lease payments:
 - a. Year 1: \$0.75 per square foot for the first 12 months of the lease.
 - b. Year 2-5: CPI increase of 2% per year after each anniversary date of the commencement date of the lease agreement.
 - c. Optional Extension Years 5-10: CPI increase of 2% per year
3. Undertake the responsibility and costs for all utilities, routine maintenance, minor repairs, custodial/janitorial, interior and exterior security for the building and premises/property in/about the area of the public transportation services available at/near MLK Transit Center site; and

WHEREAS, the City Council finds that authorizing the lease agreement with Metro for a rental amount that is less than that required by the City’s Leasing Policy is justified by the proposed cost savings to the City and benefits to the residents and public transportation passengers at/near of the MLK Transit Center and Compton Metro Station.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to execute a sixty (60) month lease agreement, effective January 1, 2019 through December 31, 2023, with the Los Angeles County Metropolitan Transportation Authority for the exclusive use of the entire 2-story building located

at 310 North Willowbrook Avenue, consisting of approximately 5,602 square feet, for purposes of office space for Metro Security personnel and the Los Angeles County Sheriff's Department security operations personnel. If agreed to between the Parties, the City Manager is further authorized to exercise an option to extend the lease agreement for an additional sixty (60) months at the expiration of the original sixty (60) month term.

Section 2. That the annual lease rental rate for the sixty (60) month term of the lease agreement shall be as follows:

Year 1: \$50,418.00 for the first 12 months of the lease

Year 2: \$51,426.36 for the second year of the lease

Year 3: \$52,454.89 for the third year of the lease

Year 4: \$53,503.98 for the fourth year of the lease

Year 5: \$54,574.06 for the fifth year of the lease

4. **Section 3.** That the Los Angeles County Metropolitan Transportation Authority shall be responsible for provision and payment of all utilities, routine maintenance, minor repairs, custodial/janitorial, provision of interior and exterior security for the building and premises/property in/about the area of the public transportation services available at/near MLK Transit Center site.

Section 4. That Account No. 1001 000 000 3420 has been established to receive lease payments for the 310 North Willowbrook Avenue property.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, General Services and City Attorney's Office.

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) ss
CITY OF COMPTON)

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A SIXTY MONTH
LEASE AGREEMENT WITH MID-CITIES ASSOCIATION FOR
RETARDED CITIZENS, INC. (310 NORTH WILLOWBROOK AVENUE)**

WHEREAS, the City of Compton owns certain real property located at 310 North Willowbrook Avenue, consisting of a 2-story building (commonly known as the “Martin Luther King, Jr. Transit Center” or “MLK Transit Center”). The premises at 310 North Willowbrook Avenue is currently vacant; and

WHEREAS, in 1954, a group of parents from Compton formed an association, the Mid-Cities Association for Retarded Children (later changed from “Children” to “Citizens”), to provide services and support for their children with intellectual and developmental disabilities who were on the verge of becoming young adults. The organization offers vocational skills, training, employment and advocacy for this population of people with special needs; and

WHEREAS, Mid-Cities Association for Retarded Citizens, Inc. (“Arc Mid-Cities”) provides a variety of programs which support the occupational and enrichment needs of their stakeholders, including an onsite work activity center, community integrated behavior management programs and supported employment where their consumers participate in paid-work activities. They also have programs which teach and support basic life skills for their lower functioning consumers; and

WHEREAS, Arc Mid-Cities seeks City Council approval to enter into a sixty (60) month lease agreement with the City of Compton, beginning January 1, 2019 through December 31, 2023, for exclusive occupation of the entire 2-story building -- located at 310 North Willowbrook Avenue. Arc Mid-Cities is interested in leasing the subject property for the use as administrative offices and support services; and

WHEREAS, Arc Mid-Cities has offered to lease the premises at a monthly rental rate based on \$1.25 per square foot. Arc Mid-Cities additionally has offered proposed costs savings to the City and other alleged benefits to the community:

1. Use of approximately 5,602 square feet of a vacant building for purposes of providing office spaces for use as administrative and support services offices.
2. Payment to the City in the following incremental lease payments:
 - a. Year 1-5: \$1.25 per square foot for the 60-month lease term.
3. Undertake the responsibility and costs for all utilities, routine maintenance, minor repairs, custodial/janitorial, interior security, exterior security outside the 20-hours Metro security is on duty, routine janitorial services for the ground floor/outside public restroom, daily litter removal at/around the MLK Transit site, maintain raised planters in front of building, provide free access to the interior ground floor “FishBowl” to the Metro and City security personnel, install publicly accessible EV charging stations in the City Dollarhide Community Center parking structure; and

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to execute a sixty (60) month lease agreement, effective January 1, 2019 through December 31, 2023, with Mid-Cities Association for Retarded Citizens, Inc. for the exclusive use of the entire 2-story building located at 310

North Willowbrook Avenue, consisting of approximately 5,602 square feet, for purposes of use as administrative offices and support services

Section 2. That the annual lease rental rate for the sixty (60) month term of the lease agreement shall be as follows:

- Year 1: \$84,030.00 for the first 12 months of the lease
- Year 2: \$84,030.00 for the second year of the lease
- Year 3: \$84,030.00 for the third year of the lease
- Year 4: \$84,030.00 for the fourth year of the lease
- Year 5: \$84,030.00 for the fifth year of the lease

Section 3. That Mid-Cities Association for Retarded Citizens, Inc. shall be responsible for provision and payment of all utilities, routine maintenance, minor repairs, custodial/janitorial, interior security, exterior security outside the 20-hours Metro security is on duty, routine janitorial services for the ground floor/outside public restroom, daily litter removal at/around the MLK Transit site, maintain raised planters in front of building, provide free access to the interior ground floor “FishBowl” to the Metro and City security personnel, install publicly accessible EV charging stations in the City Dollarhide Community Center parking structure.

Section 4. That Account No. 1001 000 000 3420 has been established to receive lease payments for the 310 North Willowbrook Avenue property.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, General Services and City Attorney’s Office.

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) ss
CITY OF COMPTON)

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 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 19, 2019

TO: 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 MULTI-YEAR PROFESSIONAL SERVICES CONTRACT WITH HINDERLITER, DE LLAMAS AND ASSOCIATES FOR MUNICIPAL TAX AND AUDIT CONSULTANT SERVICES.

SUMMARY

The City Council will consider adopting a resolution authorizing the City Manager to enter into a multi-year (i.e. March 1, 2019 through June 30, 2021) professional services agreement; along with authorization to extend the term of the agreement for one (1) additional year (i.e. July 1, 2021 through June 30, 2022); with Hinderliter, de Llamas and Associates to provide expert municipal tax and audit consultant services to the City.

BACKGROUND

The City of Compton has had a contract with MuniServices to provide Utility User Tax Services ("UUT"), Sales Tax Revenue Services ("STARS"), Business License Discovery and Audit Services since 1992. After MuniServices' contract had expired, the City would renew its contract with MuniServices on an ongoing basis. One (1) of the State Audit Report findings was that the City needs to implement a competitive bid or Request for Proposals ("RFP") process at least every three (3) years for all City contracts. All contracts with the City that have been in effect for more than three (3) years have been required by the City Manager to go through a bid or RFP process. The contract for Municipal Tax Consultant Services was identified as one that needed an RFP for the service.

STATEMENT OF ISSUE

City staff released an RFP for Municipal Tax Consultant Services on May 16, 2018. Proposals were due on May 29, 2018. Only two (2) firms, Hinderliter, de Llamas and Associates ("HD and Associates") and MuniServices submitted RFPs. The chart below shows a comparison of the services each firm proposes and their fees.

**Staff Report – Resolution Authorizing Agreement
HD and Associates/Municipal Tax & Audit Services
February 19, 2019, page 2**

Firm name	Utility User Tax Fee	Sales and Use Tax	Business License Tax
HD and Associates	Annual fixed fee: .25% of total UUT revenues received. \$34,000 Max Fee	1. Sales and Use Tax Audit 15% of all new sales and use tax revenues up to 8 quarters after correction. 2. Sales and Use Tax Management Services- \$550 per month 3. Transaction Tax Services (Measure P)- \$100 per month	1. Business License Tax Admin. \$14.00 per processed business license account 2. Business License Tax Discovery Services- 35% of all discovery revenue
Muni Services	Annual fixed fee: .50% of total UUT revenues \$85,000 Max Fee	1. Sales and Use Tax Audit 15% of sales and use tax revenues from 3 quarters prior to date of knowledge to 6 quarters after date of correction 2. Sales and Use Tax Management Services- N/A 3. Transaction Tax Services (Measure P) Same 15% Contingency	1. Business License Tax Discovery Services- 30% of all discovery revenue 2. Business License Compliance Audit Service- 30% contingency fee.

Staff reviewed the proposals and believe that the proposal of HD and Associates demonstrates that they will be able to provide the expertise, experience, professionalism, staffing, etc. needed by the City for the services sought to be rendered, at a reasonable cost.

FISCAL IMPACT

Funds for this expenditure during Fiscal Year 2018-2019 are available to Account No. 1001 510 000 4269. Funding for the remaining years of the agreement will be allocated in future City budgets.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES CONTRACT WITH HINDERLITER, DE LLAMAS AND ASSOCIATES FOR MUNICIPAL TAX AND AUDIT CONSULTANT SERVICES.

WHEREAS, tax revenues can be increased through a system of continuous monitoring, identification and correction of allocation/compliance errors, and

WHEREAS, an effective program of tax management will improve identification of economic opportunities; provide for more accurate tax forecasting; and assist in related revenue collections; and

WHEREAS, the City desires the combination of data entry, report preparation and analysis necessary to effectively manage its tax base; the recovery of revenues erroneously allocated to other jurisdictions and allocation pools; and to maximize its financial and economic planning; and

WHEREAS, the City's recent contract for professional municipal tax consultant services with the City has been extended a number of years, thus, the City released a Request for Proposals for the needed services with proposals received from two (2) firms – Hinderliter, de Llamas and Associates and MuniServices; and

WHEREAS, staff reviewed the proposals and believe that the proposal of Hinderliter, de Llamas and Associates demonstrates that they will be able to provide the expertise, experience, professionalism, staffing, etc. needed by the City for the services sought to be rendered, at a reasonable cost; and

WHEREAS, funds for this expenditure during Fiscal Year 2018-2019 are available in Account No. 1001 510 000 4269. Funding for the remaining years of the agreement will be allocated in future City budgets.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a multi-year (i.e. March 1, 2019 through June 30, 2021) professional services agreement; along with authorization to extend the term of the agreement for one (1) additional year (i.e. July 1, 2021 through June 30, 2022); with Hinderliter, de Llamas and Associates to provide expert municipal tax and audit consultant services to the City.

SECTION 2. That funds for this expenditure during Fiscal Year 2018-2019 are available in Account No. 1001 510 000 4269. Funding for the remaining years of the agreement will be allocated in future City budgets.

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

SECTION 4. 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 the 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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
HINDERLITER, de LLAMAS AND ASSOCIATES
[SALES, USE AND TRANSACTIONS TAX AUDIT AND INFORMATION SERVICES]**

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**CITY**”) located at 205 South Willowbrook Avenue, Compton, California 90220, and **HINDERLITER, de LLAMAS AND ASSOCIATES** (hereinafter referred to as “**CONSULTANT**”), located at 120 South State College Boulevard, Suite 200, Brea, California 92821.

RECITALS

WHEREAS, tax revenues can be increased through a system of continuous monitoring, identification and correction of allocation/compliance errors, and

WHEREAS, an effective program of tax management will improve identification of economic opportunities; provide for more accurate tax forecasting; and assist in related revenue collections; and

WHEREAS, City desires the combination of data entry, report preparation and analysis necessary to effectively manage its tax base; the recovery of revenues erroneously allocated to other jurisdictions and allocation pools; and to maximize its financial and economic planning; and

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

WHEREAS, by Resolution No. _____, adopted on the ____ of _____ 2019, the City Council authorized the City Manager to enter into a professional services agreement with the Consultant (Hinderliter, de Llama and Associates) to provide the needed services; and

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

NOW, THEREFORE, Consultant and City, (collectively the “Parties”), for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. SERVICES TO BE RENDERED BY CONSULTANT

- a. See Scope of Services – Exhibit A-1 Sales, Use and Transactions Tax Audit Services.
- b. See Scope of Services – Exhibit A-2 Business License Tax Service and Business License Tax Compliance Services.
- c. See Scope of Services – Exhibit A-3 Utilities Users Tax Program

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. Consultant agrees to perform all the said services and to the extent not furnished by the City, furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

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

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

2. DURATION OF CONTRACT

The term of this Agreement shall commence on or about March 1, 2019 and continue through June 30, 2021, unless this Agreement is terminated sooner. Upon mutual agreement of the Parties, this Agreement may be extended, in writing, for one (1) additional year of Services (i.e. July 1, 2021 through June 30, 2022).

3. CONSIDERATION

- a. See Exhibit B – Fee Schedule

4. CONFIDENTIALITY; OWNERSHIP/USE OF INFORMATION

a. Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. Section 7056 specifies the conditions under which a City may authorize persons other than City officers and employees to examine State Sales and Use Tax records.

b. The following conditions specified in Section 7056-(b), (1) of the State of California Revenue and Taxation Code are hereby made part of this Agreement:

(1) Consultant is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to City pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law Revenue and Taxation Code section 7200 et.seq.

(2) Consultant is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the City who is authorized by resolution to examine the information.

(3) Consultant is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.

(4) Consultant is prohibited from retaining the information contained in, or derived from those sales, use or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

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c. Software Use. Consultant hereby provides authorization to City to access Consultant's Sales Tax website if City chooses to subscribe to the software and reports option. The website shall only be used by authorized City staff. No access will be granted to any third party without explicit written authorization by Consultant. City shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by City of said software, or any right of City to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all City staff website logins shall be de-activated.

d. Proprietary Information. As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in Consultant's business, including without limitation: Consultant's (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, City shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by City in connection with this Agreement. The obligations imposed by this Section 4-d shall survive any expiration or termination of this Agreement or otherwise. The terms of this Section 4-d shall not apply to any information that is public information.

5. CITY MATERIALS AND SUPPORT

City shall adopt a resolution in a form acceptable to the California Department of Tax and Fee Administration and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing Consultant to examine the confidential sales tax records of City. City further agrees to provide any information or assistance that may readily be available such as business license records within the City and to provide Consultant with proper identification for contacting businesses. City further agrees to continue Consultant's authorization to examine the confidential sales tax records of the City by maintaining Consultant's name on the City resolution or by providing copies of future allocation reports on computer readable magnetic media until such time as all audit adjustments have been completed by the California Department of Tax and Fee Administration and any audit fee owing to Consultant has been paid.

6. LICENSE, PERMITS, FEES AND ASSESSMENTS

Consultant shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the Services. City shall assist Consultant in obtaining such Permits, and City shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by City.

7. TERMINATION

This Agreement may be terminated for convenience by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof. Upon the presentation of such notice, Consultant may continue to perform Services through the date of termination. Following termination of this Agreement, City shall continue to timely pay Consultant's invoices for Services performed and not paid for prior to termination. Anything to the contrary herein notwithstanding (and without limitation on the foregoing sentence), City shall continue to pay to Consultant the audit fee for tax payments received by City after termination of this Agreement from (i) state fund transfers for back quarter reallocations and the first eight consecutive calendar quarters following completion of the allocation audit by Consultant and confirmation of corrections by the California Department of Tax and Fee Administration; and (ii) businesses identified by Consultant pursuant to Section 3-b-2 above, to the extent such businesses commence or continue to make increased tax payments during the first 24 months following termination of this Agreement.

8. INDEPENDENT CONSULTANT STATUS

Consultant, its officers, employees, subconsultants, agents and volunteers (collectively hereinafter the “Consultant”), will perform the services in Consultant's own way and pursuant to this Agreement as an independent Consultant and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

The payment(s) made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subconsultants. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subconsultants. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or Consultant of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

9. SUCCESSORS, ASSIGNMENT AND DELEGATION

City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

10. NONDISCRIMINATORY EMPLOYMENT PRACTICES

During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subconsultants for employment, notices setting forth the provisions of this non-discrimination clause.

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

11. SUBCONTRACTING

Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subconsultant and of the persons either directly or indirectly employed by the subconsultant, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subconsultant of Consultant and City. Consultant will be responsible for payment of subconsultants. Consultant will bind every subconsultant by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

12. OTHER CONSULTANTS

The City reserves the right to employ other consultants in connection with the services.

13. COOPERATIVE AGREEMENT

It is intended any other public agency (e.g., City, county, district, public authority, public agency, municipality, or other political subdivision of California) located in the state of California shall have an option to procure identical services as set forth in this Agreement. The City of Compton shall incur no responsibility, financial or otherwise, in connection with orders for services issued by another public agency. The participating public agency shall accept sole responsibility for securing services or making payments to the vendor.

14. INDEMNIFICATION

a. With respect to losses, claims, liens, demands and causes of action arising out of the City's use of the results of Consultant's services as provided to the City pursuant to this Agreement, Consultant hereby agrees to protect, defend, indemnify, and hold the City free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the City).

b. City hereby agrees to protect, defend, indemnify, and hold Consultant free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character arising from City's negligent performance or lack of performance under this Agreement including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Consultant arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Consultant).

c. Each party to this Agreement agrees to investigate, handle, respond to, provide defense for, and defend at its sole expense any such claims, demand, or suit for which it has agreed to indemnify the other party pursuant to this section. Each party also agrees to bear all other costs and expenses related to its indemnity obligation, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Consultant or the City or to enlarge in any way the liability of Consultant or the City but is intended solely to provide for indemnification of each party from liability for damages or injuries to third persons or property arising from this contract or agreement on the terms set forth in this section.

15. INSURANCE

Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subconsultants. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. ***Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

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

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

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

(3) Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

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

16. IRREPARABLE HARM

Consultant and City each understands and agrees that any breach of this Agreement by either of them may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that such other party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be

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adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

17. DISPUTE RESOLUTION

The Parties agree to make a diligent, good faith attempt to resolve any claim, controversy or dispute arising out of or relating to this Agreement, or concerning the breach or interpretation thereof. If a dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, the parties agree to resolve the dispute pursuant to the following procedures. Each Party shall designate an authorized representative to negotiate the dispute, and said representative will attempt to resolve the dispute by any means within their authority.

If the issue remains unresolved after thirty (30) days, the Parties will resolve any remaining dispute through (non-binding) arbitration. The non-binding arbitration process will provide for the selection by both Parties of a disinterested third person arbitrator within thirty (30) days. If the Parties cannot agree upon an arbitrator, then a single neutral arbitrator will be appointed pursuant to Section 1281.6 of the Code of Civil Procedure. The place of the arbitration shall be in Los Angeles County, California. The arbitrator will follow the substantive laws of the State of California, including rules of evidence, and the arbitrator's decision will be supported by substantial evidence. The arbitrator will have no power, authority or jurisdiction to award any punitive or exemplary damages. The award will be made within six (6) months, and the prevailing Party will be entitled to an award of reasonable attorneys' fees, consultant and expert witness fees, and any and all costs for services rendered to or for such prevailing Party. If non-binding arbitration does not result in settlement of the dispute within six (6) months, either Party may pursue other legal remedies for a determination of the dispute.

This provision is not intended to, nor shall it be construed to, change the time periods for filing any claim or action under Government Code Sections 900, et seq. This dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either party initiating litigation. By executing this Agreement, you are agreeing to the dispute resolution process described in this section.

CITY (initial)

CONSULTANT (initial)

18. CERTIFICATIONS

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

CONSULTANT

DATE

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to its choice of law provisions). If any legal action is necessary to enforce or interpret this Agreement, the parties agree that such action shall be brought in the Superior Court for the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California, Western Division. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise.

20. ATTORNEYS' FEES

If any party hereto brings an action or proceeding under this Agreement or to declare rights hereunder, the Prevailing Party in any such proceeding, action, or appeal thereon shall be entitled to recover all reasonable fees, costs and expenses, including reasonable attorneys' fees. Such fees, costs and expenses may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. "Prevailing Party" shall mean and include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.

21. SEVERABILITY; NO WAIVER

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall enforce the remaining provisions of this Agreement, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this Agreement. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

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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.

HINDERLITER, de LLAMAS AND ASSOCIATES
CONSULTANT

Dated: _____

By _____
Andrew Nickerson, President

CITY OF COMPTON
Recommended for Approval:

By _____
Rafaela King, Controller
City Controller's Office

Dated: _____

Approved by:

Dated: _____

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

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

EXHIBIT B – COMPENSATION

I. SALES, USE AND TRANSACTIONS TAX AUDIT SERVICES

- A. CONSULTANT shall provide the sales tax and economic analysis Services described in Exhibit A-1 for a fee of **\$550** per month, commencing with the month of the Effective Date (hereafter referred to as “monthly fee”). The monthly fee shall be invoiced quarterly in arrears, and shall be paid by CITY no later than 30 days after the invoice date. The monthly fee shall increase annually following the month of the Effective Date by the percentage increase in the “CPI” for the preceding twelve month period. In no event shall the monthly fee be reduced by this calculation. For purposes of this Agreement, the “CPI” shall mean the Consumer Price Index - All Urban Consumers for the surrounding statistical metropolitan area nearest CITY, All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index should cease to be published, any reasonably comparable index selected by CONSULTANT.
- B. CONSULTANT shall be further paid **15%** of all new and recovered sales, use and transactions tax revenue received by the CITY as a result, in whole or in part, of the allocation audit and recovery services described in Section II-B above (hereafter referred to as “audit fee”), including without limitation, any reimbursement or other payment from any state fund and any point of sale misallocations.
1. The audit fee shall be paid even if CITY assists, works in parallel with, and/or incurs attorneys’ fees or other costs or expenses in connection with any of the relevant Services. Among other things, the audit fee applies to state fund transfers received for back quarter reallocations and monies received in the first eight consecutive reporting quarters following completion of the allocation audit by CONSULTANT and confirmation of corrections by the California Department of Tax and Fee Administration. CITY shall pay audit fees upon CONSULTANT’S submittal of evidence of CONSULTANT’S work in support of recovery of subject revenue, including, without limitation, copies of CDTFA 549-S petition forms of any other correspondence between CONSULTANT and the Department of Tax and Fee Administration or the taxpayer.

2. For any increase in the tax reported by businesses already properly making tax payments to CITY, it shall be CONSULTANT's responsibility to support in its invoices the audit fee attributable, in whole or in part, to CONSULTANT's Services.
- C. CONSULTANT shall be paid **\$100** monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. CONSULTANT shall be paid **25%** of the initial amount of new transactions or use tax revenue received by the CITY as a result of audit and recovery work performed by CONSULTANT (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by CITY or CONSULTANT to be increment attributable to causes other than CONSULTANT'S work pursuant to this agreement. In the event that CONSULTANT is responsible for an increase in the tax reported by businesses already properly making tax payments to the CITY, it shall be CONSULTANT'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by CONSULTANT and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. CONSULTANT shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.
- D. CONSULTANT shall invoice CITY for any consulting and other optional Services rendered to CITY in accordance with Section II-E above based on the following hourly rates on a monthly or a quarterly basis, at CONSULTANT's option. All such invoices shall be payable by CITY no later than 30 days following the invoice date. CITY shall not be invoiced for any consulting Services totaling less than an hour in any month. The hourly rates in effect as of the Effective Date are as follows:

Principal	\$325 per hour
Programmer	\$295 per hour
Senior Analyst	\$245 per hour
Analyst	\$195 per hour

CONSULTANT may change such hourly rates from time to time upon not less than 30 days' prior written notice to CITY.

- E. Any invoices not paid in accordance with the Thirty (30) day payment terms, shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.
- F. CONSULTANT unilaterally retains the right to divide any recovery bills in excess of \$25,000 over a one (1) year period (Four (4) quarterly billings).
- G. CONSULTANT shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by CITY no later than 30 days following the invoice date.

II. BUSINESS LICENSE TAX SERVICES AND BUSINESS LICENSE TAX COMPLIANCE SERVICES

A. Business License Tax Administration Services

HdL's fees for full scope tax administration services are based on a flat fee of \$14.00 per processed business license account. Pricing can be adjusted should the City desire a modified scope of service. Fees are adjusted at the beginning of each calendar year by the change in the annual Consumer Price Index – West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).

B. Business License Tax Discovery Services

HdL's fees are 35% of all revenue received by the City as a result of discovery work performed by HdL. This fee applies to all monies received for the current tax/license period and any prior periods collected, including monies received for taxes, penalties, interest, and fees.

C. Business License Tax Audit Services

HdL's fees for Audit Services rendered for accounts that are mutually agreeable to the City and HdL shall be 35% of the revenues recovered as a result of the Audit work.

D. Business License Tax Ordinance Review

HdL's fee for a comprehensive review and analysis of the City's business license ordinance and tax structure is available for a reduced amount of \$10,000 when paired with HdL's Tax Administration Services.

E. Travel Expenses

Travel and lodging expenses are billed at cost and apply to all meetings; including process, training, service, and support. HdL is dedicated to conserving City funds and ensures any travel costs are indeed required and reasonable. HdL also makes use of video and audio conferencing when possible to keep travel expenses to a minimum.

III. UTILITY USER TAX PROGRAM

Azavar Government Solutions charges a contingency fee of 45% for 36 months going forward, and 45% of any back recoveries for geographical address changes. There are no set-up fees or minimum fees. The City makes no payment to Azavar unless funds are recovered to the City under the compliance portion.

1. Optional Compliance Service Available – Cable Franchise Review: Azavar Government Solutions Expert Consultants Group charges \$18,000 per franchise reviewed.
2. Administration and Revenue Protection & Enhancement Services Portion: Administration service fees to the City are \$250 per UUT type per month and one-tenth of one percent (0.10%) for electronic transaction costs and automated system.

The City's total annual fixed fee for revenue protection and enhancement services shall be the greater of: 1) one-quarter percent (0.25%) of the total UUT revenues received by the City outlined above (based on the prior fiscal year), or 2) five thousand dollars (\$5,000) ("Minimum Fee"). In no case shall the City's annual fixed fee exceed thirty-four thousand dollars (\$34,000) ("Maximum Fee").

EXHIBIT A-1 - SCOPE OF SERVICES
SALES, USE AND TRANSACTION TAX AUDIT SERVICES

The CONSULTANT shall perform the following services (collectively, the “Services”):

A. SALES TAX AND ECONOMIC ANALYSIS SERVICES

1. CONSULTANT shall establish a special database that identifies the name, address and quarterly allocations of all sales tax producers within the CITY for the most current and all quarters back to fiscal year 1991-1992 or earlier, if the CITY has prior historical sales tax data available on computer readable magnetic media. This database will be utilized to generate special reports to the CITY on: major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.
2. CONSULTANT shall provide updated reports following each calendar quarter identifying changes in sales by individual businesses, business groups and categories and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. CONSULTANT shall meet quarterly with CITY.
3. CONSULTANT shall additionally provide following each calendar quarter a summary analysis for the CITY to share with Council Members Chambers of Commerce, other economic development interest groups and the public that analyze CITY’S sales tax trends by major groups, and geographic areas without disclosing confidential information.
4. CONSULTANT shall make available to CITY staff CONSULTANT’s web-based sales tax computer software program containing sellers permit and quarterly allocation information for all in-city business outlets registered with the Department of Tax and Fee Administration and updated quarterly. This software shall allow CITY staff to search businesses by street address, account number, business name, business type and keyword, arrange data by geographic area, and print out a variety of reports.

B. ALLOCATION AUDIT AND RECOVERY SERVICES

1. CONSULTANT shall conduct initial and on-going sales, use and transactions tax audits to identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales, use and transactions tax income for the CITY and/or recovering misallocated tax from previously properly registered taxpayers. Common errors that will be monitored and corrected include, but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors, misreporting of “point of sale” to the wrong location; delays

in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.

2. CONSULTANT shall initiate contacts with state agencies, and sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.
3. CONSULTANT shall (i) prepare and submit to the Department of Tax and Fee Administration information for the purpose of correcting allocation errors that are identified and (ii) follow-up with individual businesses and the California Department of Tax and Fee Administration to promote recovery by the CITY of back or prospective quarterly payments that may be owing.
4. If during the course of its audit, CONSULTANT finds businesses located in the CITY that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to the CITY, CONSULTANT may so advise CITY and work with those businesses and the CITY to encourage such changes.

C. DEFICIENCY/ALLOCATION REVIEWS AND RECOVERY

1. CONSULTANT shall conduct on-going reviews to identify and correct unreported transactions and tax payments and distribution errors thereby generating previously unrealized revenue for the CITY. Said reviews shall include:
 - (ii) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure “P” CITY boundaries, and therefore subject to transactions tax.
 - (iii) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the CITY boundaries.
 - (iv) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
 - (v) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure “P” Transactions Tax District.
2. CONSULTANT will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY’s relations with the business community.

3. CONSULTANT shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified, and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

D. DATA BASE MANAGEMENT, REPORTS AND STAFF SUPPORT

1. CONSULTANT shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure "P" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
2. CONSULTANT shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.
3. CONSULTANT shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on sales, transactions and use tax questions.
4. CONSULTANT shall make available to CITY the HdL proprietary software program and Measure "P" database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

E. CONSULTING AND OTHER OPTIONAL SERVICES

CONSULTANT may, from time to time in its sole discretion, consult with CITY staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax; (ii) utilization of reports to enhance business license collection efforts; and (iii) sales tax projections for proposed annexations, economic development projects and budget planning. In addition to the foregoing optional consulting services, CONSULTANT may, from time to time in its sole discretion, perform other optional Services, including without limitation, negotiating/review of tax sharing agreements, establishing purchasing corporations, and meeting with taxpayers to encourage self-assessment of use tax.

EXHIBIT A-2 - SCOPE OF SERVICES
BUSINESS LICENSE TAX SERVICES
BUSINESS LICENSE TAX COMPLIANCE SERVICES

A. BUSINESS LICENSE TAX SERVICES

1. Tax Registration Database Management – HdL will transfer the City’s existing databases as they relate to business license into HdL’s internal administration tools. HdL will maintain the data and provide copies of data or reports at the City’s request. City will not be required to use or maintain any software in house for managing the business license registry.
2. Renewal Processing – Send active business license accounts a renewal notice within 30 days of the renewal period end date. Accounts will receive all applicable forms necessary to complete the renewal process.
3. New Account Processing – HdL will process any new business license applications and complete the new account registration process in a timely fashion.
4. Payment Posting/Processing – HdL will process all payments for new and renewal accounts. License accounts will be updated with payment information and revenues will be remitted to the City net banking and related processing fees on no less than a monthly basis.
5. Business Support Center – HdL will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. Businesses will have access to our license specialists Monday through Friday, 8:00am to 5:00pm Pacific, via phone, mail, e-mail, fax, and the Business Support Center On-Line.
6. On-Line Filing & Payment Processing – HdL will make available options for businesses to visit a website, linked to the City’s website, to submit online transactions.

B. BUSINESS LICENSE TAX COMPLIANCE SERVICES

HdL will ensure a level playing field for the business community and maximize revenues to the City. Discovery services will be conducted to identify and register businesses which are subject to licensure or taxation. Audit services will identify under reported tax liability for business and lodging providers. Collections Services will collect known debt from businesses that did not pay in full during the registration or renewal process. The scope of work to be performed will be mutually agreed upon by HdL and City prior to implementation.

1. Discovery – Discovery services are designed to identify entities subject to licensure/taxation that are not currently registered or otherwise non-compliant.

- Lead Identification – Develop a list of entities subject to licensure/taxation within the City.
 - Exception Resolution – Compare the list to City registration databases to remove properly registered businesses and identify and remove other potential exceptions.
 - Compliance Communication Process – Initiate contact with confirmed entities through a series of City approved communication methods. HdL will make every effort to simplify the process for taxpayers, utilizing a variety of mediums for communication including mail, telephone, email, and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-compliant status. HdL offers extended office hours for support via our Business Support Center available to taxpayers 8:00am – 5:00pm Monday - Friday.
 - Document Submission / Processing – Review Taxpayer submissions such as applications for completion and accuracy prior to processing. Collect additional documentation such as a home occupation permit and forward to other City departments either as a pre-requisite or as a courtesy for the taxpayer and other departments. All submissions are filed and stored electronically and made available to the City upon request.
 - Invoicing – Once application has been approved, invoice entity indicating detailed tax calculations and balances owed. Taxpayers are given the opportunity to pay their balances via mail, online, and other methods. HdL will provide Taxpayers continued access to the Business Support Center for any questions or disputes arising from the invoice process.
 - Remittance – Upon collection of all requirements including payment, application and other prerequisites, HdL will prepare a remittance package including payment documentation as well as copies of all taxpayer correspondence and relevant information. Remittances are done on no less than a monthly basis. Remittances packages done electronically via the HdL electronic remittance process will include Applications and other relevant information an electronic format. Revenues received are deposited into an HdL trust account and funds are distributed to the City in one payment net HdL's fees.
2. Audit – Audit services are designed to identify businesses that are registered but not properly reporting or paying the correct amounts. Services to be performed may include:
- Identify potential underreporting and/or misclassified businesses by comparing City records with HdL business inventories.
 - Review/audit entities mutually agreed to by City and HdL that are identified as potential underreporting businesses or other entities requiring review.

- Submit audit summaries to City staff and meet with staff to review and discuss further actions.
- Educate businesses on proper reporting practices.
- Invoice and collect identified deficiencies.

3. City's Responsibilities

- Data – City will provide its relevant business databases, such as the business license registry (registrations and payments), and any other information necessary for the compliance process or to facilitate HdL's invoicing of services, to HdL according to a schedule acceptable to both HdL and the City. City agrees to provide the data as long as this Agreement is active, and thereafter for so long as HdL's right to invoice for services rendered continues.
- City agrees to use reasonable and diligent efforts to collect, or to assist HdL in the collection of, deficiencies identified by HdL pursuant to this Agreement.

EXHIBIT A-3 - SCOPE OF SERVICES

UTILITIES USER TAX PROGRAM

A. APPROACH AND METHODOLOGY

1. Utilities User Tax Program

Azavar will provide the City a comprehensive UUT management program for gas, electricity, water, wired or wireless communications, including VoIP, conferencing, private communication services, and the California Department of Taxes and Fees Administration (CDTFA), in accordance with AB 1717, direct sellers of prepaid wireless revenues. The program will be delivered in accordance with the approach below.

a. Compliance

Azavar will perform audits for each applicable utility users tax remitted by providers of telecommunications, electric, natural gas services, water/sewer/storm water, waste and cable services

Azavar's Audit Program is initiated with a kickoff meeting via conference call and followed by one onsite visit to collect necessary information for the audit. Azavar will require a database of all properties within the municipal boundaries of the City, the most current local contracts with utilities, summarized revenues in a spreadsheet outlining utility users tax for recent payments, and Letters of Agency permitting Azavar to communicate and audit the parties responsible for collecting and remitting utility user taxes.

Two primary types of analyses are conducted to get the most accurate gross receipts/revenue: geographic address verification audit and gross revenue audit.

1. Geographic Address Verification Audits

Azavar will conduct an address audit to verify the address databases of local utility Providers. A comprehensive review of the City's codes and agreements is performed to ensure there is compliance from utility providers. Azavar staff look for inaccuracies in the utility's databases by examining addresses and corresponding taxing jurisdictions of utility customers. When an address is determined to be listed within the City boundaries but not on a provider's list as incorporated, Azavar will request that the utility change the taxing jurisdiction to properly reflect the City's municipal boundaries. When the correction process involves a change or amendment to existing ordinances, we will ensure that future tax remittances are accurate for each address identified as part of our findings. A determination of the period a user tax has been misallocated and an assessment to the applicable taxes, interest, and penalties owed to the municipality will be given to the City for review.

2. Gross Revenue Audits

Gross revenue audits will determine if proper taxes and fees derived from local users and subscribers of utility services are being calculated and remitted appropriately by the utility provider. We will determine if any revenues remain unaccounted for when tax remittances are being computed by a provider.

To accomplish this, our staff will conduct an analysis of remittances from providers and the requirements of the ordinances, franchise agreements, and state laws to ensure they are being taxed at the proper rate. We will then further investigate to ensure the providers are taxing all categories properly when computing the gross revenue. Finally, we will determine discrepancies and computed amounts owed including interest and penalties. We will then work with the providers to correct any computation errors going forward and recover back UUT revenues.

3. Initial Findings

Initial Findings will typically be delivered within 90 days of receipt of data from each utility provider or CDTFA for each UUT audit. Azavar will make all reasonable efforts to hold Providers accountable for making corrections and responding in a timely fashion. Provider deadlines are set to work within the confines of City ordinances. Quarterly updates will be provided to City staff and upon conclusion of audits. We will work with the City to ensure that proper controls and administrative systems are in place to prevent future Provider error and miscalculation.

B. ADMINISTRATION

1. Regular Revenue Administration

To keep track of all revenue streams Azavar will provide automated administration of monthly UUT filing forms and remittances as provided to the City's Finance Director. We set up automated administration for gas, electricity, water, wired or wireless communications, including VoIP, conferencing, private communication services.

2. Geocode Monitoring

Azavar will develop and maintain a process of accounting for addresses by providers. A proprietary address range database assures accurate address range information within the City's boundaries. Such databases will reflect the latest available information from the Local Agency Formation Commission (LAFCO) regarding City boundary changes due to annexations or other municipal reorganizations. Upon request, Azavar will verify if an address is properly geocoded to the taxing jurisdiction within the City.

3. Exemption Management

Azavar will keep track of all exemptions and exemption changes. Azavar will process and monitor City UUT exemption forms including exempt Federal Credit Unions, exempt insurance and insurance agents, and other federal or state entities authorized under the City's UUT ordinance or state statute. There will be periodic reviews of exemption lists of utility service providers and the CDTFA.

4. Revenue Forecasts

Azavar will provide City staff with revenue forecasts based on industry and historical trends and other relevant factors. This will ensure the City is prepared for changes that will affect UUT revenues.

C. REVENUE AND ENHANCEMENT SERVICES

We provide reviews, written recommendations, and other periodic communications, including conference calls, emails, and workshops to best incorporate our protection and enhancement services into the City's ordinances and to ensure compliance with new and/or updated state and federal regulations. The following is our approach for this service:

1. Ordinance and Technology Updates

We make keeping up with rapid technology and ordinance changes easier to manage. We assist the City in maintaining all utility user revenue streams by reviewing the City's UUT ordinance for any updates that need to be made to address deregulation, litigation, changes in laws or regulations, the unbundling of traditional utility services, or the introduction of new technologies to provide utility services.

2. State and Federal Legislation

Understanding how changes in the law at the state and federal level may affect local governments and their revenue streams has become a challenge to keep up with. To address these changes Azavar utilizes its Expert Consultants Group to monitor proposed state and federal legislation and identify issues affecting the City's UUT revenues. Should any new and/or updated changes be found, we will alert the City and make recommendations on positions to best impact the City's revenue.

3. Regulatory Agencies

There are several regulatory agencies which oversee providers of UUT. Azavar can help the City ensure any changes by any of these agencies will be addressed quickly and timely. We monitor proceedings at the various regulatory proceedings (e.g., California Public Utilities Commission, Federal Commerce Commission, and Federal Energy Regulatory Commission) that potentially impact the City's UUT. Should there be any rulings that will affect the City's UUT revenues, Azavar will make appropriate recommendations to the City to ensure no revenue is lost.

February 19, 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 DEPARTMENT 2018-2019 FISCAL YEAR BUDGET TRANSFERRING FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH NV5 FOR CONSTRUCTION SUPPORT AND INSPECTION SERVICES FOR THE STREET REHABILITATION PROJECT (CIP# 13-01) AND ISSUING A PURCHASE ORDER IN THE AMOUNT OF \$98,900.

SUMMARY

Adoption of this resolution will amend the Public Works Department 2018-2019 fiscal year budget transferring funds between accounts and authorizing the City Manager to amend the professional services agreement with NV5 for construction support and inspection services for the Street Rehabilitation Project (CIP# 13-01) and issuing a purchase order in the amount of Ninety Eight Thousand Nine Hundred Dollars (\$98,900.00) for construction management and inspection services on the "Street Rehabilitation Project (CIP #13-01)."

BACKGROUND

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

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

12	Saunders Street	Essey Avenue to East of Pannes Avenue
13	Pixley Street	Essey Avenue to Thorson Avenue
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 sign replacement; and, other minor associated work.

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 15, 2019, City staff requested that construction management firm provide the cost required for additional construction support services for the project. NV5 provided City staff with a cost estimate in the amount of \$98,900 as outlined in the attached proposal.

STATEMENT OF ISSUE

Therefore, in order to authorize the City Manager to amend the Public Works Department 2018-2019 fiscal year budget transferring funds between accounts and authorizing the City Manager to amend the professional services agreement with NV5 for construction support and inspection services for the Street Rehabilitation Project (CIP# 13-01) and issuing a purchase order in the amount of Ninety Eight Thousand Nine Hundred Dollars (\$98,900.00) for construction management and inspection services, City Council's authorization is necessary.

ALTERNATIVE

No alternative is offered.

FISCAL IMPACT

Staff is requesting a budget amendment to transfer funds between accounts as follow:

<u>From</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
2300-710-000-4266	2300-710-000-4262	Other Professional Services	\$98,900

Funds in the amount of \$98,900 will be available in the Public Works Department 2018-2019 Fiscal Year budget in Account No. 2300-710-000-4262.

RECOMMENDATION

Staff recommends 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**

Attachment: NV5 Proposal

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE PUBLIC WORKS DEPARTMENT 2018-2019 FISCAL
YEAR BUDGET TRANSFERRING FUNDS BETWEEN ACCOUNTS AND
AUTHORIZE THE CITY MANAGER TO AMEND THE PROFESSIONAL
SERVICES AGREEMENT WITH NV5 FOR CONSTRUCTION SUPPORT
SERVICES FOR THE STREET REHABILITATION PROJECT (CIP# 13-01)
AND ISSUING A PURCHASE ORDER IN THE AMOUNT OF \$98,900**

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

WHEREAS, on January 15, 2019, City staff requested that construction management firm provide the cost required for additional construction support services for the project pursuant to the City’s request for construction work on Bradfield Avenue from Rosecrans Avenue to San Vincente Street; and

WHEREAS, Bradfield Avenue is in poor condition, 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, NV5 provided City staff with a cost estimate in the amount of \$98,900 as outlined in the their proposal; and

WHEREAS, staff is requesting a budget amendment to transfer funds between accounts as follows:

<u>From</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
2300-710-000-4266	2300-710-000-4262	Other Professional Services	\$98,900

WHEREAS, funds in the amount of \$98,900 will be available in the Public Works Department 2018-2019 Fiscal Year budget in Account No. 2300-710-000-4262 (State Gas Tax); and

WHEREAS, in order to authorize the City Manager to amend the Public Works Department 2018-2019 fiscal year budget transferring funds between accounts, authorizing the City Manager to amend the professional services agreement with NV5 for construction support and inspection services for the Street Rehabilitation Project (CIP# 13-01), and issuing a purchase order in the amount of Ninety Eight Thousand Nine Hundred Dollars (\$98,900.00) for construction management and inspection services, City Council’s authorization is necessary.

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

Resolution No. _____

Page 2

SECTION 1. That the City Manager, upon the advice of the City Attorney, is hereby authorized to amend the professional service agreement with NV5 to extend the services to be rendered, the duration of the agreement, and the compensation (Sections 1, 2 & 3).

SECTION 2. That staff is requesting a budget amendment to transfer funds between accounts as follow:

<u>From</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
2300-710-000-4266	2300-710-000-4262	Other Professional Services	\$98,900

SECTION 3. That funds in the amount of \$98,900 will be available in the Public Works Department 2018-2019 Fiscal Year budget in Account No. 2300-710-000-4262 (State Gas Tax); and

SECTION 4. That a purchase order in the amount of \$98,900 is authorized to be issue for NV5 for professional services to be rendered on the Street Rehabilitation Project.

SECTION 5. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk 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:

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

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
NV5**

This **FIRST AMENDMENT** to the Professional Services Agreement is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") and **NV5** (hereinafter referred to as "**CONSULTANT**").

RECITALS:

WHEREAS, the City implemented the Street Rehabilitation Project (Capital Improvement Project #13-01); and

WHEREAS, the City determined there was a need for a qualified and experienced engineering consulting firm to provide construction management and construction inspection services for the Street Rehabilitation Project and pursuant to Resolution No. 24,886, adopted by the City Council on November 27, 2018, entered into a professional services agreement with the Consultant (NV5) to provide said services for the Project; and

WHEREAS, the Notice to Proceed with providing the contracted services was issued to the Consultant on January 24, 2019 with an expected completion date of May 7, 2019 (90 working days); however, the construction portion of the project experienced unanticipated delays due to funding changes and the additional street being added to the project; and

WHEREAS, the parties desire to amend the original Agreement to extend the term of the Agreement for a period of 25 working days (i.e. through May 31, 2019) and provide additional compensation in the amount of \$98,900 for services rendered during the extended term of the Agreement.

NOW, THEREFORE, Consultant and City, for the consideration, terms and conditions herein described, do hereby mutually agree to amend the original Agreement as follows:

AMENDMENTS:

1. The parties agree to amend **Section 1 – Services to be rendered by Consultant** of the original Agreement to identify the services to be rendered by the Consultant during the extended term of the Agreement, as specified in **Consultant's "City of Compton – Street Rehabilitation Project CIP # 13-01- Amendment No. 1 – Construction Management and Inspection Services" correspondence, dated January 15, 2019**, which is attached hereto and incorporated herein.

2. The parties agree to amend **Section 2 – Duration of Contract** of the original Agreement to extend the term of the Agreement for a period of 25 additional working days to continue provision of the contracted services to completion, including, but not limited to the mutually accepted final contract figures, filing of the Notice of Completion

with the Los Angeles County Recorder's Office and processing the City's authorization for release of the Project construction contractor's retention funds withheld for this Project.

3. The parties agree to amend **Section 3 – Compensation** of the original Agreement to provide additional compensation to Consultant for services rendered during the extended term of the original Agreement, as specified above, in the not-to-exceed amount of Ninety Eight Thousand Nine Hundred Dollars (\$98,900).

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

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

NV5/CONSULTANT

Dated: _____ By _____
Jeff Cooper, P.E., Director of Infrastructure

CITY OF COMPTON
Recommended for Approval:

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

Approved by:

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

Approved as to form:

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

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk



January 15, 2019

John Strickland
Project Director
City of Compton
Public Works Department
205 S. Willowbrook Ave.
Compton, CA 90220

Subject: City of Compton – Street Rehabilitation Project CDBG #13-01 – Amendment No. 1 – Construction Management and Inspection Services

Dear Mr. Strickland,

NV5 submits this contract amendment request for a total of \$98,900 for additional construction support services for the subject project. The requested total is required to cover projected Construction Management and Inspection costs for additional work along Bradfield Avenue between Rosecrans Avenue and San Vicente Street.

The attached spreadsheet outlines projected additional construction costs.

Please know that we do not take this request lightly and, that we do not submit such requests unless the conditions of the project have changed, making it infeasible for us to provide the required services within the original budget proposal.

We greatly appreciate your consideration of this matter and thank you for the opportunity to work with the City on this project. Should you have any questions or require additional information, please contact me at (949) 585-0477 or via email at peter.salgado@nv5.com.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Peter Salgado', with a stylized flourish extending to the right.

Peter Salgado, P.E.
Director of Construction Management

Compton CDBG Street Rehab				
NV5 Budget Amendment Request - Task Breakdown				
Description	Hours	Rate	Extension	Notes
Preconstruction - CCO/Start-up Coordination	40	\$ 145.00	\$ 5,800.00	CM - CCO (follow up, review/evaluation, negotiation); coordination meeting/start-up
Preconstruction - Field Markouts (AC and PCC R and R)	144	\$ 110.00	\$ 15,840.00	Insp - 3 1/2 weeks Field Mark-outs
Construction - Additional Coverage	75	\$ 145.00	\$ 10,875.00	CM - additional 25 working days per Bradfield CCO
Construction - Additional Coverage	200	\$ 110.00	\$ 22,000.00	Insp - additional 25 working days per Bradfield CCO
Construction - Supplemental Coverage - Work Areas	320	\$ 110.00	\$ 35,200.00	Insp - Estimate 2 months of supplemental inspection to cover project areas/multiple crews
Additional Geotech/Materials Testing			\$ 7,500.00	Deputy Insp and Testing - Bradfield Ave
Labor Compliance - Additional Coverage			\$ 1,700.00	Admin - additional 25 working days per Bradfield CCO
Total Required			\$ 98,915.00	

February 19, 2019

TO: MAYOR AND CITY COUNCIL

FROM: WENDELL E. JOHNSON, P.E., DIRECTOR OF PUBLIC WORKS

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2018-2019 FISCAL YEAR BUDGET TRANSFERRING FUNDS BETWEEN ACCOUNTS, ACCEPTING THE PROPOSAL FROM JMDIAZ, INC. (JMD), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT TO PROVIDE TRAFFIC ENGINEERING SERVICES FOR THE PREPARATION OF TRAFFIC CONTROL PLANS FOR STREET REPAIRS ON VARIOUS STREETS ADJACENT TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) RIGHT-OF-WAY WITHIN THE CITY LIMITS (\$54,975)

SUMMARY

This resolution of the City Council of the City of Compton will amend the Public Works 2018-2019 fiscal year budget transferring funds between accounts, accepting the proposal from JMDiaz, Inc. (JMD), authorizing the City Manager to enter into a professional service agreement and issue a purchase order to provide traffic engineering services for the preparation of traffic control plans for street repairs on various streets along the Caltrans right-of-way within the City limits (\$54,975).

BACKGROUND

The City of Compton is surrounded by multiple freeways (SR-91 and I-710) which provides access to destinations throughout the region. As a result of its geographical location, it is imperative to develop corrective measures to restore safety and rideability on our arterials, particularly those arterials adjacent to our freeways.

In order to facilitate street repairs on arterials adjacent to the SR-91 and I-710 freeways, the City is required to obtain an encroachment permit from the California Department of Transportation. An encroachment permit is a contract between the Department of Transportation and an encroachment permit holder that describes the terms and conditions under which the City would be granted permissive authority to enter onto the State right-of-way (SR-91 and I-710 Fwys) to perform certain activity (i.e road repairs). An encroachment permit grants permission to the permittee or their agent (contractor) to perform work within the State's right-of-way.

Traffic Engineering Services - JMDiaz
February 19, 2019
Page Two

To facilitate the encroachment permit process with Caltrans, the City is required to submit traffic control plans. Therefore, in January 2019, City staff requested proposals from qualified engineering design firms to provide traffic engineering services for the preparation of traffic control plans for various streets adjacent to the Caltrans right-of-way. The requested streets include: Central Avenue, Wilmington Avenue, Santa Fe Avenue, Artesia Boulevard, and Alondra Boulevard.

The requested repairs are within the City of Compton. However, the traffic control plans to repair the street repairs will affect the adjacent freeway ramps, which are under Caltrans jurisdiction. Thus, a Caltrans issued encroachment permit is required to perform the requested street repairs.

City staff received proposals from three (3) design engineering firms as follows:

<u>Firm</u>	<u>City</u>	<u>Amount</u>
JMDiaz	City of Industry, CA	\$54,975
KOA	Monterey Park, CA	\$78,538
Willdan	City of Industry, CA	\$70,000

After careful consideration, City staff determined that the proposal submitted by JMDiaz (JMD) was the lowest most responsive. JMD will prepare traffic control design for street repairs on various streets. The scope of services also will include coordination with Caltrans to obtain the required encroachment permit and approval of the required traffic control plans.

JMD is a full-service engineering firm, with extensive City of Compton experience, which specializes in providing multimodal roadway, streetscape, traffic, lighting, railroad, rail transit and highway engineering services to cities and agencies with major arterials, truck ways, freeways and railroad facilities.

JMDs scope of services will include the following:

Task 1: Project Administration and Coordination

JMD will attend up to two (2) project coordination meeting with City of Compton/Caltrans staff to discuss traffic control design and coordination issues.

Task 2: Research and Data Collection

JMD will prepare base traffic control plans from available data provided by the City of Compton. Field reviews will be performed to confirm existing conditions within the project limits.

Task 3: Traffic Control Plans

JMD will prepare ten (10) traffic control plans in AutoCad format illustrating the plan view of the proposed traffic control design for the street repairs. The plan will conform to the City of Compton and Caltrans standards to be submitted to Caltrans for permitting. The traffic control plans will be prepared for the street repairs at the following locations:

- Wilmington Avenue and Artesia Boulevard
- Central Avenue and Artesia Boulevard
- Santa Fe Avenue and Artesia Boulevard
- Alondra Boulevard and I-710 Ramps

Task 4: Incorporate Comments and Prepare Final Documents

After final review and comments by Caltrans, JMD will incorporate the changes and submit the final traffic control plan package to Caltrans for permit approval.

JMD anticipates that the project will be completed in eight (8) weeks after the issuance of the Notice to Proceed.

STATEMENT OF THE ISSUE

In order to amend the Public Works 2018-2019 fiscal year budget transferring funds between accounts, accept the proposal from JMDiaz, Inc. (JMD), authorizing the City Manager to enter into a professional service agreement and issue a purchase order to provide traffic engineering services for the preparation of traffic control plans for street repairs on various streets adjacent to the Caltrans right of way with the City limits in the amount of \$54,975, City Council's authorization is necessary.

ALTERNATIVE

There are no other alternatives being proposed. The City's pavement condition is in dire need of immediate rehabilitation. The traffic control plans will allow the City to obtain the required encroachment permits from Caltrans in order to complete the necessary street rehabilitation repairs.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution.

FISCAL IMPACT

Staff is requesting a budget amendment to transfer funds between accounts as follow:

<u>From</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
2300-710-000-4266	2300-710-000-4262	Other Professional Services	\$54,975

Funds in the amount of \$54,975 will be available in the Public Works 2018-2019 fiscal year budget in Account No. 2300-710-000-4262 (State Gas Tax).

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

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 TRANSFERRING FUNDS BETWEEN ACCOUNTS, ACCEPTING THE PROPOSALS FROM JMDIAZ, INC. (JMD), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT TO PROVIDE TRAFFIC ENGINEERING SERVICES FOR THE PREPARATION OF TRAFFIC CONTROL PLANS FOR STREET REPAIRS ON VARIOUS STREETS ADJACENT TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) RIGHT-OF-WAY WITHIN THE CITY LIMITS (\$54,975)

WHEREAS, the City of Compton is surrounded by multiple freeways (SR-91 and I-710) which provides access to destinations throughout the region and as a result of its geographical location, it is imperative to develop corrective measures to restore safety and rideability on our arterials, particularly those arterials adjacent to our freeways; and

WHEREAS, in order to facilitate street repairs on arterials adjacent to the SR-91 and I-710 freeways, the City is required to obtain an encroachment permit from the California Department of Transportation; and

WHEREAS, an encroachment permit is a contract between the Department of Transportation and an encroachment permit holder that describes the terms and conditions under which the City would be granted permissive authority to enter onto the State right-of-way (SR-91 and I-710 Fwys) to perform certain activity (i.e road repair) and an encroachment permit grants permission to the permittee or their agent (contractor) to perform work within the State’s right-of-way; and

WHEREAS, to facilitate the encroachment permit process with Caltrans, the City is required to submit traffic control plans and in January 2019, City staff requested proposals from qualified engineering design firms to provide traffic engineering services for the preparation of traffic control plans for various streets adjacent to the Caltrans right-of-way; and

WHEREAS, the requested streets include: Central Avenue, Wilmington Avenue, Santa Fe Avenue, Artesia Boulevard, and Alondra Boulevard; and

WHEREAS, the requested repairs are within the City of Compton, however, the traffic control plans to repair the street repairs will affect the adjacent freeway ramps, which are under Caltrans jurisdiction and thus, a Caltrans issued encroachment permit is required to perform the requested street repairs; and

WHEREAS, City staff received proposals from three (3) design engineering firms as follows:

<u>Firm</u>	<u>City</u>	<u>Amount</u>
JMDiaz	City of Industry, CA	\$54,975
KOA	Monterey Park, CA	\$78,538
Willdan	City of Industry, CA	\$70,000

WHEREAS, after careful consideration, City staff determined that the proposal submitted by JMDiaz (JMD) was the lowest most responsive; and

WHEREAS, JMD will prepare traffic control design for street repairs on various streets and the scope of services also will include coordination with Caltrans to obtain the required encroachment permit and approval of the required traffic control plans; and

WHEREAS, JMD is a full-service engineering firm, with extensive City of Compton experience, which specializes in providing multimodal roadway, streetscape, traffic, lighting, railroad, rail transit and highway engineering services to cities and agencies with major arterials, truck ways, freeways and railroad facilities; and

WHEREAS, JMD's scope of services will include the following:

- Task 1: Project Administration and Coordination**
JMD will attend up to two (2) project coordination meeting with City of Compton/Caltrans staff to discuss traffic control design and coordination issues.
- Task 2: Research and Data Collection**
JMD will prepare base traffic control plans from available data provided by the City of Compton. Field reviews will be performed to confirm existing conditions within the project limits.
- Task 3: Traffic Control Plans**
JMD will prepare ten (10) traffic control plans in AutoCad format illustrating the plan view of the proposed traffic control design for the street repairs. The plan will conform to the City of Compton and Caltrans standards to be submitted to Caltrans for permitting. The traffic control plans will be prepared for the street repairs at the following locations:
- Wilmington Avenue and Artesia Boulevard
 - Central Avenue and Artesia Boulevard
 - Santa Fe Avenue and Artesia Boulevard
 - Alondra Boulevard and I-710 Ramps
- Task 4: Incorporate Comments and Prepare Final Documents**
After final review and comments by Caltrans, JMD will incorporate the changes and submit the final traffic control plan package to Caltrans for permit approval; and

WHEREAS, JMD anticipates that the project will be completed in eight (8) weeks after the issuance of the Notice to Proceed; and

WHEREAS, staff is requesting a budget amendment to transfer funds between accounts as follow:

<u>From</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
2300-710-000-4266	2300-710-000-4262	Other Professional Services	\$54,975; and

WHEREAS, funds in the amount of \$54,975 will be available in the Public Works 2018-2019 fiscal year budget in Account No. 2300-710-000-4262 (State Gas Tax); and

WHEREAS, in order to amend the Public Works 2018-2019 fiscal year budget transferring funds between accounts, accept the proposals from JMDiaz, Inc. (JMD), authorizing the City Manager to enter into a professional service agreement to provide traffic engineering services for the preparation of traffic control plans for street repairs on various streets adjacent to the Caltrans right of way with the City limits in the amount of \$54,975, 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 proposal from JMDiaz Inc. (JMD) is hereby accepted.

SECTION 2. That the City Manager is authorized to enter into a professional service agreement with JMD, upon the advice of the City Attorney to provide traffic engineering services for the preparation of traffic control plans for street repairs on various streets adjacent to the Caltrans right-of-way within the City limits.

SECTION 3. That the City Manager is hereby authorized to amend the Public Works 2018-2019 fiscal year budget transferring funds between accounts as follow:

<u>From</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
2300-710-000-4266	2300-710-000-4262	Other Professional Services	\$54,975; and

SECTION 4. That funds in the amount of \$54,975 will be available in the Public Works 2018-2019 fiscal year budget in Account No. 2300-710-000-4262 (State Gas Tax).

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

SECTION 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 passed and 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: COUNCILMEMBERS-
NOES: COUNCILMEMBERS-
ABSTAIN: COUNCILMEMBERS-
ABSENT: COUNCILMEMBERS-

CITY CLERK OF THE CITY OF COMPTON

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
JMDIAZ, INC.**

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**CITY**”) located at 205 South Willowbrook Avenue, Compton, California 90220, and **JMDIAZ, INC.** (hereinafter referred to as “**CONSULTANT**”), located at 18645 East Gale Avenue, Suite 212, City of Industry, California 91748.

RECITALS:

WHEREAS, the City is surrounded by multiple freeways (SR-91 and I-710 Freeways) which provides access to destinations throughout the region; and

WHEREAS, the City maintains approximately 173 centerline miles of pavement within its boundaries and there is a need to provide traffic engineering services to obtain traffic control plans necessary to obtain an encroachment permit with the California Department of Transportation at various locations along the SR-91 and I-710 Freeways located within the City limits; and

WHEREAS, the City desires to develop corrective measures to restore safety and rideability on its major arterials, particularly those arterials adjacent to our freeways; and

WHEREAS, the City desires to facilitate street repairs on arterials adjacent to the SR-91 and I-710 Freeways and in order to do so, the California Department of Transportation requires an encroachment permit that describes the terms and conditions under which the City would be granted permissive authority to enter on the State’s right-of-way to perform certain activity (i.e. road repair); and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced traffic engineering firm to act as the City’s Engineer for this project and be responsible to providing traffic control design plans for street repairs; and

WHEREAS, by Resolution No. _____, adopted on the ____ of _____ 2019, the City Council authorized the City Manager to accept the proposal of the Consultant (JMDiaz, Inc.) and enter into a contract to provide the necessary services; and

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

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

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing traffic engineering services for the preparation of traffic control plans for street repairs on various streets adjacent to the Caltrans right-of-way with the City limits:

Task 1 Project Administration and Coordination

JMD will attend up to two (2) project coordination meeting with City of Compton/Caltrans staff to discuss traffic control design and coordination issues.

Task 2 Research and Data Collection

JMD will prepare base traffic control plans from available data provided by the City of Compton. Field reviews will be performed to confirm existing conditions within the project limits.

Task 3 Traffic Control Plans

JMD will prepare ten (10) traffic control plans in AutoCad format illustrating the plan view of the proposed traffic control design for the street repairs. The plan will conform to the City of Compton and Caltrans standards to be submitted to Caltrans for permitting. The traffic control plans will be prepared for the street repairs at the following locations:

- Wilmington Avenue and Artesia Boulevard
- Central Avenue and Artesia Boulevard
- Santa Fe Avenue and Artesia Boulevard
- Alondra Boulevard and I-710 Ramps

Task 4 Incorporate Comments and Prepare Final Documents

After final review and comments by Caltrans, JMD will incorporate the changes and submit the final traffic control plan package to Caltrans for permit approval.

Deliverables

JMD will prepare and submit one (1) preliminary and one (1) final set of plans consisting of one (1) original set of traffic control plans. The deliverables will be sent to the City of Compton and Caltrans for review and comment.

As more fully specified in the City's "**Proposal to Provide Traffic Engineering Services for the Preparation of Traffic Control Plans for Pot Hole Repairs on Various Streets**" and described in Consultant's "**Proposal to Provide Traffic Engineering Services for the Preparation of Traffic Control Plans for Pot Hole Repairs on Various Streets**" dated December 12, 2019, of which are incorporated herein by this reference.

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

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

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

Juan M. Diaz, P.E., Principal-In-Charge/President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the project is complete, unless terminated earlier. The parties anticipate that Consultant's services will be completed within 8 weeks or no later than by June 30, 2019.

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

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

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

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

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

As full and complete compensation for performance of all the services performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Fifty Four Thousand Nine Hundred and Seventy Five Dollars (\$54,975).**

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Consultant's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work

Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the “Consultant”), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

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

subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

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

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City

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

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

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

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

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

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

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

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

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement.

Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

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

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

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

17. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

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

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

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

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

Juan M. Diaz, MBA, P.E., President/CEO

(Date)

21. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

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

23. 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.

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

25. 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.

26. Amendments. This Agreement may be modified or amended only be written document executed by both Consultant and City's City Manager and approved as to form by the

City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

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

28. 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.

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

TO CONSULTANT:

**JMDIAZ, INC.
18645 East Gale Avenue, Suite 212
City of Industry, California 917486
Attn: Juan M. Diaz, MBA, P.E. President
(626) 820-1137
(626) 820-1136 – fax.**

TO CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Department
(310) 605-5505
(310) 761-1417 – fax.**

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

30. 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.

JMDIAZ, INC./CONSULTANT

Dated: _____

By _____
Juan M. Diaz, MBA, P.E., President

CITY OF COMPTON
Recommended for Approval:

By _____
Wendell E. 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



December 12, 2018

Mr. Wendell E. Johnson, PE
Director of Public Works/City Engineer
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

2018.1112.0072.00

SUBJECT: Proposal to Provide Traffic Engineering Services for the Preparation of Traffic Control Plans for Pot Hole Repairs on Various Streets

Dear Mr. Johnson:

As requested, JMD is pleased to submit this proposal to provide traffic engineering services for the preparation of traffic control plans for pot hole repairs on various streets. Our scope of services described below has been tailored to meet the City's requirements per email received on December 11, 2018 and includes a description of our proposed understanding, scope of services, schedule and fee.

Project Understanding

This proposal includes professional engineering design services for the preparation of traffic control plans for pot hole repairs on various streets per the attached aerial maps. The pot hole repairs are within City streets. However, the traffic control to repair the pot holes will affect the adjacent freeway ramps, which are under Caltrans jurisdiction. Thus, a Caltrans Encroachment Permit is also needed to perform the pot hole repairs.

Scope of Services

JMD has developed the following scope of services to prepare traffic control design for the pot hole repairs on various streets. This scope of services also include coordination with Caltrans to obtain the required encroachment permit and approval of the traffic control plans.

Task 1 – Project Administration and Coordination

JMD will attend up to two (2) project coordination meetings with City of Compton / Caltrans staff to discuss traffic control design and coordination issues.

Task 2 – Research and Data Collection

JMD will prepare base traffic control plans from available data provided by the City of Compton. For the purposes of this proposal, we have assumed that detailed survey is not required and is therefore not included in this proposal. Field reviews will be performed to confirm existing conditions within project limits.



Mr. Wendell E. Johnson, PE
December 12, 2018
Page 2

Field Survey/Base Mapping/Right of Way/Utilities (Not Included)

Conducting detailed field surveys and right of way engineering is not included in this proposal. JMD will utilize available information provided by the City of Compton and/or aerial mapping to develop the necessary base information for the purpose of the traffic control preparation.

Task 3 – Traffic Control Plans

JMD will prepare ten (10) traffic control plans in AutoCad format illustrating the plan view of the proposed traffic control design for the pot hole repairs. The plan will conform to the City of Compton and Caltrans standards to be submitted to Caltrans for permitting. The traffic control plans will be prepared for pot hole repairs at the following locations:

- Wilmington Avenue and Artesia Boulevard
- Central Avenue and Artesia Boulevard
- Santa Fe Avenue and Artesia Boulevard
- Alondra Boulevard and I-710 Ramps

Task 4 – Incorporate Comments and Prepare Final Documents

After final review and comments by Caltrans, JMD will incorporate the changes and submit the final traffic control plan package to Caltrans for permit approval.

Deliverables

JMD will prepare and submit one (1) preliminary and one (1) final set of plans consisting of one (1) original set of traffic control plans. The deliverables will be sent to the City of Compton and Caltrans for review and comment.

Schedule*

Once given a Notice to Proceed, JMD anticipates that the major project milestones will be completed as follows:

<u>Milestone</u>	<u>Completion</u>
Research and Data Collection	Week 1
Draft Plans	Week 3
City/Caltrans Review*	Week 6
Final Plans	Week 8

*May vary depending on agency review time.



Mr. Wendell E. Johnson, PE
December 12, 2018
Page 3

Fee

JMD will perform the Scope of Services outlined below for the following amounts on a lump sum basis as follows and detailed in the enclosed cost summary:

Task 1 – Project Administration and Coordination	\$ 5,230.00
Task 2 – Research, Data Collection and Field Review	\$ 3,620.00
Task 3 – Traffic Control Plans	\$ 5,745.00
Task 4 – Incorporate Comments and Prepare Final Documents	\$ 3,080.00
Other Direct Costs	\$ 300.00
TOTAL*	\$ 17,975.00

*Total is without optional tasks

Assumptions

- ☐ The improvements do not involve other agency jurisdictions not already identified in this proposal.
- ☐ Only two (2) meetings assumed for the entire project.
- ☐ Only Caltrans permitting is included.
- ☐ Utility relocation plans and utility notices are not included.
- ☐ Assumes prompt (within 30 days) payment of invoices.

If this proposal is acceptable to you, please sign below and return one signed original to me.

We are pleased to provide these services to the **City of Compton** and look forward to your favorable reply. Should you have any questions, please call me at (626) 820-1137.

Sincerely,

JMDiaz, Inc.

Juan M. Diaz, MBA, PE
President/CEO

Agreed by,

City of Compton

Authorized Signature Date

SI/mc

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Enclosure

Fee Proposal^{a-b}

Traffic Control Plans for Pot Hole Repairs on Various Streets

City of Compton

December 12, 2018



TASK	DESCRIPTION	PIC/ QA/QC MGR.	PROJ MGR	PROJ. ENG.	DES/ CAD OPER	CLER./ INTERN	TOTAL LABOR HOURS	OTHER DIRECT COSTS	TOTAL COST	REMARKS
		\$180	\$165	\$115	\$75	\$45				
1	Project Administration and Coordination	1	8	16	24	2	51	\$100	\$5,330	* Mileage/Deliveries/Reproduction
2	Research and Data Collection	0	2	14	20	4	40	\$100	\$3,720	* Mileage/Deliveries/Reproduction
3	Traffic Control Plans	1	2	24	30	5	62		\$5,745	
4	Incorporate Comments and Prepare Final Documents	0	2	8	22	4	36	\$100	\$3,180	* Mileage/Deliveries/Reproduction
TOTAL ESTIMATED DESIGN LABOR HOURS		2	14	62	96	15	189			
TOTAL ESTIMATED DESIGN FEE		\$360	\$2,310	\$7,130	\$7,200	\$675		\$300	\$17,975	

Notes:

a Rates are subject to a 5% annual increase on January 1.

b See additional assumptions in letter proposal.



February 8, 2019

Mr. Wendell E. Johnson, PE
Director of Public Works/City Engineer
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

2018.1112.0072.00

SUBJECT: Proposal to Provide Traffic Engineering Services for the Preparation of Additional Traffic Control Plans for Pot Hole Repairs on Various Streets

Dear Mr. Johnson:

As requested, JMD is pleased to submit this proposal to provide traffic engineering services for the preparation of additional traffic control plans for pot hole repairs on various streets. Our scope of services described below has been tailored to meet the City's requirements per email received on February 5, 2019 and includes a description of our proposed understanding, scope of services, schedule and fee.

Project Understanding

This proposal includes professional engineering design services for the preparation of additional traffic control plans for pot hole repairs on various streets per the enclosed aerial maps. The pot hole repairs are within City streets. However, the traffic control to repair the pot holes will affect the adjacent freeway ramps, which are under Caltrans jurisdiction. Thus, a Caltrans Encroachment Permit is also needed to perform the pot hole repairs.

Scope of Services

JMD's original scope of services dated December 12, 2018, is not included in this proposal. The following scope of services is to prepare additional traffic control design for the pot hole repairs on various streets. The original scope of services also include coordination with Caltrans to obtain the required encroachment permit and approval of the traffic control plans.

Task 1 – Research and Data Collection

JMD will prepare additional base traffic control plans from available data provided by the City of Compton. For the purposes of this proposal, we have assumed that detailed survey is not required and is therefore not included in this proposal. Field reviews will be performed to confirm existing conditions within project limits.

Field Survey/Base Mapping/Right of Way/Utilities (Not Included)

Conducting detailed field surveys and right of way engineering is not included in this proposal. JMD will utilize available information provided by the City of Compton and/or aerial mapping to develop the necessary base information for the purpose of the traffic control preparation.



Mr. Wendell E. Johnson, PE
February 8, 2019
Page 2

Task 2 – Additional Traffic Control Plans

JMD will prepare thirty-seven (37) additional traffic control plans in AutoCad format illustrating the plan view of the proposed traffic control design for the pot hole repairs. The plan will conform to the City of Compton and Caltrans standards to be submitted to Caltrans for permitting. The traffic control plans will be prepared for pot hole repairs at the following locations:

- Wilmington Avenue and Artesia Boulevard
- Central Avenue and Artesia Boulevard
- Santa Fe Avenue and Artesia Boulevard
- Alondra Boulevard and I-710 Ramps

Task 3 – Incorporate Comments and Prepare Final Documents

After final review and comments by Caltrans, JMD will incorporate the changes and submit the final traffic control plan package to Caltrans for permit approval.

Deliverables

JMD will prepare and submit one (1) preliminary and one (1) final set of plans consisting of one (1) original set of traffic control plans. The deliverables will be sent to the City of Compton and Caltrans for review and comment.

Schedule*

Once given a Notice to Proceed, JMD anticipates that the major project milestones will be completed as follows:

<u>Milestone</u>	<u>Completion</u>
Research and Data Collection	Week 2
Draft Plans	Week 5
City/Caltrans Review*	Week 10
Final Plans	Week 12

*May vary depending on agency review time.



Mr. Wendell E. Johnson, PE
February 8, 2019
Page 3

Fee

JMD will perform the additional Scope of Services outlined below for the following amounts on a lump sum basis as follows and detailed in the enclosed cost summary:

Task 1 – Research, Data Collection	\$ 3,530.00
Task 2 – Traffic Control Plans	\$ 28,310.00
Task 3 – Incorporate Comments and Prepare Final Documents	\$ 4,850.00
Other Direct Costs	\$ 310.00
TOTAL	\$ 37,000.00

Assumptions

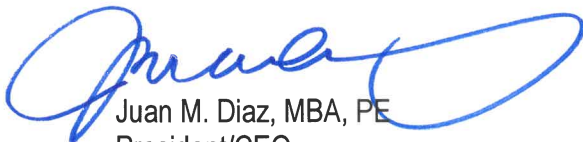
- ☐ The improvements do not involve other agency jurisdictions not already identified in this proposal.
- ☐ Work areas do not include City of Carson.
- ☐ Only two (2) meetings assumed for the entire project.
- ☐ Only Caltrans permitting is included and assumes one submittal for review and approval.
- ☐ Utility relocation plans and utility notices are not included.
- ☐ Assumes prompt (within 30 days) payment of invoices.

If this proposal is acceptable to you, please sign below and return one signed original to me.

We are pleased to provide these additional services to the **City of Compton** and look forward to your favorable reply. Should you have any questions, please call me at (626) 820-1137.

Sincerely,

JMDiaz, Inc.



Juan M. Diaz, MBA, PE
President/CEO

Agreed by,

City of Compton

Authorized Signature Date

SI/mc
M:\2018.1112.0072.00\p-072jmdR1.docx

Enclosure

Fee Proposal^{a-b}

Additional Traffic Control Plans for Pot Hole Repairs on Various Streets

City of Compton

February 8, 2019

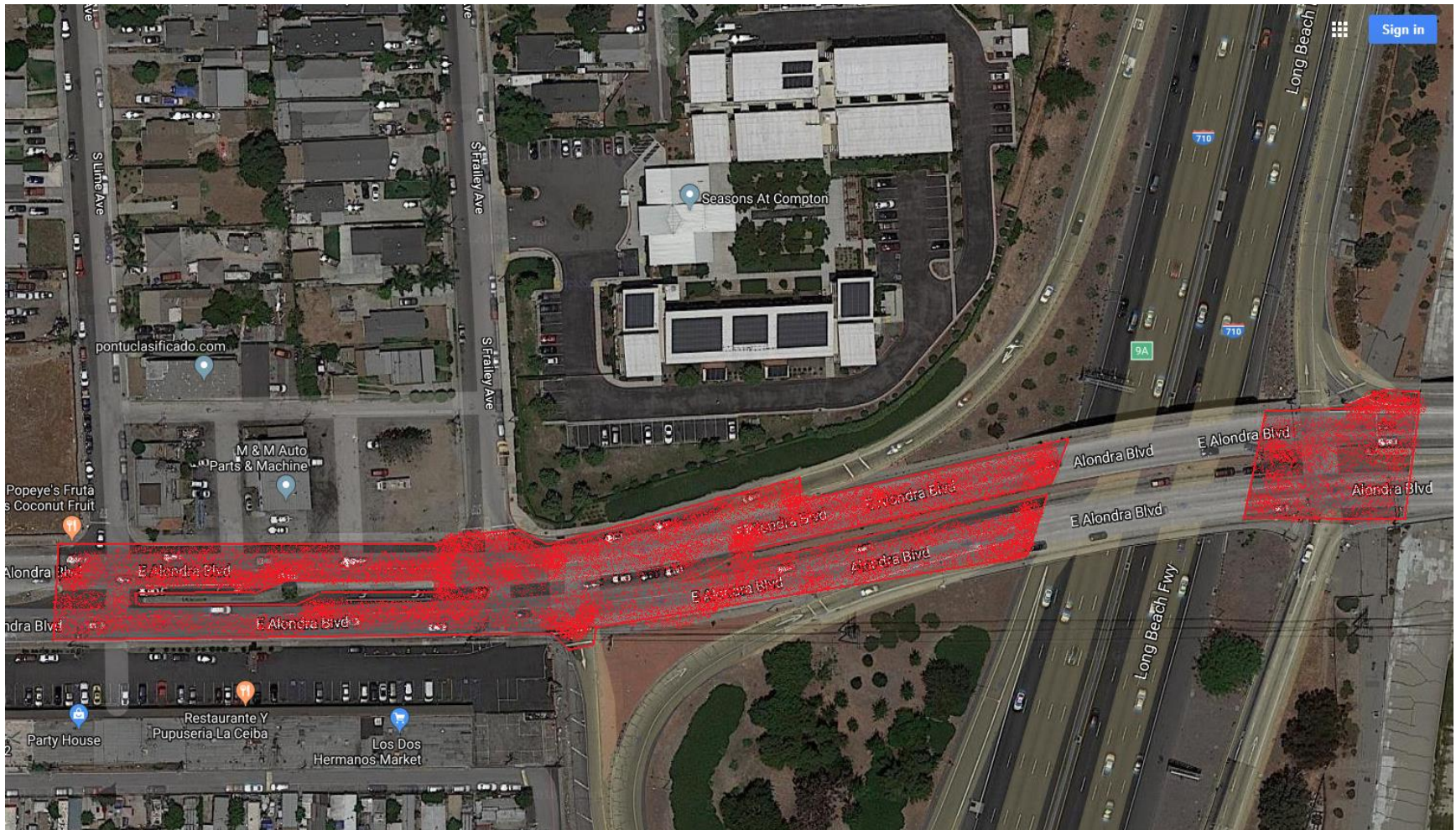


TASK	DESCRIPTION	PIC/ QA/QC MGR.	PROJ MGR	PROJ. ENG.	DES/ CAD OPER	CLER./ INTERN	TOTAL LABOR HOURS	OTHER DIRECT COSTS	TOTAL COST	REMARKS
		\$180	\$165	\$115	\$75	\$45				
1	Research and Data Collection	0	2	14	20	2	38	\$100	\$3,630	* Mileage/Deliveries/Reproduction
2	Additional Traffic Control Plans	2	4	80	240	2	328	\$100	\$28,410	
3	Incorporate Comments and Prepare Final Documents	1	4	8	40	2	55	\$110	\$4,960	* Mileage/Deliveries/Reproduction
TOTAL ESTIMATED DESIGN LABOR HOURS		3	10	102	300	6	421			
TOTAL ESTIMATED DESIGN FEE		\$540	\$1,650	\$11,730	\$22,500	\$270		\$310	\$37,000	

Notes:

- a Rates are subject to a 5% annual increase on January 1.
- b See additional assumptions in letter proposal.

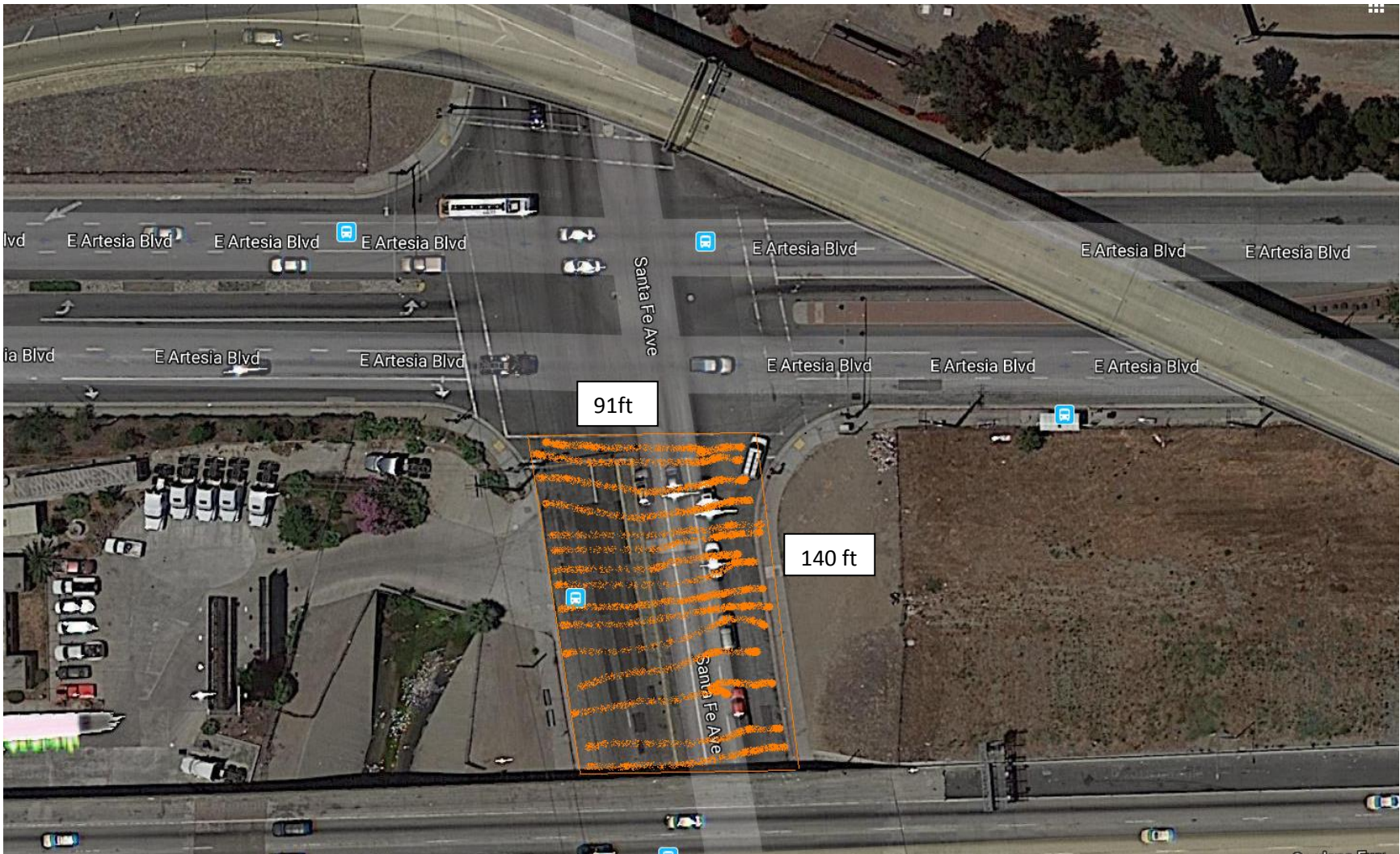
Alondra



Central



Santa Fe



Wilmington



February 19, 2019

TO: MAYOR AND CITY COUNCIL

FROM: WENDELL E. JOHNSON, P.E., DIRECTOR OF PUBLIC WORKS

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2018-2019 FISCAL YEAR BUDGET TRANSFERRING FUNDS BETWEEN ACCOUNTS, ACCEPTING THE PROPOSAL FROM JMDIAZ, INC. (JMD), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT TO PERFORM ADDITIONAL PAVEMENT DESIGN AND CONSTRUCTION SUPPORT SERVICES (PROJECT NO. CIP# 13-01) ON VARIOUS STREETS WITHIN THE CITY LIMITS (\$26,057).

SUMMARY

This resolution of the City Council of the City of Compton will amend the Public Works 2018-2019 fiscal year budget transferring funds between accounts, accepting the proposals from JMDiaz, Inc. (JMD), authorizing the City Manager to enter into a professional service agreement and issue a purchase order for additional pavement design and construction support services, Project No. CIP# 13-01, on various streets within the City limits (\$26,057).

BACKGROUND

In July 2013, the Public Works Department solicited a Request for Proposal (RFP) from qualified consulting firms to perform pavement design within City limits. The street segments to be improved as part of this project are identified in Project No. CIP# 13-01 pavement design services listed as "The Street Rehabilitation Project List, Attachment 1".

On November 12, 2013, pursuant to Resolution No. 23,865, City Council authorized the City Manager to enter into a professional service agreement with JMDiaz to perform pavement design services for CIP# 13-01 on various streets within the City limits in an amount not to exceed \$161,800. The design work was completed by JMDiaz in April 2014.

In July 2018, City staff requested that the scope of work be modified to include Bradfield Avenue from Rosecrans Avenue to San Vincente Street. This included requesting JMDiaz, Inc to provide additional professional engineering services and construction support services.

Bradfield Avenue is in poor conditions. 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, JMDiaz provided a proposal to provide additional engineering services in the amount of \$10,700. JMDiaz scope of work will consists of the following:

- Data Collection and Field Review
- Preliminary and Final Plans
- Specifications
- Cost Estimates
- Construction Meetings
- Response to RFIs, RFCs, Change Order Reviews
- As-Built Plans

JMD will work within the Contractor's construction schedule and estimates this portion of the project will be constructed within 4 weeks.

On January 24, 2019, the construction team met to begin the construction phase of the project. At the meeting, City staff determined that the project measurements, markings and quantities should be verified prior to the start of construction because the condition of the streets could have changed significantly since the original design was completed over 5 years ago by JMDiaz, Inc. As a result, on January 28, 2019, a proposal was submitted by JMDiaz, Inc. to provide additional professional engineering services for various CIP# 13-01 roadway improvement measurements, markings and quantities at a cost of \$15,357.

JMD will perform the scope of services outlined as follows:

- Field Measurements and Markings
- Quantity Estimates
- Construction Meetings
- Other Direct Costs

JMD will work within the Contractor's construction schedule and estimates this portion of the project will be completed within 3 weeks from obtaining the Notice To Proceed.

STATEMENT OF THE ISSUE

In order to amend the Public Works 2018-2019 fiscal year budget transferring funds between accounts, accept the proposals from JMDiaz, Inc. (JMD), authorizing the City Manager to enter into a professional service agreement and issue a purchase order for pavement design services and construction support services for Project No. CIP# 13-01 on various streets within the City limits in the amount of \$26,057, City Council's authorization is necessary.

ALTERNATIVE

There is no other alternative. The City's pavement condition is in dire need of immediate rehabilitation. The pavement design services will address these needs and develop the necessary additional design and construction support services necessary to complete the project.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution.

FISCAL IMPACT

Staff is requesting a budget amendment to transfer funds between accounts as follow:

<u>From</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
2300-710-000-4266	2300-710-000-4262	Other Professional Services	\$26,057

Funds in the amount of \$26,057 are available in the Public Works 2018-2019 fiscal year budget in Account No. 2300-710-000-4262 (State Gas Tax).

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

APPROVED FOR FORWARDING

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

Attachment: The Street Rehabilitation (CIP# 13-01) Project List

**The Street Rehabilitation Project (CIP# 13-01) List
Attachment 1**

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	Grande 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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2018-2019 FISCAL YEAR BUDGET TRANSFERRING FUNDS BETWEEN ACCOUNTS, ACCEPTING THE PROPOSALS FROM JMDIAZ, INC. (JMD), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT TO PERFORM ADDITIONAL PAVEMENT DESIGN AND CONSTRUCTION SUPPORT SERVICES (PROJECT NO. CIP# 13-01) ON VARIOUS STREETS WITHIN THE CITY LIMITS (\$26,057)

WHEREAS, in July 2013, the Public Works Department solicited a Request for Proposal (RFP) from qualified consulting firms to perform additional pavement design within City limits; and

WHEREAS, the street segments to be improved as part of this project are identified in Project No. CIP# 13-01 pavement design services listed as "The Street Rehabilitation Project List; and

WHEREAS, on November 12, 2013, pursuant to Resolution No. 23,865, City Council authorized the City Manager to enter into a professional service agreement with JMDiaz to perform pavement design services for CIP# 13-01 on various streets within the City limits in an amount not to exceed \$161,800 and the design work was completed by JMDiaz in April 2014; and

WHEREAS, in July 2018, City staff requested that the scope of work be modified to include Bradfield Avenue from Rosecrans Avenue to San Vincente Street which included requesting JMDiaz, Inc to provide additional professional design engineering and construction support services; and

WHEREAS, Bradfield Avenue is in poor conditions and there are high distress areas of alligator cracking and potholes (2" deep) as well as 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; 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, JMDiaz, provided a proposal to provide additional engineering services in the amount of \$10,700 and JMDiaz scope of work will consists of the following:

- Data Collection and Field Review
- Preliminary and Final Plans
- Specifications
- Cost Estimates
- Construction Meetings
- Response to RFIs, RFCs, Change Order Reviews
- As-Built Plans; and

WHEREAS, JMD will work within the Contractor's construction schedule and estimates this portion of the project will be constructed within 4 weeks; and

WHEREAS, on January 24, 2019, the construction team met to begin the construction phase of the project and determined that the project measurements, markings and quantities should be verified prior to the start of construction because the condition of the streets could have changed significantly since the original design was completed over 5 years ago by JMDiaz, Inc; and

RESOLUTION NO. _____
PAGE 2

WHEREAS, as a result, on January 28, 2019, a proposal was submitted by JMDiaz, Inc. to provide additional professional engineering services for various CIP# 13-01 roadway improvement measurements, markings and quantities at a cost of \$15,357; and

WHEREAS, JMD will perform the scope of services outlined as follows:

- Field Measurements and Markings
- Quantity Estimates
- Construction Meetings
- Other Direct Costs

WHEREAS, JMD will work within the Contractor's construction schedule and estimates this portion of the project will be completed within 3 weeks from obtaining the Notice To Proceed; and

WHEREAS, staff is requesting a budget amendment to transfer funds between accounts as follow:

<u>From</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
2300-710-000-4266	2300-710-000-4262	Other Professional Services	\$26,057; and

WHEREAS, funds in the amount of \$ 26,057 are available in the Public Works 2018-2019 fiscal year budget in Account No. 2300-710-000-4262 (State Gas Tax); and

WHEREAS, in order to amend the Public Works 2018-2019 fiscal year budget transferring funds between accounts, accept the proposals from JMDiaz, Inc. (JMD), authorizing the City Manager to enter into a professional service agreement and issue a purchase order for pavement design services and construction support services for Project No. CIP# 13-01 on various streets within the City limits in the amount of \$26,057, 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 is hereby authorized to enter into a professional service agreement, upon the advice of the City Attorney, to JMDiaz, Inc. (JMD), in an amount not to exceed Twenty-Six Thousand Fifty Seven Dollars (\$26,057) to perform pavement design services and construction support services on designated street segments within the City limits.

SECTION 2. That the City Manager is authorized to amend the Public Works 2018-2019 fiscal year budget to transfer funds between accounts as follow:

<u>From</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
2300-710-000-4266	2300-710-000-4262	Other Professional Services	\$26,057; and

SECTION 3. That funds in the amount of \$ 26,057 will be available in the Public Works 2018-2019 fiscal year budget in Account No. 2300-710-000-4262 (State Gas Tax).

SECTION 4. That copies of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, and the Public Works and Municipal Utilities 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 passed and 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: COUNCILMEMBERS –
NOES: COUNCILMEMBERS –
ABSTAIN: COUNCILMEMBERS –
ABSENT: COUNCILMEMBERS –

CITY CLERK OF THE CITY OF COMPTON

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
JMDIAZ, INC.**

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **JMDIAZ, INC.** (hereinafter referred to as "**CONSULTANT**"), located at 18645 East Gale Avenue, Suite 212, City of Industry, California 91748.

RECITALS:

WHEREAS, the City has secured funds from the U.S. Housing and Urban Development Department under the Community Development Block Grant Program to complete the pavement rehabilitation project; and

WHEREAS, the City maintains approximately 173 centerline miles of pavement within its boundaries and there is a need to provide pavement resurfacing design services located within the City limits; and

WHEREAS, on November 12, 2013, pursuant to Resolution No. 23,865, City Council authorized the City Manager to enter into a professional service agreement with JMDiaz to perform pavement design services for CIP# 13-01 on various streets within the City limits in an amount not to exceed \$161,800; and

WHEREAS, the design work was completed by JMDiaz in April 2014; and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced engineering firm to act as the City's Engineer for this project and be responsible to provide additional design and engineering services for a total of 22 street segments, including design support services during construction; and

WHEREAS, by Resolution No. _____, adopted on the ____ of _____ 2019, the City Council authorized the City Manager to accept the proposal of the Consultant (JMDiaz, Inc.) and enter into a contract to provide the necessary services; and

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

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

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing additional professional design and engineering services for the preparation of preliminary and final plans including design support services during construction and roadway improvements measurements, marking, and quantities for pavement resurfacing according to the project requirements on selected street segments located within the City limits (Project No. CIP #13-01). Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Additional Professional Engineering Services of Bradfield Avenue (Rosecrans Avenue to San Vicente Street)

- Task 1: Data Collection and Field Review
- Task 2: Preliminary and Final Plans
- Task 3: Specification (Not included)
- Task 4: Cost Estimates (Not Included)
- Task 5: Construction Design Support
 - 5.1 Construction Meetings
 - 5.2 Response to RFIs, RFCs, Change Order Reviews
 - 5.3 As Built Plans

Additional Professional Engineering Services for Various CIP # 13-01 Roadway Improvement Measurements, Markings, and Quantities

- Task 1: Field Measurements and Markings
- Task 2: Quantity Estimates
- Task 3: Construction Meetings

As more fully specified in the City's "**Proposal to Provide Additional Professional Engineering Services for CIP # 13-01 Addition of Bradfield Avenue (Rosecrans Avenue to San Vicente Street)**" and described in Consultant's "**Proposal to Provide Professional Engineering Services for Various CIP # 13-01 Roadway Improvement Measurements, Markings, and Quantities – Compton, California,**" dated January 10, 2019 and January 28, 2019, respectfully, both of which are incorporated herein by this reference.

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

exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

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

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

Juan M. Diaz, P.E., Principal-In-Charge/President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the project is complete, unless terminated earlier. The parties anticipate that Consultant's services will be completed within one hundred and ten (110) working days after commencement of the services by Consultant.

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

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

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

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable

items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

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

As full and complete compensation for performance of all the services performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Twenty Six Thousand Fifty Seven Dollars (\$26,057.00).**

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Consultant's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time

or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

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

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or

indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

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

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

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

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

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

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

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

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

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

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

that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

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

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

17. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

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

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

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

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this

agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Juan M. Diaz, MBA, P.E., President/CEO

(Date)

21. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

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

23. 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.

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

25. 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.

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

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

28. 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.

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

TO CONSULTANT:

**JMDIAZ, INC.
18645 East Gale Avenue, Suite 212
City of Industry, California 917486
Attn: Juan M. Diaz, MBA, P.E. President
(626) 820-1137
(626) 820-1136 – fax.**

TO CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Department
(310) 605-5505
(310) 761-1417 – fax.**

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

30. 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.

JMDIAZ, INC./CONSULTANT

Dated: _____

By _____
Juan M. Diaz, MBA, P.E., President

CITY OF COMPTON
Recommended for Approval:

By _____
Wendell E. 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



January 10, 2019

Mr. Wendell E. Johnson, PE
Director of Public Works/City Engineer
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

2018.1112.0071.00

**SUBJECT: Proposal to Provide Additional Professional Engineering Services for CDBG 13-01
Addition of Bradfield Avenue (Rosecrans Avenue and San Vicente Street)**

Dear Mr. Johnson:

As requested, JMDiaz, Inc. is pleased to submit this proposal to provide professional design and construction support services for the proposed rehabilitation improvements on Bradfield Avenue between Rosecrans Avenue and San Vicente Street in the City of Compton. Our proposal, which is effective for 90 days from the date of this letter, includes our proposed team, scope of services, fee and schedule.

Background

The City of Compton (City) proposes to resurface Bradfield Avenue to address roadway rehabilitation needs in an expedited manner. The project will be added to CDBG Project 13-01.

Project Team

To develop this project concurrently and in an expeditious manner, we have assigned **Juan M. Diaz, PE** as the proposed Project Manager for this project. Juan understands the roadway improvement process and will ensure a fast-track schedule and comprehensive pavement improvement are developed on Bradfield Avenue. Juan will be supported by **Alvin Abad** who performed the design of the project for continuity and will work together to ensure that the project is promptly prepared to meet the current Contractor's schedule.

Scope of Work

Our proposed scope of work consists of the following tasks:

Task 1 – Data Collection and Field Review

JMD will gather data and conduct field review to verify and measure existing features within Bradfield Avenue.

Task 2 – Preliminary and Final Plans

JMD will prepare preliminary and final plans consisting of stacked plan views with aerial background at a scale of 1" = 20'. The plans will follow the current CDBG 13-01 plan format as much as possible.

Task 3 – Specifications (Not Included)

JMD will not prepare specifications but will rely on those already prepared for CDBG 13-01.



January 10, 2019

Mr. Wendell E. Johnson, PE

Page 2

Task 4 – Cost Estimates (Not Included)

JMD has already prepared a construction cost estimate for this additional roadway segment and will include it in the CDBG 13-01 package.

Task 5 – Construction Design Support

Task 5.1 – Construction Meetings

The JMD Team will attend up to two (2) construction meetings throughout the project's construction schedule.

Task 5.2 – Response to RFIs, RFCs, Change Order Reviews

JMD will assist the City by reviewing Requests for Information (RFIs), Requests for Change (RFC) and shop drawings as well as addressing needed design adjustments related to the project's construction activities.

JMD will review change orders for accuracy and applicability.

Task 5.3 – As-Built Plans

Upon construction completion, JMD will prepare as-built plans including design modifications recorded during construction. As-built plans will be submitted to the City for record purposes.

Proposed Fee*

JMD will perform the Scope of Services outlined below for the following amounts (detailed in the Fee Proposal table enclosed at the end of this proposal) on a lump sum, not-to-exceed, basis by task (except for Optional Tasks) as follows:

Task 1 – Data Collection and Field Review	\$ 680.00
Task 2 – Preliminary and Final Plans	\$ 7,740.00
Task 3 – Specifications (Not Included)	\$ 0.00
Task 4 – Cost Estimates (Not Included)	\$ 0.00
Task 5.1 – Construction Meetings	\$ 680.00
Task 5.2 – Response to RFIs, RFCs, Change Order Reviews	\$ 680.00
Task 5.2 – As-Built Plans	\$ 680.00
Other Direct Costs	\$ 240.00
TOTAL	\$ 10,700.00

Assumptions

- ☐ Rates are subject to a 5% annual increase on January 1 without increasing the project budget.
- ☐ Assumes two (2) meetings for this portion of the project.
- ☐ Assumes a construction period of 30 working days.
- ☐ The cost of permits is not included.



January 10, 2019

Mr. Wendell E. Johnson, PE

Page 3

Schedule

JMD will work within the Contractor's construction schedule and estimates the project will be constructed within **4 weeks**.

If this proposal is acceptable to you, please sign below and return one signed original to me.

We are pleased to provide these services to the **City of Compton** and look forward to your favorable reply. Should you have any questions, please call me at (626) 820-1137.

Sincerely,

JMDiaz, Inc.

A handwritten signature in blue ink, appearing to read "Juan M. Diaz", written over a horizontal line.

Juan M. Diaz, MBA, PE
President/CEO

Agreed by,

City of Compton

Authorized Signature Date

JMD/st

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Enclosure



Fee Proposal¹

CDBG 13-01 Addition of Bradfield Avenue

City of Compton

Submitted by: JMD

January 10, 2019

TASK	DESCRIPTION	PRINCIPAL \$180	PROJECT MANAGER \$160	QA/QC MANAGER \$160	CONST. INSPECTOR \$100	DES. ENG. \$85	DESIGNER: CAD OPER. \$60	CLERICAL \$45	INTERN \$35	TOTAL LABOR HOURS	DIRECT COSTS ¹	TOTAL COSTS	REMARKS
PRELIMINARY AND FINAL DESIGN													
1	Data Collection and Field Review	0	0	0	0	8	0	0	0	8	\$ 119.90	\$ 799.90	* Mileage/Deliveries/Reproduction
2	Preliminary and Final Plans	0	0	8	0	76	0	0	0	84	\$ 7,740.00		
	Modify Title Sheet (1 sheet)	0	0	0	0	4	0	0	0	4			
	Roadway Plan (2 sheets)	0	0	8	0	72	0	0	0	80			
3	Specifications (Not Included)	0	0	0	0	0	0	0	0	0			
4	Estimates (Not Included)	0	0	0	0	0	0	0	0	0			
BIDDING AND CONSTRUCTION SUPPORT													
5.1	Construction Meetings (2 meetings)	0	0	0	0	8	0	0	0	8	\$ 119.90	\$ 799.90	* Mileage/Deliveries/Reproduction
5.2	Response to RFIs, RFC's and Change Order Reviews	0	0	0	0	8	0	0	0	8	\$ -	\$ 680.00	
5.3	As-Built Plans	0	0	0	0	8	0	0	0	8	\$ -	\$ 680.00	* Mileage/Deliveries/Reproduction
TOTAL ESTIMATED LABOR HOURS		0	0	8	0	108	0	0	0	116	\$ 239.80		
TOTAL ESTIMATED DESIGN COST (WITHOUT OPTIONS)												\$ 10,700.00	

Notes:

- Rates are subject to a 5% annual increase on January 1.
- Assumes two (2) meetings for the entire project.
- Assumes no advertisement and bidding required.
- Assumes a construction period of 30 working days.
- See letter proposal for additional assumptions.
- The cost of permits is not included in this proposal.

feeproposal.xls



January 28, 2019

Mr. Wendell E. Johnson, PE
Director of Public Works/City Engineer
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

2018.1112.0071.00

**SUBJECT: Proposal to Provide Additional Professional Engineering Services for
Various CIP 13-01 Roadway Improvement Measurements, Markings and Quantities**

Dear Mr. Johnson:

As requested, JMDiaz, Inc. is pleased to submit this proposal to provide professional engineering services for various CIP 13-01 roadway improvement locations in the City of Compton. Our proposal, which is effective for 90 days from the date of this letter, includes our proposed team, scope of services, fee and schedule.

Background

The City of Compton (City) proposes to resurface various locations within the following roadway segments (lengths as shown) as part of CIP 13-01 without plans but simply with field measurements and markings as well as revised quantities:

- Salinas Avenue – 1,050 feet
- Dern Avenue – 1,000 feet
- Riddle Avenue – 1,000 feet
- Grandee Avenue – 500 feet
- 151st Street – 1,350 feet
- 152nd Street – 1,350 feet
- Wilmington Avenue (Frontage Road) – 1,500 feet
- Nord Street – 730 feet
- Stockwell Street – 820 feet
- Carlin Avenue – 1,650 feet
- Euclid Avenue – 1,650 feet
- Saunders Street – 800 feet
- Pixley Street – 1,500 feet
- Thorson Avenue – 820 feet
- Bales Street – 500 feet
- Holly Avenue – 320 feet
- Locust Avenue – 1,170 feet
- San Mateo Street – 350 feet
- San Marcus Street – 350 feet
- San Luis Street – 350 feet
- Bradfield Avenue – 1,450 feet

Project Team

To develop this project concurrently and in an expeditious manner, we have assigned **Juan M. Diaz, PE** as the proposed Project Manager for this project. Juan understands the roadway improvement process and will ensure a fast-track schedule and comprehensive pavement improvement are developed on Bradfield Avenue. Juan will be supported by **Alvin Abad** who performed the design of the project for



January 28, 2019
Mr. Wendell E. Johnson, PE
Page 2

continuity and will work together to ensure that the project is promptly prepared to meet the current Contractor's schedule.

Scope of Work

Our proposed scope of work consists of the following tasks:

Task 1 – Field Measurements and Markings

JMD will conduct field measurements and markings within the proposed segments above. JMD will spray paint the proposed limits of improvements and take photographs to assist the Contractor in verifying the locations.

Task 2 – Quantity Estimates

JMD will prepare quantity estimates for the additional roadway improvement locations to determine the additional pavement quantities needed for CIP 13-01 improvements.

Task 3 – Construction Meetings

JMD will attend two (2) construction meetings pertaining to the proposed improvements.

Proposed Fee*

JMD will perform the Scope of Services outlined below for the following amounts (detailed in the Fee Proposal table enclosed at the end of this proposal) on a lump sum, not-to-exceed, basis by task (except for Optional Tasks) as follows:

Task 1 – Field Measurements and Markings	\$ 12,580.00
Task 2 – Quantity Estimates	\$ 1,540.00
Task 3 – Construction Meetings (up to 2 Meetings)	\$ 680.00
Other Direct Costs	\$ 557.00
TOTAL	\$ 15,357.00

Assumptions

- ☐ Rates are subject to a 5% annual increase on January 1 without increasing the project budget.
- ☐ Assumes two (2) meetings for this portion of the project.
- ☐ Assumes a construction period of 30 working days.
- ☐ The cost of permits is not included.

Schedule

JMD will work within the Contractor's construction schedule and estimates the project will be completed within **3 weeks** from obtaining the City's Notice to Proceed (NTP).



January 28, 2019

Mr. Wendell E. Johnson, PE

Page 3

If this proposal is acceptable to you, please sign below and return one signed original to me.

We are pleased to provide these services to the **City of Compton** and look forward to your favorable reply. Should you have any questions, please call me at (626) 820-1137.

Sincerely,

JMDiaz, Inc.

A handwritten signature in blue ink, appearing to read "Juan M. Diaz", written over a horizontal line.

Juan M. Diaz, MBA, PE
President/CEO

Agreed by,

City of Compton

Authorized Signature Date

JMD/dd

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Enclosure



Fee Proposal*

Various CIP 13-01 Roadway Improvement Measurements, Markings and Quantities

City of Compton

Submitted by JMD

January 28, 2019

TASK	DESCRIPTION	PRINCIPAL \$180	PROJECT MANAGER \$160	QA/QC MANAGER \$160	CONST INSPECTOR \$100	DES ENG \$85	DESIGNER/ CAD OPER \$70	CLERICAL \$45	INTERN \$45	TOTAL LABOR HOURS	DIRECT COSTS*	TOTAL COSTS	REMARKS
PRELIMINARY AND FINAL DESIGN													
1	Field Measurements and Markings	1	0	0	0	80	80	0	0	161	\$ 464.00	\$ 13,044.00	* Mileage/Deliveries/Reproduction
2	Quantity Estimates	1	0	0	0	16	0	0	0	17	\$ -	\$ 1,540.00	
BIDDING AND CONSTRUCTION SUPPORT													
3	Construction Meetings (up to 2 meetings)	0	0	0	0	0	0	0	0	0	\$ 92.80	\$ 772.80	* Mileage/Deliveries/Reproduction
TOTAL ESTIMATED LABOR HOURS		1	0	0	0	88	80	0	0	189	\$ 556.80		
TOTAL ESTIMATED DESIGN COST (WITHOUT OPTIONS)												\$ 15,357.00	

Notes:

- a Rates are subject to a 5% annual increase on January 1.
- b Assumes two (2) meetings for the entire project
- c Assumes no advertisement and bidding required
- d Assumes a construction period of 30 working days
- e See letter proposal for additional assumptions
- f The cost of permits is not included in this proposal

feeproposal.xls

February 19, 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 APPROVING AN AMENDMENT TO THE PUBLIC WORKS DEPARTMENT 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZE THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NV5 TO PROVIDE STREET DESIGN SERVICES FOR THE “PRIORITY STREETS” FROM THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT FISCAL YEARS 2018-2023 (\$99,000)

SUMMARY

Adoption of this resolution will approve an amendment to the Public Works Department 2018-2019 Fiscal Year budget to authorize a transfer of funds in the amount of Ninety Nine Thousand Dollars (\$99,000.00), amend the professional services agreement with NV5 to provide design services for the “Priority Streets” from the Annual Residential Street Design Project for Fiscal Years 2018-2023 and authorizing the establishment of a purchase order in the amount of \$99,000.00.

BACKGROUND

The City maintains approximately 173 centerline miles of pavement within the City limits. The City plans to utilize a variety of funds including but not limited to: Measure R, Measure M, State Gas Tax, SB1, Measure P, CDBG, & Prop. C funding. Some of the selected streets for design are located within areas defined as eligible activities within the City’s Community Development Block Grant (CDBG) qualified areas.

Annual Residential Street Rehabilitation Project Fiscal Years 2018-2023 work scope is to review the existing pavement condition, identify all distressed pavement areas, damaged curb-gutter and sidewalks, make recommendations as to the extent and type rehabilitation to be employed, and develop construction plans and specifications to effect the necessary recommended improvements. An engineer’s estimate and estimated construction duration are part of the deliverables.

On September 18, 2018, pursuant to Resolution No. 24,863, City Council authorized the City Manager to enter into a professional service agreement with NV5 to provide street design services for the Annual Residential Street Rehabilitation Project Fiscal Year 2018-2023 in the amount of \$518,000.

The City now desires to expedite the design services for certain residential street ("Priority Streets") which includes the following:

- Tajauta Avenue (Rosecrans Avenue to Compton Boulevard)
- Myrrh Street (Santa Fe to East City limits)
- Bradfield Avenue (Pixley Street to Compton Boulevard)
- Elva Avenue (Parmelee Avenue to 138th Street)
- Grandee Avenue (El Segundo Boulevard to 138th Street)
- Caldwell Street (Oleander Avenue to West City limits)
- Alondra Boulevard (Lime Avenue to East City limits)

NV5 intends to improve the selected streets in an expedited manner. The proposed pavement improvements may include grind and overlay or reconstruction depending on the current condition of each roadway segment.

The scope of work would include the following:

1.1 Project Meetings & Coordination

NV5 will have a kick-off meeting with City staff and the project team to review the project objectives, budget, schedule, the scope and approach. At the meeting, NV5 will establish a point of contact for the project and request all available information related to the project. NV5 will be available to attend progress meetings with City staff to review design plans and schedule.

1.2 Obtain Data & Review

NV5 will obtain all available information pertinent to the project. NV5 will rely on existing as-built plans and other City and utilities provided documentation to create the base map. The base map will then be confirmed during their field walks. The main objective is to have all existing improvements accurately depicted in our base map so that all constraints are considered during our design of the project.

1.3 Utility Notification & Coordination

NV5 will notify the utility companies regarding the proposed project and request utility information. NV5 will obtain information and establish record location of all utilities within the project limits. Utility coordination on the project will be ongoing and will generally consist of written notifications to utility companies and utility information request.

1.4 Aerial Topographic Survey

NV5 will perform an aerial topographic survey and prepare a base map at a scale of 1"=40'. The base map will identify existing improvements such as curb and gutter, manholes, water valves, and other appurtenant improvements within the street area.

1.5 Field Review

NV5 will conduct a field review of the project area. NV5 will take a close look at the streets recommended for grind & overlay and reconstruction. NV5 will review and through discussion with the City staff will select the best alternative for the pavement rehabilitation for the project. NV5 will identify the deteriorated pavement areas that need to be removed and reconstructed.

1.6 & 1.7 Preliminary Street Improvement Plans

Utilizing the above data and base plans, NV5 will prepare preliminary plans. The design will be supplemented by their field review of the project area to visually confirm and assess the project condition and identify specific improvements to be included in the project. The pavement rehabilitation may consist of remove & replace and grind & overlay with an Asphalt Rubber Hot Mix (ARHM).

Preliminary design plans (60% & 90%) will be prepared to conform to the general requirements of the City with consideration for the needs of the contractor's construction operations. Where applicable, the construction drawings will conform to the appropriate applicable design standards such as City, County, and State. Construction documents will comply with APWA Standard Specifications for Public Works Construction "Greenbook". The design plans at 60% and 90% completion levels will be submitted to City staff for review.

1.8 Final Street Improvement Plans

Upon City staff review and approval of the preliminary design, NV5 will proceed with the preparation of final design plans, specifications and cost estimates for submittal to the City.

1.9 Specifications

NV5 will prepare complete project specifications, including Special Provisions that specifies references to Greenbook and the City's format and standards.

1.10 Quantity and Cost Estimates

NV5 will provide complete construction quantity and cost estimates for the project. Estimates will be provided at 90% completion submittal and a final estimate with the final submittal.

1.11 Construction Support Services

Once the plans are approved and advertised, NV5 will assist City staff with bid/award activities, including responding to bidder questions, preparing addendums and evaluating construction bids.

NV5 will be available to attend pre-construction meetings and other meetings with staff as required. NV5 will provide responses to Requests for Information (RFI's) and review submittals.

OT.1 Pavement Investigation

NV5 understand the City recently completed a Pavement Management Program prepared by Bucknam Infrastructure Group. NV5 will review the recently completed Pavement Management Study report and will conduct a field review and if determined necessary, NV5 will provide pavement investigation to identify the locations of distressed pavement areas, and make recommendations as to the extent and type of rehabilitation to be employed. NV5 will perform a geotechnical reconnaissance of the site and advancing up to seven (7) soil borings, one for each street at strategic locations to observe the existing pavement thickness and soil conditions beneath the project site and to facilitate collection of sub-grade soil samples for lab testing. The results of our field and laboratory testing will be provided in a report including the following:

- Thickness of asphalt
- Site soil characterization
- R-Value of subgrade soils
- Pavement section recommendations

Recommendations for rehabilitating the pavements will be offered, which may consist of a combination of remove & replace and grind & overlay with an Asphalt Rubber Hot Mix (ARHM).

STATEMENT OF ISSUE

In order for the City Manager to amend the 2018-2019 Fiscal Year budget to authorize a transfer of funds in the amount of Ninety Nine Thousand Dollars (\$99,000.00) within the Public Works Department budget, amend the professional services agreement with NV5 to provide design services for the "Priority Streets" from the Annual Residential Street Design Project for Fiscal Years 2018-2023 and authorizing the establishment of a purchase order in the amount of \$99,000.00, City Council's authorization necessary.

ALTERNATIVE

There are no other alternatives being recommended at this time. The City's pavement condition is in dire need of immediate rehabilitation. The pavement design services will address these needs and develop the construction documents to begin the necessary roadway pavement rehabilitation pursuant to the Annual Residential Street Rehabilitation Project Fiscal Years 2018-2023.

FISCAL IMPACT

The Public Works 2018-2019 Fiscal Year Budget will be amended to transfer the following funds:

From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1528-710-000-4266	Contract Services	\$99,000

To:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1528-710-000-4262	Other Professional Services	\$99,000

Funds in the amount of \$99,000 will be available in the Public Works 2018-2019 fiscal year budget in Account No. 1528-710-000-4262.

RECOMMENDATION

Staff recommends 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 APPROVING AN AMENDMENT TO THE PUBLIC WORKS DEPARTMENT 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZE THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NV5 TO PROVIDE STREET DESIGN SERVICES FOR THE “PRIORITY STREETS” OF THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT FISCAL YEARS 2018-2023 (\$99,000)

WHEREAS, the City maintains approximately 173 centerline miles of pavement within the City limits; and

WHEREAS, the City plans to utilize a variety of funds; including but not limited to, Measure R, Measure M, State Gas Tax, SB1, Measure P, CDBG, & Prop. C. Some of the selected streets for design are located within areas defined as eligible activities within the City’s Community Development Block Grant (CDBG) qualified areas; and

WHEREAS, the Annual Residential Street Rehabilitation Project Fiscal Years 2018-2023 work scope is to review the existing pavement condition, identify all distressed pavement areas, damaged curb-gutter and sidewalks, make recommendations as to the extent and type rehabilitation to be employed, and develop construction plans and specifications to effect the necessary recommended improvements as well as an engineer’s estimate and estimated construction duration are part of the deliverables; and

WHEREAS, on September 18, 2018, pursuant to Resolution No. 24,863, City Council authorized the City Manager to enter into a professional service agreement with NV5 to provide street design services for the Annual Residential Street Rehabilitation Project Fiscal Year 2018-2023 in the amount of \$518,000; and

WHEREAS, the City now desires to expedite the design services for certain residential street (“Priority Streets”) which includes the following:

- Tajauta Avenue (Rosecrans Avenue to Compton Boulevard)
- Myrrh Street (Santa Fe to East City limits)
- Bradfield Avenue (Pixley Street to Compton Boulevard)
- Elva Avenue (Parmelee Avenue to 138th Street)
- Grandee Avenue (El Segundo Boulevard to 138th Street)
- Caldwell Street (Oleander Avenue to West City limits)
- Alondra Boulevard (Lime Avenue to East City limits); and

WHEREAS, NV5 intends to improve the selected streets in an expedited manner. The proposed pavement improvements may include grind and overlay or reconstruction depending on the current condition of each roadway segment; and

WHEREAS, the scope of work would include the following:

- Project Meetings & Coordination
- Obtain Data & Review
- Utility Notification & Coordination
- Aerial Topographic Survey
- Field Review
- & 1.7 Preliminary Street Improvement Plans
- Final Street Improvement Plans
- Specifications
- Quantity and Cost Estimates
- Construction Support Services
- Pavement Investigation; and

WHEREAS, the Public Works 2018-2019 Fiscal Year Budget will be amended to transfer the following funds:

From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1528-710-000-4266	Contract Services	\$99,000

To:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1528-710-000-4262	Other Professional Services	\$99,000; and

WHEREAS, funds in the amount of \$99,000 will be available in the Public Works 2018-2019 fiscal year budget in Account No. 1528-710-000-4262; and

WHEREAS, the City's pavement condition is in dire need of immediate rehabilitation. The pavement design services will address these needs and develop the construction documents to begin the necessary roadway pavement rehabilitation pursuant to the Annual Residential Street Rehabilitation Project Fiscal Years 2018-2023.

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 professional services agreement with and establish a purchase order for NV5 to provide street design services for the "Priority Streets" from the Annual Residential Street Rehabilitation Project Fiscal Years 2018-2023 in the amount not to exceed \$99,000.

SECTION 2. That the Public Works 2018-2019 Fiscal Year Budget will be amended to transfer the following funds:

From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1528-710-000-4266	Contract Services	\$99,000

To:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1528-710-000-4262	Other Professional Services	\$99,000; and

SECTION 3. That funds in the amount of \$99,000.00 will be available in the Public Works 2018-2019 Fiscal Year's budget in Account No. 1528-710-000-4262.

SECTION 4. That a purchase order in the amount of Ninety Nine Thousand Dollars (\$99,000.00) shall be established for NV5 for services rendered.

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.

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

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
NV5**

This **FIRST AMENDMENT** to the Professional Services Agreement is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**CITY**”) and **NV5** (hereinafter referred to as “**CONSULTANT**”).

RECITALS:

WHEREAS, the City implemented the Annual Residential Street Rehabilitation Project Fiscal Years 2018-2023; and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced engineering firm to act as the City’s Engineer for this project and be responsible to provide design engineering services for the Annual Residential Street Rehabilitation Project; and

WHEREAS, by Resolution No. 24,863, adopted on the 18th of **September** 2018, the City Council authorized the City Manager to accept the proposal of the Consultant (NV5) and enter into a contract to provide the necessary services; and

WHEREAS, the City now desires to expedite the design services for certain residential street (“Priority Streets”); and

WHEREAS, NV5 intends to improve the selected streets in an expedited manner. The proposed pavement improvements may include grind and overlay or reconstruction depending on the current condition of each roadway segment; and

WHEREAS, the parties desire to amend the original Agreement to expedite the design services for certain residential street (“Priority Streets”) and extend the terms of the Agreement until project completion and provide additional compensation in the amount of \$99,000 for services rendered during the extended term of the Agreement.

NOW, THEREFORE, Consultant and City, for the consideration, terms and conditions herein described, do hereby mutually agree to amend the original Agreement as follows:

AMENDMENTS:

1. The parties agree to amend **Section 1 – Services to be rendered by Consultant** of the original Agreement to identify the services to be rendered by the Consultant during the extended term of the Agreement, as specified in **Consultant’s “Proposal for Professional Engineering Design Services for Annual Street Rehabilitation, City of Compton” correspondence, dated December 12, 2018**, which is attached hereto and incorporated herein.

2. The parties agree to amend **Section 2 – Duration of Contract** of the original Agreement to extend the term of the Agreement to continue provisions of the contracted services to completion, including, but not limited to the mutually accepted final contract figures, filing of the Notice of Completion.

with the Los Angeles County Recorder's Office and processing the City's authorization for release of the Project construction contractor's retention funds withheld for this Project.

3. The parties agree to amend **Section 3 – Compensation** of the original Agreement to provide additional compensation to Consultant for services rendered during the extended term of the original Agreement, as specified above, in the not-to-exceed amount of Ninety Nine Thousand Dollars (\$99,000).

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

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

NV5/CONSULTANT

Dated: _____

By _____
Todd George, P.E., Senior Vice-President

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

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk



December 12, 2018

Mr. John Strickland, Project Manager
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

**SUBJECT: PROPOSAL FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR
ANNUAL STREET REHABILITATION, CITY OF COMPTON**

Dear Mr. Strickland:

In response to your request, we are pleased to present this proposal to perform professional engineering design services for the following priority streets:

1. N Tajauta Avenue (Rosecrans to Compton Blvd)
2. Myrrh (Santa Fe to East City Limit)
3. Bradfield Avenue (Pixley Street to Compton Blvd)
4. Elva Avenue (Parmelee to 138th Street)
5. Grandee Avenue (El Segundo to 138th Street)
6. Caldwell Street (Oleander to West City Limit)
7. Alondra Blvd (Lime to East City Limit)

PROJECT UNDERSTANDING

We understand that the City intends to improve selected streets as listed above in an expedited manner. The proposed pavement improvements may include grind and overlay or reconstruction depending on the current condition of each roadway segment.

SCOPE OF WORK

Our scope of work is anticipated to be as follows:

1.1 - Project Meetings & Coordination

At the start of the project, we will have a kick-off meeting with City Staff and the project team to review the project objectives, budget, schedule, the scope and approach. At this meeting, we will establish a point of contact for the project and request all available information related to the project. We will be available to attend progress meetings with City staff to review design plans and schedule.

1.2 - Obtain Data & Review

We will obtain all available information pertinent to the project. We will rely on existing as-built plans and other City and utilities provided documentation to create the base map. The base map will then be confirmed during our field walks. The main objective is to have all existing improvements accurately depicted in our base map so that all constraints are considered during our design of the project.

1.3 - Utility Notification & Coordination

We will notify the utility companies regarding the proposed project and request utility information. We will obtain information and establish record location of all utilities within the project limits. Utility coordination on the project will be ongoing and will generally consist of written notifications to utility companies and utility information request.

1.4 - Aerial Topographic Survey

We will perform an aerial topographic survey and prepare base map at a scale of 1"=40'. The base map will identify existing improvements such as curb and gutter, manholes, water valves, and other appurtenant improvements within the street area.

1.5 - Field Review

We will conduct a field review of the project area. We will take a close look at the streets recommended for grind & overlay and reconstruction. We will review and through discussion with the City will select the best alternative for the pavement rehabilitation for the project. We will identify the deteriorated pavement areas that need to be removed and reconstructed.

1.6 & 1.7 - Preliminary Street Improvement Plans

Utilizing the above data and base plans, we will prepare preliminary plans. The design will be supplemented by our field review of the project area to visually confirm and assess the project condition and identify specific improvements to be included in the project. The pavement rehabilitation may consist of remove & replace and grind & overlay with an ARHM.

Preliminary design plans (60% & 90%) will be prepared to conform to the general requirements of the City with consideration for the needs of the contractor's construction operations. Where applicable, the construction drawings will conform to the appropriate applicable design standards such as City, County, and State. Construction documents will comply with APWA Standard Specifications for Public Works Construction "Greenbook". The design plans at 60% and 90% completion levels will be submitted to the City for review.

1.8 - Final Street Improvement Plans

Upon City review and approval of the preliminary design, we will proceed with the preparation of final design Plans, specifications and cost estimate for submittal to the City.

1.9 - Specifications

We will prepare complete project specifications, including Special Provisions that specifies references to Greenbook and per City's format and standards.

1.10 - Quantity and Cost Estimates

We will provide complete construction quantity and cost estimates for the project. Estimates will be provided at 90% completion submittal and a final estimate with the final submittal.

1.11 - Construction Support Services

Once the plans are approved and advertised, we will assist City staff with bid/award activities, including responding to bidder questions, preparing addendums and evaluating construction bids.

We will be available to attend pre-construction meetings and other meetings with staff as required. We will provide responses to Requests for Information (RFI's) and review submittals.

OT.1 - Pavement Investigation (Optional Task)

We understand the City recently completed a Pavement Management Program prepared by Bucknam Infrastructure Group. We will review the recently completed Pavement Management Study report and will conduct a field review and if determined necessary, we will provide pavement investigation to identify the locations of distressed pavement areas, and make recommendations as to the extent and type of rehabilitation to be employed. We will perform a geotechnical reconnaissance of the site and advancing up to seven (7) soil borings, one for each street at strategic location to observe the existing pavement thickness and soil conditions beneath the project site and to facilitate collection of sub-grade soil samples for lab testing. The results of our field and laboratory testing will be provided in a report including the following:

- Thickness of asphalt
- Site soil characterization
- R-Value of subgrade soils
- Pavement section recommendations

Recommendations for rehabilitating the pavements will be offered, which may consist of a combination of remove & replace and grind & overlay with an Asphalt Rubber Hot Mix (ARHM).

Firm's Management Philosophy

We use a somewhat unique management approach among those firms who specialize exclusively in municipal and public works design engineering. Our company's primary management philosophy is to achieve a high professional standard in all of our activities. We enjoy experiencing the close relationships that develop within a small group of compatible people working toward a common goal.

All projects are managed directly by the firm's principal. In addition to enhancing the project team with extensive municipal project experience, this principal level involvement also reinforces the firm's commitment to quality and efficiency.

Project progress meetings are held at our office as needed to review the status of the project with the project managers and team members. These meetings will enable us to identify any additional help required, in case the project needs additional resources to stay on target. Also design concepts are discussed among all senior engineers including our experienced construction management team to ensure a concise and constructible set is delivered to the City.

FEE

FEE PROPOSAL		
TASK	DESCRIPTION	FEE
1.1	Project Meetings and Coordination	\$3,110
1.2	Data Collection and Review	\$1,780
1.3	Utility Notification and Coordination	\$2,450
1.4	Aerial Topographic Survey	\$19,500
1.5	Field Review	\$3,000
1.6	Prepare 60% Plans	\$32,830
1.7	Prepare 90% Plans	\$12,110
1.8	Prepare Final Plans	\$6,340
1.9	Prepare Specifications	\$2,520
1.10	Prepare Quantities and Cost Estimate	\$2,360
1.11	Construction Support Services	\$3,000
	TOTAL	\$89,000
Optional Task		
OT.1	Pavement Investigation	\$10,000

Note: The design work for the above listed streets will done in conjunction with the design of the other residential streets currently under contract with the City. The design of the above listed streets will be expedited and will be considered a priority with a separate PS&E package.

On behalf of the principals and staff of NV5, we thank you for the opportunity to submit our proposal. If you should have any questions or require additional information, please feel free to contact me at (949) 588-0477 or david.niknafs@NV5.com.

Respectfully Submitted,

Accepted & Approved by:

NV5

City of Compton



David Niknafs, P.E.
Director of Operations

Print Name & Title

Signature

Date