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
03/26/2019
5:30 PM

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. CERTIFICATE PRESENTATION - Alesha Briggs, Giving Youth Opportunities (Councilwoman Tana McCoy)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

2. FEBRUARY 19, 2019

3. MARCH 5, 2019

CITY ATTORNEY

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH PURCHASE ORDERS TO VENDORS FEDERAL EXPRESS ($1,000) AND ITCONNECT ($2,500) FOR THE PROCUREMENT OF SUPPLIES AND COMPUTER EQUIPMENT

WATER DEPARTMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO VULCAN MATERIALS COMPANY FOR THE FURNISHING AND DELIVERY OF COLD MIX ASPHALT SUPPLIES FOR THE CITY'S WATER DISTRIBUTION SYSTEM ($4,519.00).

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO VULCAN MATERIALS COMPANY FOR THE FURNISHING AND DELIVERY OF SAND AND AGGREGATE SUPPLIES FOR THE CITY'S WATER DISTRIBUTION SYSTEM ($2,092.25).

REGULAR AGENDA

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PROVIDE PARAMEDIC AND COMMAND VEHICLE MAINTENANCE AND REPAIR FOR THE REMAINDER OF FISCAL YEAR 2018-2019 ($30,000.00)

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ACCEPTING A GIFT FROM VOLUNTEERS OF AMERICA GREATER LOS ANGELES TO PROVIDE GENERAL BUILDING MAINTENANCE AT 600 NORTH ALAMEDA ($70,000.00)

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A DONATION AGREEMENT ACCEPTING A GRANT FROM KABOOM!, INC. OF THE PARTS AND INSTALLATION OF A NEW PLAYGROUND WORTH AN ESTIMATED VALUE OF SEVENTY THOUSAND DOLLARS ($70,000)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 4/2/2019 @ 5:30 PM

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

FEBRUARY 19, 2019

The Closed Session Compton City Council meeting was called to order at 4:43 p.m. in the City Hall Council Chambers by Mayor Aja Brown. The Pledge of Allegiance and Moment of silence ceremonies were also led by Aja Brown.

ROLL CALL

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

Other Officials Present: C. Cornwell, V. McDaniel, C. Rhambo, Jr.

On motion by McCoy, seconded by Zurita, the Council voted to recess to closed session by the following vote on roll call:

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

CLOSED SESSION AGENDA ITEMS

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

City Attorney Craig Cornwell requested that the Council approve the closed session items to discuss matters pursuant to California Government Code Section 54956.8 and Section 4956.9.

On motion by Zurita, seconded by McCoy, the City Council voted to approve the closed session by the following vote on roll call:

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

<u>AUDIENCE COMMENTS ON CLOSED SESSION AGENDA ITEMS</u>

Robert Ray, Compton resident, commented that there are numerous homeless individual living at the property at 250 N. Central and questioned whether the city plans to demolish the building.

RECESS TO CLOSED SESSION

The City Council recessed to closed session at 4:44 p.m. and reconvened at 6:42 p.m.

Mayor Brown called the regular City Council meeting to order at 6:42 p.m. The Pledge of Allegiance was led by Mayor Aja Brown.

ROLL CALL

Councilmembers Present: Galvan, Zurita, McCoy, Brown
Councilmembers Absent: Sharif

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported out that the entire City Council was present for the closed session negotiations with the exception of Councilperson Sharif and further stated that with respect to **property negotiations: 501-515 E. Compton Boulevard, Compton, CA**, the Council unanimously agreed to continue with negotiations using low-cost housing bond proceeds, pursuant to California Government Code Section 54956.8.

City Attorney Cornwell further reported that relating to **property negotiations: 250 N. Central Avenue,** the City Council unanimously agreed to continue with negotiations including using low-cost housing bond proceeds, Pursuant to California Government Code Section 54956.8.

City Attorney Cornwell concluded by reporting that pursuant to California Government Code Section 54956.9, with regard to the conference with legal counsel-existing litigation of **Los Angeles Regional Water Quality Control Board vs. City of Compton, Complaint No. R4-2019-0004**—No reportable action taken in this matter. In the matter of **Barnes v. City of Compton, LASC Case No. 18STCV02796**—the City Council unanimously voted to engage **Special Counsel, Pettit Kohn** in this matter pursuant to California Government Code Section 54956.9.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton Resident, addressed the City Council regarding agenda item number 5 (mandatory recycling), stating that people have been roaming the city stealing recyclables from recycling bins. Mr. Ray stated that he considers this to be petty theft, and urged the Sherriff's Department to make arrests for these crimes. He then commented that local liquor stores are required to have proper lighting, video cameras and a uniformed guard at night; however, Code Enforcement does not operate at night, so the laws and rules are not being enforced. Mr. Ray urged the city to hire additional Code Enforcement Officers to patrol at night and on weekends to enforce the laws, adding that the funds received from citations could be used to pay the salaries of the officers.

Freddy Soto, Compton resident, spoke before the Council regarding marijuana dispensaries and urged the city to legalize marijuana dispensaries and use the funds derived from cannabis sales to repair the potholes and improve street lighting. Mr. Soto then noted that the streets are in such bad condition that they should be declared an emergency as they are creating unsafe driving conditions for the residents, and most importantly the emergency vehicles travelling over the dilapidated streets. Mr. Soto concluded by requesting that the trees be trimmed on Essey Street.

Mayor Brown commented that street reconstruction is currently being performed and the city is continuing to vigorously address the issue. Mayor Brown further indicated that the residents must be provided with a timeline for the street repairs, and further requested a weekly pothole repair assessment for the benefit of the community.

Councilman Galvan requested that the City Manager and the City Attorney declare a state of emergency and prepare a budget line item for a minimum of $300,00 to $500,000 designated as emergency funds specifically earmarked to repair the potholes. Councilman Galvan assured the community that the entire Body wishes to work together to fix the potholes, which is a priority for everyone of this Dias, adding that the residents have been suffering far too long.

Benjamin Holifield-President, Compton Business Chamber of Commerce, addressed the City Council stating that he drives all over the city and performed a survey in the industrial area which is riddled with potholes, and further indicated that the businesses in the area are willing to join the city in repairing the potholes. Mr. Holifield urged the Council to declare a state of emergency, and further indicated that the City Treasurer and City Controller should be required to submit weekly reports on the city's finances.

Bishop L. J. Guillory, Ombudsman International, addressed the Council and noted that the City is over 100 years old, as the city still has wooden pipes. Mr. Guillory indicated that the citizens must slow down and carefully travel over the streets while the repairs are taking place. Mr. Guillory noted that everyone on the Council supported Measure P and the citizens are aware that we need funds to repair the streets, noting that everyone must work together to develop a plan to repair the streets of the community.

Maria Villareal, Latino Chamber of Commerce, addressed the City Council stating that she has lived in Compton since 1970 and she has never experienced such negativity and disrespect as shown a "Bishop" in the audience during a previous Council meeting. Ms. Villareal then commented that she will not be intimidated and continue to provide assistance to the residents and continue her work to improve the lives of the people of the community.

Justin Blakely, Compton resident, informed the City Council that he has prevailed in his lawsuit against the city to be declared as an official candidate for the upcoming election on April 16, 2019. Mr. Blakely introduced himself to the community and presented his qualifications as a candidate for City Council District 4, indicating that his sole intention is to serve and represent his community and make positive changes to improve the lives of everyone in Compton.

J. B. Wagoner, Representative for Mid Cities Association, addressed the City Council regarding agenda item Number 8 (lease agreement with Mid-Cities Association) and indicated that his organization has been assisting and offering services to individuals with intellectual disabilities since 1954. Mr. Wagoner urged the Council to approve the item, so they may continue to work and improve the lives of individuals and their families.

Craig Henry, Compton resident, spoke before the Council noted that he has been in Compton over 50 years and there have always been potholes in the city. This administration has inherited the pothole situation. Mr. Henry then stated that some progress is being made and, as a citizen, it insults his intelligence when individuals continue to act as if nothing is happening, adding that there are positive changes taking place in Compton. Mr. Henry then stated that he has learned to be a good citizen adding that a good citizen respects the Dias and concluded that he prays for the day that the entire Dias will work together as a team.

Synetta Farley, Compton resident, approached the City Council and reminded them that they are one Honorable Body, and must conduct themselves accordingly. Ms. Farley proceeded to state that when the City Council decides to work together in harmony, they will be able to move the city forward much faster and set goals and priorities for the city.

Mary Edwards, Compton resident, addressed the City Council and indicated that she has been unable to view the meetings via the internet. She stated that she campaigned for Measure P and is satisfied to see that pot hole repair is a priority for the city. Ms. Edwards concluded by stating that she would like to see all the major thoroughfares as nice and smooth as Central Avenue.

CONSENT AGENDA

CITY CONTROLLER

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHARE ORDER TO TOTAL COPORATE SOLUTIONS FOR CABLING INSTALLATION ON NEW OFFICE CUBICLES FOR CITY CONTROLLERS DEPARTMENT IN CITY HALL ($15,427.94) **(Approved Resolution Number 24,938)**

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) **(Approved Resolution Number 24,939)**

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) **(Approved Resolution Number 24,940)**

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 **(Approved Resolution Number 24,941)**

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) **(Approved Resolution Number 24,942)**

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

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

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

On motion by McCoy, seconded by Galvan, the public hearing was scheduled for **March 19, 2019 at 6:00 p.m.** by the following vote on roll call:

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

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

Councilman Galvan requested that the item be removed from the agenda, so that he may have an opportunity to receive additional information.

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

On motion by Zurita, seconded by McCoy, **Resolution Number 24,943** entitled **'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 SERVICE'** was adopted by the following vote on roll call:

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

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

On motion by McCoy, seconded by Zurita, **Resolution Number 24,944** entitled **'A RESOLUTION 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'** was adopted by the following vote on roll call:

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

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)

It was moved by McCoy, that the resolution be approved. **Mayor Brown** stepped from the Chair to second the motion.

Councilman Galvan commented on several incidents and posts previously highlighted on social media which stated that certain members of the Council were not committed towards working to repair the streets. Councilman Galvan asserted that nothing could be further from the truth, as the entire City Council is completed determined and focused on repairing and improving the streets as expeditiously as possible.

Mayor Brown requested as update on the discussions between the City with Cal Trans regarding the upgrades and repairs required for the on and off ramps 91 Freeway. Mayor Brown then indicated that she is thrilled that the entire City Council is eager to move forward and work together to expeditiously repair the streets of the city.

Resolution Number 24,945 entitled **'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'** was adopted by the following vote on roll call:

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

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)

On motion by Zurita, seconded by Galva, **Resolution Number 24,946** entitled '**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'** was adopted by the following vote on roll call:

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

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)

On motion by McCoy, seconded by Zurita, **Resolution Number 24,947** entitled **'A RESOLUTION 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'** was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Thanked Councilman Galvan for defending himself and the Council and affirming that the entire City Council is committed and dedicated to improving the streets as quickly as possible

- Announced that the Dollarhide Community Center Seniors will be hosting a trip to Morongo Casino on February 23, 2019—contact (310) 605-5668 for further details

- Announced that Gonzales park has received a generous grant from Southern California Edison to provide for an energy efficient pool cover and the L. A. Dodgers Corporation has also provided a very generous grant to assist with renovating the baseball stadium and also providing uniforms and other equipment for the baseball players in the youth program

- Invited the community to attend her Town Hall meeting at Gonzales park, 1001 W. Cressey Street on March 6, 2019 from 6 to 8 p.m. to discuss the rehabilitation of Gonzales park and community involvement of the KaBOOM Project which provides a generous grant for the park improvement

- Commented that the residents of the community are very wise and they know who is vested in the city and further commented that she is dedicated and is honored to continue to serve the citizens of Compton

Councilperson Galvan offered the following communications/announcements:

- Thanked the Councilmembers for attending the wonderful Valentine's Day Luncheon—indicating that over 125 Seniors enjoyed fabulous free food, live entertainment, dancing and a photo booth

- Adjourn in memory of **Elvis Gonzales, Don Newcomb** and **Chicuelina** of **la opinion publications**

<u>Adjournment</u>
Elvis Gonzales
Don Newcomb
Chicuelina

WAIVER OF AGENDA TO CONSIDER – SUBSEQUENT NEED ITEM

It was moved by McCoy that the agenda be waived to consider a subsequent need item. Mayor Brown stepped from the Chair to second the motion which was approved by the following vote on roll call:

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

WAIVER OF FEES FOR REPASS SERVICES FOR ELVIS GONZALES

On motion by McCoy, seconded by Galvan, the City Council voted to waive the fees for repass services for Elvis Gonzales by the following vote on roll call:

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

(*Councilmember Zurita exited the meeting at 7:50 p.m. and returned at 7:56 p.m.*)

Councilperson McCoy offered the following communications/announcements:

- Provided the City Manager with a list denoting the streets where the street signs were removed by Southern California Edison, and must be replaced as soon as possible

- Announced that she attended the Sunny Cove block club meeting whereby the residents stated that they submitted a petition calling for speed bumps over a year ago, however, they have not received the speed bumps

- Invited the community to join her for the 3rd Annual Black History Paint and Play Party on February 22, 2019 at 2516 W. Alondra---all activities will be centered around the Black History Month celebration –contact: Venita Alsenat at 310-605-5612 for further details

- Announced that on March 9, 2019 she will be hosting a Mothers with Sons Symposium to assist Mothers coping with the loss of their sons, as well as Mothers raising gifted and special needs son on March 9, 2019 from 10 a.m. to 2 p.m. at 2516 W. Alondra Boulevard, Compton

- Adjourn in memory of **Dorothy Perrodin, Keith Rodgers** and **Joseph Holmes, Jr.**

Adjournment
Dorothy Perrodin
Keith Rodgers
Joseph Holmes, Jr.

ADJOURNMENT

On motion by McCoy, seconded by Galvan the meeting was adjourned in the memory of **Dorothy Perrodin, Joseph Homes, Jr., Keith Rodgers, Elvis Gonzales, Chicuelina** and **Don Newcomb** at 8:09 p.m. by the following vote on roll call:

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

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

MARCH 5, 2019

The Compton City Council meeting was called to order at 5:40 p.m. in the Council Chambers of City Hall by Mayor Pro Tem Janna Zurita. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Janna Zurita.

ROLL CALL

Council Members Present – Zurita, McCoy, Sharif
Council Members Absent – Galvan (Entered at 6:10 p.m.), **Brown**

Other Officials Present: C. Cornwell, V. McDaniel, C. Rhambo, Jr.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident and American Red Cross Ambassador, spoke regarding emergency preparedness and noted that everyone must have an emergency preparedness kit at home and be prepared to shelter in place for several days. Mr. Ray then announced that he will be offering a presentation regarding disaster preparedness on March 16, 2019 at Burrell MacDonald Park, 2516 W. Alondra Blvd. beginning at 3 p.m. He noted that the Red Cross Disaster Action Team is requesting volunteers, further indicating that if enough people sign up for the team, Compton will be provided with a disaster response vehicle. Mr. Ray further requested that the residents email him for further information at: Robert.ray@redcross.org or call (424) 338-3160 or the American Red Cross at (562) 490-5000. For free smoke detector alarms contact: redcross.org.

Benjamin Holifield, President, Compton Business Chamber of Commerce, presented pictures depicting the tall grass near the grand opening of the new restaurant on Compton Boulevard and urged the city to clear the weeds and tall grass throughout the city. Mr. Holifield also suggested that the city hire additional Code Enforcement Officers who will patrol in the evening and weekends. Mr. Holifield concluded by requesting that the city repair/replace the buses for the Seniors at the Dollarhide Community Center.

Adolpho Varas, Latino Chamber of Commerce, thanked the City Council for acknowledging and commending the Grand Opening of Juanillos Mexican Grill located at 510 W. Compton Boulevard. He also commended Councilperson Sharif and the Mayor and Council for supporting local businesses, which in turn promotes a vibrant economy in Compton. Mr. Varas then announced that the Latino Chamber of Commerce will be holding at Grand Re-opening of the Latino Chamber of Commerce on April 1, 2019 at 2 p.m. and invited the City Council and the entire community to attend. He then announced that the next meeting of the Small Business Crime Prevention program will be on March 30, 2019. Mr. Varas also mentioned that the Latino Chamber of Commerce will begin circulating the LCC Compton Business Insider Magazine to promote growth and prosperity in the city, indicating that over 100,000 copies will be circulated to the residents of the City of Compton.

Tony Branson, President of the Compton Firefighters Association, spoke regarding the labor contract which was ratified on the January 22, 2019; however, since that time, there has been no movement on the terms of the contract. Mr. Branson asserted that he has spoken with the City Controller regarding the issuance of the pay increase, however, the Controller expressed uncertainty about the timeline for the disbursement of the rate increase and the retroactive pay. Mr. Branson urged the city to move forward with the rate increases for the employees.

Mayor Pro Tem Zurita commented that the rate increases should be given to the employees in a timely manner and questioned the delay.

City Manager Cecil Rhambo, Jr. responded that the 3-year retroactive pay increase owed to the employees involves a significant amount, which may require a budget amendment to facilitate the payments. Mr. Rhambo further indicated that he will be meeting with the City Controller the following day to discuss the matter.

Maria Villarreal, Latino Chamber of Commerce, thanked Emma Sharif for attending the recently held Grand Opening of Juanillos Mexican Grill. Ms. Villareal spoke regarding agenda item Number 2 (Code Enforcement presentation) stating her personal vehicles are being targeted and cited by aggressive Code Enforcements Officers near her home. Ms. Villareal noted that certain individuals are committing parking violations, however, those vehicles are not ticketed.

Roberto Rodriguez, Teacher at Compton Youth Build, mentioned the many programs at Compton Youth Build, stating that the center is offering an evening construction training program for individuals 25 to 30, as well as an educational program for those individuals that wish to study in order to receive their High School Diploma. Mr. Rodriguez indicated that with the present economy, many young people leave school, but do not know how to return. He further indicated that Sarah Silva and Ms. Hugh will receive a $1.1 million grant from the department of labor, which will be used to assist the young people of the community.

David Irons, Compton resident, announced that he has formed the Compton-Richland Farms Historical Landmark Committee. Mr. Irons then commented that it is illegal for the city to change the name of the Compton Municipal Stadium to the Jackie Robinson Stadium.

Pastor Michael J. Fisher, Great Zion Church Family, addressed the Dias and introduced Ms. Alicia Rivers as the new Political Affairs Liaison. Pastor Fisher announced that L. A. Metro has received $2 Billion to perform a complete overhaul of the metro transportation system, and Greater Zion will be holding a meeting on May 7, 2019 from 4 to 7 p.m. at Greater Zion Church to receive input from the community regarding the improvement. Pastor Fisher then indicated that this metro construction will significantly affect Compton, thusly, community input is requested and necessary for the project. Pastor Fisher then announced that Greater Zion Church will be hosting a candidate's forum for the upcoming election on March 21, 2019 at 6:30 p.m. During the forum, residents will be able to ask questions and discuss issues and policies, adding that the forum will be in conjunction with a podcast and Hub City Radio.

Mayor Pro Tem Zurita thanked Pastor Fisher for hosting a neutral-ground and unbiased candidate's forum.

Bishop Leroy Guillory, Compton resident, spoke regarding the growth and development of the City in recent years under the leadership of the present City Council. Mr. Guillory stated that he was born and raised in Compton and is proud to be a resident of the city. Mr. Guillory expressed his disdain for those that continually address the City Council and attempt to degrade the city. He urged those that love Compton to stand up and fight to improve the City of Compton.

Lynn Boone, Compton resident, noted that Compton is a Charter City and each of the Councilmembers are supposed to be leaders, as the power of the city is vested in the City Council. Ms. Boone then indicated that the main candidate's forum is given by outsiders and no one says anything about that fact. Ms. Boone urged everyone to purchase a City Charter which details the duties of the City Council and city government.

<u>CONSENT AGENDA</u>

<u>GENERAL SERVICES</u>

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANGER TO AMEND THE LEASE AGREEMENT WITH THE ASSEMBLY COMMITTEE ON RULES, CALIFORNIA STATE ASSEMBLY TO EXTEND THE TERM OF THE LEASE FOR TWELVE (12) MONTHS FOR DISTRICT OFFICE SPACE IN COMPTON CITY HALL

On motion by McCoy, seconded by Sharif, **Resolution Number 24,953** entitled **'A RESOLUTION THE CITY MANGER TO AMEND THE LEASE AGREEMENT WITH THE ASSEMBLY COMMITTEE ON RULES, CALIFORNIA STATE ASSEMBLY TO EXTEND THE TERM OF THE LEASE FOR TWELVE (12) MONTHS FOR DISTRICT OFFICE SPACE IN COMPTON CITY HALL'** was adopted by the following vote on roll call:

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

REGULAR AGENDA

CITY MANAGER'S REPORT

2. PRESENTATION - CODE ENFORCEMENT, PARKING AND SECURITY

Anthony Ward, Code Enforcement Department, presented a power point presentation providing a brief overview of the Code Enforcement Department. Mr. Ward stated that the Code Enforcement Division's main purpose is to enforce the property maintenance section of the Compton Municipal Code throughout the residential areas of the city. Code enforcement is committed to ensure that owners maintain their property which helps protect citizens' health, safety and public welfare. Code Enforcement has a direct impact on preserving the livability and property values of the City of Compton neighborhoods by enforcing the Compton Municipal Code and all application regulations.

Mr. Ward detailed the personnel additions and patrol improvements instituted by Code Enforcement involving parking and security:

- Hired **6** new Parking Enforcement Officers
- Hired **3** new Security Officer
- Increased enforcement --
  Deployed Monday through Saturday
  Mondays – 5:00 a.m. to 7:00 p.m.
  Tuesdays thru Fridays – 5:00 a.m. to 7:00 p.m.
  Saturdays – 10:00 a.m. to 7:00 p.m.

Mr. Ward further indicated that parking revenue has increased since the department hired additional Parking Enforcement Officers. Mr. Ward concluded by noting that some of the goals of the department is to be responsive and effective to all community stake holders, improve the landscape of the community and increase property values.

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

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SURFACING TO RENOVATE THE TRAGNIEW PARK TENNIS COURTS ($22,060.00)

On motion by McCoy, seconded by Sharif, **Resolution Number 24,954** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SURFACING TO RENO-VATE THE TRAGNIEW PARK TENNIS COURTS'** was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson Galvan offered the following communications/announcements:

- Expressed his disappointment and frustration regarding placing items on the City Council agenda, indicating that today's agenda only contained two items for the Council's consideration.

- Urged the City Manager to resolve the issues relating to items coming forth on the agenda and further exclaimed that it is essential that the street repair resolution be brought forth for the next Council meeting, or an emergency meeting must be called to vote on the matter.

Councilperson McCoy offered the following communications/announcements:

- Announced that on March 9, 2019 she will be hosting a Mothers with Sons Symposium to assist Mothers coping with the loss of their sons, as well as Mothers raising gifted and special needs sons on March 9, 2019 from 10 a.m. to 2 p.m. at Burrell MacDonald park, 2516 W. Alondra Boulevard, Compton.

- Commented that she attended the Sunny Cove block club meeting whereby the residents indicated that they submitted a petition calling for speed bumps over a year ago, however, they have not received the speed bumps.

- Invited everyone to attend her Town Hall meeting which will be held March 14, 2019 at 6 p.m. at Burrell MacDonald Park, 2516 W. Alondra Blvd., Compton.

- Announced that March is Women's History Month and congratulated and commended the Women's Commission and all the inspirational women that paved the way for us today.

(*Councilman Galvan exited the meeting at 7:31 p.m.*)

Councilperson Sharif offered the following communications/announcements:

- Requested an update on the tree trimming schedule as well as the time line for the replacement of light poles that have been knocked down.

- Announced that she, along with Assemblyman Mike Gipson will be hosting a Youth Symposium at the Dollarhide Community Center on March 9, 2019 beginning at 8 a.m.

- Raised the idea of the city hiring multiple contractors to assist with the street repairs to increase faster repairs.

Mayor Pro Tem Zurita offered the following communications/announcements:

- Commented that she often walks throughout the city and on those walks she notices the many positive changes and improvements the city has undergone and further expressed her excitement and pride in being a part of the many improvements accomplished in the City of Compton.

- Suggested that the City Manager formulate a night crew to survey the city to locate and repair missing or non-operating street lights.

- Announced that she will be offering a pilot project "Miracle Mile" dedicating all her resources to repairing 1 mile of roadway each year, noting that it requires approximately $1M per mile to upgrade the streets.

- Raised the idea of beginning a program whereby members of the Fire Department and other volunteers may visit and assist members of the community that are homebound and 'shut in'.

- Announced that March is Multiple Sclerosis Awareness Month.

- Announced that Ms. Ruby Hines celebrated her 107th Birthday this year.

ADJOURNMENT

On motion by McCoy, seconded by Sharif, the meeting was adjourned at 7:37 p.m. by the following vote on roll call:

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

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

March 26, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH PURCHASE ORDERS TO VENDORS FEDERAL EXPRESS ($1,000) AND ITCONNECT ($2,500) FOR THE PROCUREMENT OF SUPPLIES AND COMPUTER EQUIPMENT.**

SUMMARY

Adoption of this resolution will authorize the City Manager to establish purchase orders for vendors, Federal Express and ITConnect, Inc., who provide supplies and computer equipment to the City Attorney's Office. These expenditures for the specified vendors are used by multiple departments and exceed the City Manager's fiscal year spending authority (i.e. $5,000) on any one vendor.

BACKGROUND

On May 17, 2016, the City Council approved Resolution No 24,347, to revise the current City policies and procedures to reduce the City Manager's fiscal year purchasing authority from the prior approved amount of $25,000.00 to $5,000.00. Specifically, purchase orders for the acquisition of related goods/services for a single vendor in any given fiscal year, shall be treated as one combined/blanket purchase order.

On October 9, 2018, the City Council approved Resolution No 24,872, to establish purchase orders to citywide vendors for the procurement of supplies and computer equipment for Fiscal Year 2018-2019. The vendors, Federal Express and ITConnect were approved for payment, however the expenditures were made prior to the adoption of Resolution No. 24,872.

STATEMENT OF ISSUE

The City Attorney's Office desires to obtain a purchase order to Federal Express in the amount of $1,000 and ITConnect for $2,500 for payment of supplies and computer equipment.

FINANCIAL IMPACT

Amend the City Attorney's 2018-2019 FY budget with a transfer of funds in the amount of $400 from Account 1001-420-000-4249 to Account 1001-420-000-4218.

Funds have been appropriated in the City Attorney 2018-2019 Fiscal Year Budget as follows:

Vendor	Account No.	Amount
IT Connect	1001-420-000-4218	$2,500.00
Federal Express	1001-420-000-4249	$ 500.00
Federal Express	6300-420-000-4249	$ 500.00

RECOMMENDATION

It is recommended that the attached Resolution be adopted.

**CRAIG J. CORNWELL
CITY ATTORNEY**

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 ESTABLISH PURCHASE ORDERS TO ITCONNECT ($2,500) AND FEDERAL EXPRESS ($1,000).

WHEREAS, on May 17, 2016, the City Council approved Resolution No 24,347, to revise the current City policies and procedures to reduce the City Manager's fiscal year purchasing authority from the prior approved amount of $25,000.00 to $5,000.00; and

WHEREAS, on October 9, 2018, the City Council approved Resolution No 24,872, to establish purchase orders to citywide vendors for the procurement of supplies and services for Fiscal Year 2018-2019; and

WHEREAS, the vendors ITConnect and Federal Express were approved for payment but the expenditures were made before the adoption of Resolution No. 24,872; and

WHEREAS, the City Attorney's Office desires to obtain a purchase order to ITConnect in the amount of $2,500 and Federal Express in the amount of $1,000 for payment of supplies and computer equipment; and

WHEREAS, funds have been appropriated in the City Attorney 2018-2019 Fiscal Year Budget.

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

SECTION 1. That the City Manager is hereby authorized to establish a purchase order to ITConnect in the amount of Two Thousand Five Dollars ($2,500) and Federal Express in the amount of One Thousand Dollars ($1,000).

SECTION 2. That funds in the amount of $400 will need to be transferred from Account 1001-420-000-4249 to Account 1001-420-000-4218

SECTION 3. That funds have been appropriated in the City Attorney Department Account as follows:

Vendor	Account No.	Amount
IT Connect	10014200004218	$2,500.00
Federal Express	10014200004249	$ 500.00
Federal Express	63004200004249	$ 500.00.

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

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

ADOPTED this ____ day of ________________, 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 forgoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _______________, 2019.

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

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

____
CITY CLERK OF THE CITY OF COMPTON

March 26, 2019

TO:	**HONORABLE MAYOR AND CITY COUNCIL MEMBERS**
FROM:	**BRIAN A. DICKINSON, GENERAL MANAGER** **COMPTON MUNICIPAL WATER DEPARTMENT**
SUBJECT:	**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO *VULCAN MATERIALS COMPANY* FOR THE FURNISHING AND DELIVERY OF COLD MIX ASPHALT SUPPLIES FOR THE CITY'S WATER DISTRIBUTION SYSTEM ($4,519.00).**

SUMMARY

The adoption of this Resolution will authorize the City Manager to accept the bid of and issue a purchase order in the amount of Four Thousand, Five Hundred Nineteen Dollars and Zero Cents ($4,519.00) to Vulcan Materials Company for the furnishing and delivery of cold mix asphalt supplies for the City's Water Distribution System.

BACKGROUND

It is a necessity for the Compton Municipal Water Department ("Water Department") to have adequate supplies for the repair and maintenance of the City's Water Distribution System. The Water Department replenishes supplies on a regular basis to have such supplies readily available for routine activities as well as emergency situations.

STATEMENT OF THE ISSUE

The Water Department solicited quotes for the furnishing and delivery of cold mix asphalt supplies for the 2018-2019 Fiscal Year. Quotes were received from two (2) vendors as follows:

VENDOR		**BID AMOUNT**
Vulcan Materials Company	(50 tons @$90.38 per ton)	$4,519.00
Blue Diamond Materials	(50 tons @$90.69 per ton)	$4,534.50

Staff reviewed all bids submitted and determined that the bid of Vulcan Materials Company was the lowest most responsible bidder. This vendor has been used by other City departments for the purchase of supplies during the current fiscal year.

Pursuant to Resolution No. 24,347, purchase orders for the same vendor for the acquisition of related goods or services occurring in the same fiscal year shall be treated as one combined purchase order for the purpose of determining if the $5,000 maximum approval level of the City's Manager's expenditures has been met. Since the total amount of the purchase orders for this vendor has exceeded the City Manager's $5,000 spending authority during the current fiscal year, City Council authorization for this purchase order is required.

ALTERNATIVE

None proposed.

FISCAL IMPACT

The funds for this expenditure are available in the Compton Municipal Water Department's Fiscal Year budget in Account No. 5000-880-000-4235.

RECOMMENDATION

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

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

APPROVED FOR FORWARDING

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

RESOLUTION NO.___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO *VULCAN MATERIALS COMPANY* FOR THE FURNISHING AND DELIVERY OF COLD MIX ASPHALT SUPPLIES FOR THE CITY'S WATER DISTRIBUTION SYSTEM ($4,519.00).

WHEREAS, it is a necessity for the Compton Municipal Water Department ("Water Department") to have adequate supplies for the repair and maintenance of the City's Water Distribution System; and

WHEREAS, the Water Department replenishes supplies on a regular basis to have such supplies readily available for routine activities as well as emergency situations; and

WHEREAS, the Water Department solicited quotes for the furnishing and delivery of cold mix asphalt supplies for the 2018-2019 Fiscal Year. Quotes were received from two (2) vendors as follows:

VENDORS		**BID AMOUNT**
Vulcan Materials Company	(50 tons @$90.38 per ton)	$4,519.00
Blue Diamond Materials	(50 tons @$90.69 per ton	$4,534.50

WHEREAS, Staff reviewed all bids submitted and determined that the bid of Vulcan Materials Company was the lowest responsible bidder; and

WHEREAS, this vendor has been used by other City departments for the purchase of supplies during the current fiscal year; and

WHEREAS, the total amount of the purchase orders for this vendor has exceeded the amount of $5,000 for this current fiscal year; and

WHEREAS, the funds for this expenditure are available in the Compton Water Municipal Department's Fiscal Year 2019-2019 budget in Account No. 5000-880-000-4235.

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

SECTION 1. That the bid of Vulcan Materials Company in the amount of Four Thousand, Five Hundred Nineteen Dollars and Zero Cents ($4,519.00) for the furnishing and delivery of cold mix asphalt supplies is hereby accepted and all other bids are rejected.

SECTION 2. That the funds for this expenditure are available in the Compton Municipal Water Department's Fiscal Year 2018 – 2019 budget in Account Number 5000-880-000-4235.

SECTION 3. That a purchase order in the amount of Four Thousand, Five Hundred Nineteen Dollars and Zero Cents ($4,519.00) is hereby authorized to be issued to Vulcan Materials Company for the furnishing and delivery of cold mix asphalt supplies for the City's Water Distribution System.

SECTION 4. That a certified copy of this Resolution shall be filled in the offices of the City Manager, City Attorney, City Controller, City Clerk, and Compton Municipal Water Department.

<u>SECTION 5</u>. 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 signed by the Mayor and adopted by the City Council at a regular meeting thereof held on the _______ day of _____________________________2019.

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

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

____
CITY CLERK OF THE CITY OF COMPTON

Quotation

Vulcan Materials Company and Subsidiaries

Attn: MARTIN

CITY OF COMPTON WATER DEPARTMENT

Acct#: 3590

Quote Name: 322 S ALAMEDA ST EAST / COMPTON
Quote #: 587663

322 S ALAMEDA ST EAST

COMPTON, CA 90221

Date:	Wednesday, November 21, 2018
Quote Created:	Wednesday, November 21, 2018
Effective From:	Wednesday, November 21, 2018
Quote Expiration:	Friday, December 21, 2018
Price Expiration:	Friday, December 21, 2018

Sales Rep : Veronica Rios
16013 Foothill Blvd
IRWINDALE, CA 91702
Phone: (626)633-2827
Fax :
Email: riosv@vmcmail.com

Special Instructions:

*PRICING ONLY VALID WITH AN ACTIVE VULCAN ACCOUNT. IF ACCOUNT IS NOT ESTABLISHED AT THE TIME OF THE ORDER BEING PLACED PRICING WILL INCREASE BY $8.00 PER TON.
**Due to the natural effects of segregation and the effects of post-delivery handling, Vulcan Materials Company guarantees that its aggregate products will meet the specifications on our submittal AT THE POINT OF DELIVERY ONLY.
**HMA price is based on $427.90 per ton of liquid asphalt (Crude Oil). Any change in liquid asphalt of $5.00 or greater will be billed to the customer at $0.30 per ton for every $5.00 increase. (For Example: If oil is at $500.00 and goes up to $505.00, you would add $0.30 to the current material price.)

SAND & GRAVEL

Plant	Product Name	Product #	QtyU/M	FOB Plant	Haul Rate	Delivered
SUN VALLEY SAND & GRAVEL	3/4IN CR AGG BASE	16042	15 Tons	$20.00	10.65	$30.65
		Truck Type	STD FRT RATE			
SUN VALLEY SAND & GRAVEL	WASHED CONCRETE SAND	31822	50 Tons	$22.00	10.65	$32.65
		Truck Type	STD FRT RATE			

ASPHALT

Plant	Product Name	Product #	QtyU/M	FOB Plant	Haul Rate	Delivered
LOS ANGELES HMA	COLD MIX 3/8 SC8	457301	50 Tons	$84.00	6.38	$90.38
		Truck Type	STD FRT RATE			

Other Charges

Environmental Fee -Agg & Asphalt at $5.00 / Load

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.

Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.

Prices are FOB your jobsite as stated above. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: ______________________ **Date:** ______________________

Sales Representative: ______________________ **Date:** ______________________

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. **However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived.** Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <http://www.marsh.com/moi?client=D156>.

EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its West Division in Los Angeles, California, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law.

LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.

From: Martin Urquhart
To: Brian Dickinson
Subject: FW: BLUE DIAMOND MATERIALS QUOTE # SE030619h Martin at city of Compton water department = a different apartment from regular city of Compton new account... Compton water department. Email addres; murquhart@comptoncity.org ... delivery FROM INGLEWO
Date: Thursday, March 7, 2019 9:22:29 AM

Hi Brian, here is the revised quote from Blue Diamond.

Martin Urquhart
Water Operations & Division Supervisor
Water Department
310-650-7782

From: ESPARZA, Shon (SBREA) [mailto:shon.esparza@sully-miller.com]
Sent: Wednesday, March 6, 2019 4:15 PM
To: Martin Urquhart <murquhart@comptoncity.org>
Subject: ◇BLUE DIAMOND MATERIALS ◇ QUOTE # SE030619h ◇ Martin at city of Compton water department = a different apartment from regular city of Compton new account... Compton water department. Email addres; murquhart@comptoncity.org ... delivery FROM INGLEWOO...

good afternoon.

please let me know if you have any questions.

thank you ....

◇BLUE DIAMOND MATERIALS ◇ QUOTE # SE030619h
◇
Martin at city of Compton water department = a different apartment from regular city of Compton new account...
Compton water department. Email addres; murquhart@comptoncity.org
...

delivery FROM INGLEWOOD.

...
50 TON OF COLD MIX.
IN 5 ton fob loads.

+PER TON $75.00
+HAUL. $8.00
+TAX. $7.69
total price per ton: $90.69

+plus a minium load charge per load
$120.00
for an loads under 20 tons

● delivered on TW.
TAX INCLUDED,
weekday.

◇Terms & Conditions:
Quote Is Valid 30 days from Quote Date. Price & Terms Expire After: December. 2019 《
Delivery trucks give 30 min. to dump, after 30 min. truck time will be charged. Excess unloading or delay time will be charged at the applicable hourly rate. Quotation is for Monday through Friday (non-holiday) normal daytime production hours unless otherwise noted. This price is for conventional asphalt with Blue Diamond specifications unless otherwise noted. A $3.00 plus tax per load environmental fee will apply to all asphalt purchases. Payment due by the 10th day of month following month of delivery. Increases in delivery or minimum load charges will be paid by Purchaser.
Prices are based on the current sales tax rate, any increase to the sales tax rate will be paid by purchaser.
Deliveries subject to availability. Every diligent effort will be made to accommodate customer schedules. Seller will not be liable and no compensation will be paid for any delay in delivery of materials for any reason. Seller reserves the right to reprice material after expiration date. This quote must be signed by purchaser within 30 days of the quote date, and confirmed by seller for this quote to be valid.
PRICED IN U.S. TONS.

Thank you,

Shon Esparza Account Manager ◇ BLUE DIAMOND MATERIALS ◇ 714-863-1953. e-mail: Shon.Esparza@Sully-Miller.com 135 S. State College Blvd., Suite 400, Brea, Ca. 92821.
Dispatch 800.300.4240

Accepted by; ___________________
Print Name;___________________
Date:_________________________

-------- Original message --------
From: Martin Urquhart <murquhart@comptoncity.org>
Date: 3/6/19 4:01 PM (GMT-08:00)
To: "ESPARZA, Shon (SBREA)" <shon.esparza@sully-miller.com>
Subject: RE: ◇BLUE DIAMOND MATERIALS ◇ QUOTE # SE112118 ◇ Martin at city of Compton water department = a different apartment from regular city of Compton new account... Compton water department. Email addres; murquhart@comptoncity.org ... FOB. FROM INGLEWOOD.

Hi Shon, can you revise your quote to include delivery charges.

Thanks.

Martin Urquhart
Water Operations & Division Supervisor
Water Department
310-650-7782

From: ESPARZA, Shon (SBREA) [mailto:shon.esparza@sully-miller.com]

Sent: Wednesday, November 21, 2018 9:25 AM
To: Martin Urquhart <murquhart@comptoncity.org>
Subject: ◇BLUE DIAMOND MATERIALS ◇ QUOTE # SE112118 ◇ Martin at city of Compton water department = a different apartment from regular city of Compton new account... Compton water department. Email addres; murquhart@comptoncity.org ... FOB. FROM INGLEWOOD. ...

◇BLUE DIAMOND MATERIALS ◇ QUOTE # SE112118
◇
Martin at city of Compton water department = a different apartment from regular city of Compton new account...
Compton water department. Email addres; murquhart@comptoncity.org
...

FOB. FROM INGLEWOOD.

...
50 TON OF COLD MIX.
IN 5 ton fob loads.

=$86.77
PER TON fob.
TAX INCLUDED,
weekday..
Trucking is not included..

◇Terms & Conditions:
Quote Is Valid 30 days from Quote Date. Price & Terms Expire After: December. 31. 2019《
... Quotation is for Monday through Friday (non-holiday) normal daytime production hours unless otherwise noted. This price is for conventional asphalt with Blue Diamond specifications unless otherwise noted. A $3.00 plus tax per load environmental fee will apply to all asphalt purchases. Payment due by the 10th day of month following month of delivery. Increases in delivery or minimum load charges will be paid by Purchaser.
Prices are based on the current sales tax rate, any increase to the sales tax rate will be paid by purchaser.
Deliveries subject to availability. Every diligent effort will be made to accommodate customer schedules. Seller will not be liable and no compensation will be paid for any delay in delivery of materials for any reason. Seller reserves the right to reprice material after expiration date.
This quote must be signed by purchaser within 30 days of the quote date, and confirmed by seller for this quote to be valid.
PRICED IN U.S. TONS.

Thank you,

Shon Esparza Account Manager ◇ BLUE DIAMOND MATERIALS ◇ 714-863-1953. e-mail: Shon.Esparza@Sully-Miller.com 135 S. State College Blvd., Suite 400, Brea, Ca. 92821.
Dispatch 800.300.4240

Accepted by; ____________________________
Print Name;_____________________________
Date:____________________________________

March 26, 2019

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

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO *VULCAN MATERIALS COMPANY* FOR THE FURNISHING AND DELIVERY OF SAND AND AGGREGATE BASE SUPPLIES FOR THE CITY'S WATER DISTRIBUTION SYSTEM ($2,092.25).**

SUMMARY

The adoption of this Resolution will authorize the City Manager to accept the bid of and issue a purchase order in the amount of Two Thousand, Ninety-Two Dollars and Twenty-Five Cents ($2,092.25) to Vulcan Materials Company for the furnishing and delivery of sand and aggregate base supplies for the City's Water Distribution System.

BACKGROUND

It is a necessity for the Compton Municipal Water Department ("Water Department") to have adequate supplies for the repair and maintenance of the City's Water Distribution System. The Water Department replenishes supplies on a regular basis to have such supplies readily available for routine activities as well as emergency situations.

STATEMENT OF THE ISSUE

The Water Department solicited quotes for the furnishing and delivery of sand and aggregate base supplies for the 2018-2019 Fiscal Year. Quotes were received from two (2) vendors as follows:

VENDOR		BID AMOUNT
Sand:		
Vulcan Materials Company	(50 tons @$32.65 per ton)	$1,632.50
Cemex	(50 tons @$38.38 per ton)	$1,919.00
Aggregate Base:		
Vulcan Materials Company	(15 tons @$30.65 per ton)	$459.75
Cemex	(15 tons @$38.38 per ton)	$575.70

Staff reviewed all bids submitted and determined that the bid of Vulcan Materials Company was the lowest most responsible bidder. This vendor has been used by other City departments for the purchase of supplies during the current fiscal year.

Pursuant to Resolution No. 24,347, purchase orders for the same vendor for the acquisition of related goods or services occurring in the same fiscal year shall be treated as one combined purchase order for the purpose of determining if the $5,000 maximum approval level of the City's Manager's expenditures has been met. Since the total amount of the purchase orders for this vendor has exceeded the City Manager's $5,000 spending authority during the current fiscal year, City Council authorization for this purchase order is required.

ALTERNATIVE

None proposed.

FISCAL IMPACT

The funds for this expenditure are available in the Compton Municipal Water Department's Fiscal Year budget in Account No. 5000-880-000-4235.

RECOMMENDATION

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

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

APPROVED FOR FORWARDING

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

RESOLUTION NO.___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO *VULCAN MATERIALS COMPANY* FOR THE FURNISHING AND DELIVERY OF SAND AND AGGREGATE BASE SUPPLIES FOR THE CITY'S WATER DISTRIBUTION SYSTEM ($2,092.25).

WHEREAS, it is a necessity for the Compton Municipal Water Department ("Water Department") to have adequate supplies for the repair and maintenance of the City's Water Distribution System; and

WHEREAS, the Water Department replenishes supplies on a regular basis to have such supplies readily available for routine activities as well as emergency situations; and

WHEREAS, the Water Department solicited quotes for the furnishing and delivery of sand and aggregate base supplies for the 2018-2019 Fiscal Year. Quotes were received from two (2) vendors as follows:

VENDORS		**BID AMOUNT**
Sand:		
Vulcan Materials Company	(50 tons @$32.65 per ton)	$1,632.50
Cemex	(50 tons @$38.38 per ton	$1,919.00
Aggregate Base:		
Vulcan Materials Company	(15 tons @$30.65 per ton)	$459.75
Cemex	(15 tons @$38.38 per ton	$575.70

WHEREAS, Staff reviewed all bids submitted and determined that the bid of Vulcan Materials Company was the lowest responsible bidder; and

WHEREAS, this vendor has been used by other City departments for the purchase of supplies during the current fiscal year; and

WHEREAS, the total amount of the purchase orders for this vendor has exceeded the amount of $5,000 for this current fiscal year; and

WHEREAS, the funds for this expenditure are available in the Compton Water Municipal Department's Fiscal Year 2019-2019 budget in Account No. 5000-880-000-4235.

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

SECTION 1. That the bid of Vulcan Materials Company in the amount of Two Thousand, Ninety-Two Dollars and Twenty-Five Cents ($2,092.25) for the furnishing and delivery of sand and aggregate base supplies is hereby accepted and all other bids are rejected.

SECTION 2. That the funds for this expenditure are available in the Compton Municipal Water Department's Fiscal Year 2018 – 2019 budget in Account Number 5000-880-000-4235.

SECTION 3. That a purchase order in the amount of Two Thousand, Ninety-Two Dollars and Twenty-Five Cents ($2,092.25) is hereby authorized to be issued to Vulcan Materials Company for the furnishing and delivery of sand and aggregate base supplies for the City's Water Distribution System.

SECTION 4. That a certified copy of this Resolution shall be filled in the offices of the City Manager, City Attorney, City Controller, City Clerk, and Compton Municipal Water Department.

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

ADOPTED this _______ day of __________________________, 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 signed by the Mayor and adopted by the City Council at a regular meeting thereof held on the _______ day of ______________________________2019.

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

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

____
CITY CLERK OF THE CITY OF COMPTON

From:	Ronald R Taber
To:	Martin Urquhart
Cc:	Teresa L Bliss; Yvonne A Jaurigue
Subject:	RE: quotes
Date:	Wednesday, November 28, 2018 6:16:37 PM
Attachments:	image001.png image002.png image003.png

Hello Martin,

I resent you the short hand quick note quote!

The sand and aggregate picked up at our Compton plant plant would be $71.00 per yard / $38.38 per ton.

This is the price we have charge you in the past.

Any questions please call me.

Best Regards,

Ron Taber

CEMEX
Building the future™

Ronald R. Taber

Senior Account Manager - Ready MIx - So. California Division USA

Office : 213-817-4641 Fax: 213-596-5757

Order Desk / Admin: 909-974-5500 / 800-801-7625

e-Mail: ronaldr.taber@cemex.com

From: Martin Urquhart

Sent: Wednesday, November 28, 2018 2:19 PM

To: Ronald R Taber

Subject: RE: quotes

Hi Ronald, I am not sure what happen but I did not received your response before.

Yes we will pick up the sand and the rocks from the Compton plant.

Our yard is located at 322 S Alameda St Compton Ca 90220.

Can you resend me the quote.

Thanks

Martin Urquhart

Water Operations & Division Supervisor

Water Department

310-650-7782

From: Ronald R Taber [mailto:ronaldr.taber@cemex.com]
Sent: Wednesday, November 28, 2018 12:18 PM
To: Martin Urquhart <murquhart@comptoncity.org>
Cc: Christian A Mendoza <christiana.mendoza@cemex.com>; yvonne.jarigue@cemex.com
Subject: RE: quotes

Hello Martin!

I sent you a response with some general pricing!

I also had some questions were you picking up material FOB? Or did you need it delivered?

We will need a delivery address if you have one.

This would apply for the Aggregate also! I have copied our Aggregate associate also.

Any questions or additional information would be welcomed.

Sorry for the confusion.

Best Regards,

Ron Taber

Building the future™

Ronald R. Taber
Senior Account Manager - Ready MIx - So. California Division
Office : 213-817-4641 Fax: 213-596-5757
Order Desk: 909-975-5501 / 800-801-7625
Address: 3990 E Concours Street Suite #200
Ontario, CA 91764 Admin: 909-974-5500
e-Mail: ronaldr.taber@cemex.com

From: Martin Urquhart <murquhart@comptoncity.org>
Sent: Wednesday, November 28, 2018 11:54 AM
To: Ronald R Taber <ronaldr.taber@cemex.com>
Subject: FW: quotes

Hi Ronald, I hadn't from you regarding the quote on the materials listed below. I am not sure if you got my email but I will follow up with a call later today.

Thanks.

Martin Urquhart
Water Operations & Division Supervisor
Water Department

310-650-7782

From: Martin Urquhart
Sent: Wednesday, November 21, 2018 9:53 AM
To: 'ronaldr.taber@cemex.com' <ronaldr.taber@cemex.com>
Subject: quotes

Hi Ronald, can you send me quotes for the following materials.
100 yrds 1 sack slurry.
50 tons sand
15 tons ¾ rocks.
Thanks
Martin Urquhart
Water Operations & Division Supervisor
Water Department
310-650-7782

CONFIDENTIALITY: The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication, and the information contained in it, is strictly prohibited. If you are not the intended recipient, please contact the sender and immediately destroy all copies of the original message.

Quotation

Vulcan Materials Company and Subsidiaries

Attn: MARTIN

CITY OF COMPTON WATER DEPARTMENT

Acct#: 3590

Quote Name: 322 S ALAMEDA ST EAST / COMPTON

Quote #: 587663

322 S ALAMEDA ST EAST

COMPTON, CA 90221

Date:	Wednesday, November 21, 2018
Quote Created:	Wednesday, November 21, 2018
Effective From:	Wednesday, November 21, 2018
Quote Expiration:	Friday, December 21, 2018
Price Expiration:	Friday, December 21, 2018

Sales Rep : Veronica Rios
16013 Foothill Blvd
IRWINDALE, CA 91702
Phone: (626)633-2827
Fax :
Email: riosv@vmcmail.com

Special Instructions:

*PRICING ONLY VALID WITH AN ACTIVE VULCAN ACCOUNT. IF ACCOUNT IS NOT ESTABLISHED AT THE TIME OF THE ORDER BEING PLACED PRICING WILL INCREASE BY $8.00 PER TON.
**Due to the natural effects of segregation and the effects of post-delivery handling, Vulcan Materials Company guarantees that its aggregate products will meet the specifications on our submittal AT THE POINT OF DELIVERY ONLY.
**HMA price is based on $427.90 per ton of liquid asphalt (Crude Oil). Any change in liquid asphalt of $5.00 or greater will be billed to the customer at $0.30 per ton for every $5.00 increase. (For Example: If oil is at $500.00 and goes up to $505.00, you would add $0.30 to the current material price.)

SAND & GRAVEL

Plant	Product Name	Product #	QtyU/M	FOB Plant	Haul Rate	Delivered
SUN VALLEY SAND & GRAVEL	3/4IN CR AGG BASE	16042	15 Tons	$20.00	10.65	$30.65
		Truck Type	STD FRT RATE			
SUN VALLEY SAND & GRAVEL	WASHED CONCRETE SAND	31822	50 Tons	$22.00	10.65	$32.65
		Truck Type	STD FRT RATE			

ASPHALT

Plant	Product Name	Product #	QtyU/M	FOB Plant	Haul Rate	Delivered
LOS ANGELES HMA	COLD MIX 3/8 SC8	457301	50 Tons	$84.00	6.38	$90.38
		Truck Type	STD FRT RATE			

Other Charges

Environmental Fee -Agg & Asphalt at $5.00 / Load

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.

Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.

Prices are FOB your jobsite as stated above. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: ______________________ **Date:** ______________________

Sales Representative: ______________________ **Date:** ______________________

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. **However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived.** Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <http://www.marsh.com/moi?client=D156>.

EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its West Division in Los Angeles, California, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law.

LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.

March 26, 2019

TO: **MAYOR AND COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER FOR RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PROVIDE PARAMEDIC AND COMMAND VEHICLE MAINTENANCE AND REPAIR FOR THE REMAINDER OF FISCAL YEAR 2018-2019 ($30,000).**

SUMMARY

Adoption of the attached resolution will amend the 2018-2019 Fiscal Year budget to transfer Thirty Thousand Dollars ($30,000.00) between accounts and authorize the establishment of a purchase order in an amount not to exceed Thirty Thousand Dollars ($30,000.00) for Rush Truck Centers of California Inc. for provision of Compton Fire Department paramedic and command vehicle maintenance and repair for the remainder of Fiscal Year 2018-2019.

BACKGROUND

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

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

STATEMENT OF ISSUE

Staff currently uses Rush Truck Centers of California for $115.00 per hour under Resolution No. 24,856 approved by Council on September 18, 2018 and Resolution No. 24,934 approved by Council on February 12, 2019, to perform paramedic and command vehicle maintenance and repair during Fiscal year 2018-2019.

The Department received four (4) bids from the following vendors for maintenance and repair services for paramedic and command vehicles; to wit: Rush Truck Centers of California Inc. ("Rush") for 115.00 per hour, Carmenita Ford Truck Sales, Inc. for $115.00 per hour, Southbay Ford for $135.00 per hour and Caruso Ford Lincoln for

$120.00 per hour. The Department is recommending that we continue to use Rush Truck Centers of California, Inc. who is also a Certified Ford Dealer with a Large Fleet

Service Center that has several Diesel mechanics that can handle the volume of repairs needed by the Department. They can perform maintenance and repair for paramedic and a command vehicles. Rush Truck Centers of California, Inc. would be the Departments main provider for the remainder of 2018-2019 Fiscal Year. Not all Ford Dealerships offer fleet services.

City Council approval is needed because the expenditures exceed $5,000.00 Dollars

FINANCIAL IMPACT

Estimated repair and maintenance costs for the Department's paramedic and command vehicles for the remainder of 2018-2019 Fiscal Year is Thirty Thousand Dollars ($30,000.00). The Department's 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts as follows:

From:	Description	Amount
1001-690-000-4269	Other Contract Services	$30,000.00
To:	**Description**	**Amount**
1001-690-000-4229	Automotive Repairs	$30,000.00

RECOMMENDATION

It is recommended that Council approve the attached Resolution.

RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT

APPROVED FOR FORWARDING

CECIL W. RHAMBO, JR
CITY MANAGER

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER FOR RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PROVIDE PARAMEDIC AND COMMAND VEHICLE MAINTENANCE AND REPAIR FOR THE REMAINDER OF FISCAL YEAR 2018-2019 ($30,000).

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

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

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

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

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

WHEREAS, the Fire Departments 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts.

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

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

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

From:	Description	Amount
1001-690-000-4269	Other Contract Services	$30,000.00

To:	Description	Amount
1001-690-000-4229	Automotive Repairs	$30,000.00

SECTION 3. That funds for this expenditure are available in the Fire Department's 2018-2019 Fiscal Year budget in Account No. 1001-690-000-4229.

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

<u>SECTION 5.</u> 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:

____
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

RESOLUTION NO. 24,856

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this 18th day of September, 2018.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 24,934

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

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

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

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

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

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

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

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

SECTION 1. That the City Manager is hereby authorized to establish or add to the purchase order for Rush Truck Centers of California, Inc. in an amount not to exceed Twenty Thousand Dollars ($20,000.00) to provide maintenance and repair for Fire Department paramedic and command vehicles for the remainder of Fiscal Year 2018-2019.

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

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

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

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

Resolution No. 24,934
Page 2

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

ADOPTED this 12th day of February, 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 12th day of February, 2019.

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

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

CITY CLERK OF THE CITY OF COMPTON

Volunteers of America®
GREATER LOS ANGELES

February 14, 2019

Cecil W. Rhambo, Jr.
Office of the City Manager
205 S. Willowbrook Ave.
Compton, CA 90220

RE: Funds for Maintenance

Dear City of Compton,

Volunteers of America of Los Angeles values our partnership with City of Compton. As a tenant of the city building located on 600 N. Alameda. East Compton, CA 90221, we would like to provide an earmark of $70,000 in maintenance on this site.

We look forward to continuing to partner with you and impacting our community here in Compton. If you have any questions or concerns, please don't hesitate to contact us.

Sincerely,

Jim Hlawek
Director, Alliance Development

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO ACCEPT AND TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ACCEPTING A GIFT FROM VOLUNTEERS OF AMERICA OF GREATER LOS ANGELES TO PROVIDE $70,000 IN FUNDS FOR GENERAL MAINTENANCE/REPAIRS AT 600 NORTH ALAMEDA STREET.

WHEREAS, the City of Compton owns certain real property located at 600 North Alameda Street, Compton, commonly known as the "Neighborhood Center" facility, which is a property used as a "shared occupancy" facility, offering indoor and outside spaces for leasing to outside agencies, organizations, and individuals. Current tenants at this location include the Volunteers of America and Shields for Families; and

WHEREAS, Volunteers of America of Greater Los Angeles ("Volunteers of America") is a non-profit human services organization committed to serving people in need, offering services and programs ranging from prenatal to the elderly; such as: services for children; programs for youth; family, seniors and veterans services; housing programs; substance abuse recovery and re-entry programs; and, services to homeless individuals and families; and

WHEREAS, pursuant to Council authorization, Volunteers of America has a five (5) year lease agreement with the City for occupancy of specified areas within the Neighborhood Center facility for use as general/administrative office spaces for support services staff; and

WHEREAS, Volunteers of America wishes to award the City of Compton ("City") a gift, consisting of a donation of Seventy Thousand Dollars ($70,000.00) with the stipulation that the funds be used for general building maintenance and repairs at the City-owned facility located at 600 North Alameda Street; and

WHEREAS, pursuant to the provisions of Section 37354 of the California Government Code, the City Council may accept any gift made to or for the City for any public purpose; and

WHEREAS, funds for this expenditure will need to be transferred between accounts within 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 Council wishes to and hereby does accept the monetary donation of Seventy Thousand Dollars ($70,000.00) from the Volunteers of America of Greater Los Angeles, pursuant to the stipulation that said donated funds shall be used for purposes of general building maintenance and repairs at the City-owned facility known as the "Neighborhood Center", located at 600 North Alameda Street, Compton.

Section 2. That the 2018-2019 Fiscal Year budget shall be amended to increase revenues and expenditures from revenue as follows:

Increase Revenue in following General Fund Accounts:

ACCOUNT NO.	DESCRIPTION	INCREASE
1001-000-000-3980	Misc. Revenue	$70,000.00

Increase Expenditures in following General Fund Accounts:

ACCOUNT NO.	**DESCRIPTION**	**INCREASE**
1001-600-000-4262	Other Professional Services	$70,000.00

Subsequent to the budget amendment, funds from the donation will be available in the 2018-2019 Fiscal Year budget of the General Services Department in Account No. 1001-600-000-4262.

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

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:

____
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

March 26, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO ACCEPT AND TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ACCEPTING A GIFT FROM VOLUNTEERS OF AMERICA OF GREATER LOS ANGELES TO PROVIDE $70,000 IN FUNDS FOR GENERAL MAINTENANCE/REPAIRS AT 600 NORTH ALAMEDA STREET.

SUMMARY

Adoption of this resolution will amend the 2018-2019 Fiscal Year budget to accept and transfer Seventy Thousand Dollars ($70,000.00) in funds donated by Volunteers of America of Greater Los Angeles (“Volunteers of America”) and authorize the City Manager to enter into a Donation Agreement with Volunteer of America which accepts their donation for purposes of the City providing general building maintenance and repairs at the City-owned facility located at 600 North Alameda Street.

BACKGROUND

The City of Compton owns certain real property located at 600 North Alameda Street, Compton, commonly known as the “Neighborhood Center” facility. This property is used as a “shared occupancy” facility, offering indoor and outside spaces for leasing to outside agencies, organizations, and individuals. Current tenants at this location include the Volunteers of America and Shields for Families.

Volunteers of America is a non-profit human services organization committed to serving people in need, offering services and programs ranging from prenatal to the elderly; such as: services for children; programs for youth; family, seniors and veterans services; housing programs; substance abuse recovery and re-entry programs; and, services to homeless individuals and families.

Pursuant to Council authorization, Volunteers of America has a five (5) year lease agreement with the City for occupancy of specified areas within the Neighborhood Center facility for use as general/administrative office spaces for support services staff.

STATEMENT OF THE ISSUE

Volunteers of America wishes to award the City of Compton (“City”) a gift, consisting of a donation of Seventy Thousand Dollars ($70,000.00) with the stipulation that the funds be used for general building maintenance and repairs at the City-owned facility located at 600 North Alameda Street.

FISCAL IMPACT

The fiscal impact to the City will be a $70,000.00 donation to the General Services Department budget for use to provide much needed general maintenance and repairs at the Neighborhood Center facility.

The General Services Department's 2018-2019 Fiscal Year budget will need to be amended to increase revenues and expenditures from revenue as follows:

Increase Revenue in following General Fund Accounts:

ACCOUNT NO.	DESCRIPTION	INCREASE
1001-000-000-3980	Misc. Revenue	$70,000.00

Increase Expenditures in following General Fund Accounts:

ACCOUNTNO.	DESCRIPTION	INCREASE
1001-600-000-4262	Other Professional Services	$70,000.00

Subsequent to the budget amendment, funds from the donation will be available in the 2018-2019 Fiscal Year budget of the General Services Department in Account No. 1001-600-000-4262.

RECOMMENDATION

It is the recommendation of staff that the City Council adopt the attached Resolution. On approval, the City Manager will enter into an agreement with Volunteers of America of Greater Los Angeles accepting the donation of Seventy Thousand Dollars ($70,000.00).

VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

PUBLIC DONATION AGREEMENT
BETWEEN
VOLUNTEERS OF AMERICA OF GREATER LOS ANGELES
AND
CITY OF COMPTON

THIS AGREEMENT (**"Agreement"**) is made and entered into by and between **VOLUNTEERS OF AMERICA OF GREATER LOS ANGELES**, a State of California non-profit organization (hereinafter referred to as **"VOLUNTEERS OF AMERICA"**), located at 3600 Wilshire Boulevard, Suite 1500, Los Angeles, California 90010 and 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. **VOLUNTEERS OF AMERICA** may be referred to as **"DONOR."** **VOLUNTEERS OF AMERICA** and **CITY** may be referred to collectively as the **"PARTIES."**

R E C I T A L S

WHEREAS, the City of Compton owns certain real property located at 600 North Alameda Street, Compton, commonly known as the "Neighborhood Center" facility, which is a property used as a "shared occupancy" facility, offering indoor and outside spaces for leasing to outside agencies, organizations, and individuals; and

WHEREAS, Volunteers of America of Greater Los Angeles ("Donor") is a non-profit human services organization committed to serving people in need, offering services and programs ranging from prenatal to the elderly; such as: services for children; programs for youth; family, seniors and veterans services; housing programs; substance abuse recovery and re-entry programs; and, services to homeless individuals and families; and

WHEREAS, pursuant to Council authorization, Volunteers of America has a five (5) year lease agreement with the City for occupancy of specified areas within the Neighborhood Center facility for use as general/administrative office spaces for support services staff; and

WHEREAS, Volunteers of America wishes to award the City of Compton ("City") a gift, consisting of a donation of Seventy Thousand Dollars ($70,000.00) with the stipulation that the funds be used for general building maintenance and repairs at the City-owned facility located at 600 North Alameda Street; and

WHEREAS, the City, in accordance with the terms of this Agreement, wishes to accept the
gift pursuant to *California Government Code* section 37353; and

WHEREAS, pursuant to Resolution No. _______, adopted on the ___ day of ______, 2019, the City Council authorized the City Manager to enter into this Agreement accepting a gift from Volunteers of America of Greater Los Angeles in the amount of Seventy Thousand Dollars ($70,000.00) for purposes of providing general building maintenance and repairs at 600 North Alameda Street.

NOW, THEREFORE, in consideration of the forgoing and the terms and conditions herein described, the Parties to this Agreement mutually agree as follows:

AGREEMENT:

1. **The Donation.** Donor shall provide to the City a Donation consisting of Seventy Thousand Dollars ($70,000.00). It is stipulated and agreed between the Parties that said Donation shall be used for purposes of providing general building maintenance and repairs at the City-owned facility commonly known as the "Neighborhood Center" facility, located at 600 North Alameda Street, Compton, California.

2. Donors Responsibilities.

a. Donor represents that it is authorized to enter into this Donor Agreement with the City and authorized to make said Donation to the City.

b. Donor represents and warrants (i) that Donor has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Donor's undertaking this relationship with City, (ii) that the providing said Donation does not and will not violate any applicable law, rule or regulation or other right of any third party, and (iii) that Donor has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

c. Donor agrees to indemnify and save harmless the City, its officials, officers, employees,
agents and designated volunteers (collectively hereinafter the "City"), against any and all liability and expense, including reimbursement of reasonable legal/attorneys' fees and expenses arising out of or related to any legal proceeding and any legal appeal, and claims, demands, suits, actions or proceedings of any kind or nature, of or by anyone whomsoever to the extent caused by the Donor's lack or absence of proper authorization to make said Donation pursuant to this Agreement.

4. City's Responsibilities.

a. City is authorized to enter into this Donor Agreement and represents that it owns the
property and building located at 600 North Alameda Street, Compton, and said property is free of any liens, encumbrances or third party claims that would be inconsistent with the Parties intent that the funds donated to the City be used for the purposes stipulated and agreed between the Parties.

b. City shall ensure that the Donation shall be used exclusively for the purposes stipulated
and agreed between the Parties; i.e. general building maintenance and repairs at 600 North Alameda Street, Compton.

c. Except for the active negligence or willful misconduct of the Donor, or any of Donor's
officers, directors, employees, accountants, attorneys, affiliates, subsidiaries, successors, insurers and assigns (collectively hereinafter "Donor"), City agrees to indemnify, defend and hold harmless Donor from and against any and all third party claims, demands, losses, damages,

liabilities, costs and expenses (including reasonable legal/attorneys' fees and expenses arising out of or related to any legal proceeding and any legal appeal) related to the use of the Donation by the City pursuant to this Agreement.

5. <u>Ownership of Donated Uses.</u> Building maintenance, repairs and improvements made to the facility located at 600 North Alameda Street, Compton with the Donation from Donor shall become and be the property of the City.

6. <u>Notices.</u> All notices pertaining to this Agreement shall be in writing and addressed as follows:

If to City:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services Department
(310) 605-5519
(310) 609-1753 – fax.

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

If to Volunteers of America:
Volunteers of America of Greater Los Angeles
3600 Wilshire Boulevard, Suite 1500
Los Angeles, California 90010
Attn: Jim Hlawek, Director of Alliance Department
(213) 389-1500
(213) 385-7599

7. <u>Miscellaneous Provisions.</u>

a. This Agreement represents the entire and integrated Agreement of the Parties and supersedes any and all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

b. The Parties hereto have mutually negotiated the terms and conditions of this Agreement
and each Party received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions contained herein. As such, this Agreement is a product of the joint drafting efforts of all Parties and no Party shall be deemed to have solely or independently prepared or framed this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of any Party.

c. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover costs and expenses, including reasonable attorney's fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

d. In the event of a breach or default of this Agreement, the non-breaching Party shall be entitled to all remedies available pursuant to the terms of this Agreement, at law and in equity, including, but not limited to, specific performance of this Agreement, and all such remedies are cumulative in nature and may be asserted by such Party in the alternative and the assertion of a remedy by a Party shall not be deemed an exclusive election of remedies or waiver of any other rights conferred on that Party by the terms of this Agreement.

e. No waiver of any breach of this Agreement, provision or failure of a condition herein contained shall be deemed a waiver of any preceding or succeeding breach or failure thereof, or of any other Agreement, provision or condition contained herein, nor an extension of time for performance of any other obligation or act.

f. This Agreement shall be governed by, interpreted under, construed and enforced in accordance with, the laws of the State of California. This Agreement is made and entered into in the County of Los Angeles, State of California, and any legal actions or proceedings arising from or related to this Agreement shall be brought in the County of Los Angeles, State of California.

g. 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date written below.

CITY OF COMPTON

Approved as to form:

____
Craig J. Cornwell, City Attorney

Date: ________________________

Approved by:

By: _________________________________
Cecil W. Rhambo, Jr., City Manager

Date: ____________________________

ATTEST:

By: ______________________________
Alita Godwin, City Clerk

Date: ____________________________

VOLUNTEERS OF AMERICA OF GREATER LOS ANGELES

By: _______________________________ **Date: _______________________**
Jim Klawek, Director
Alliance Development

March 26, 2019

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

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A DONATION AGREEMENT ACCEPTING A GRANT FROM *KABOOM!, INC.* OF THE PARTS AND INSTALLATION OF A NEW PLAYGROUND WORTH AN ESTIMATED VALUE OF SEVENTY THOUSAND DOLLARS ($70,000).

SUMMARY

This Resolution authorizes the City Manager to enter into a Donation Agreement accepting a gift from KaBOOM!, Inc. ("KaBOOM!") for the parts and installation of a new playground with an estimated value of Seventy Thousand Dollars and Zero Cents ($70,000).

BACKGROUND

KaBOOM! is a national, non-profit organization dedicated to giving all children, especially those children living in economically disadvantaged communities, safe and fun places to play. The organization brings people together from diverse backgrounds, from cities to corporations (including non-profits), to create great places to play for all children. KaBOOM! serves communities with the purpose to help individuals feel more engaged, connected and united by the common cause of ensuring that all children can thrive every day and everywhere.

Each year, the City of Compton's Department of Parks and Recreation ("Department") prepares and submits a Community Partner Program Application to KaBOOM! for the purpose of partnering with a funding partner to build a new playground at one of the City of Compton's community centers. After successfully submitting the application, the Department was notified by KaBOOM! that the application was approved and the City of Compton ("City") was selected to receive the KaBOOM! Community Partner Program Playground Grant for 2019.

This year, the funding partner has been identified as Delta Airlines and the project site is slated for the Gonzales Park Community Center. This will mark the second grant received from KaBOOM! Inc. as the City was awarded a playground grant for its South Park in 2016. The grant contribution, through the funding partner of Delta Airlines, is committed to donate approximately $70,000 to cover the costs of supplies, equipment and other ancillary costs. The project would include the demolition of the existing playground located at Gonzales Park and the coordination of a community build day to install a brand new play space.

STATEMENT OF ISSUE

The Parks and Recreation Department desires to enter into a Donation Agreement with KaBOOM! to accept and receive a grant to build a new playground at Gonzales Park. To facilitate the receipt of the grant, City Council authorization accepting the grant is required. The proposed Donation Agreement (hereinafter referred to as the "Community Partner Playground Agreement") obligates the City to collaborate with KaBOOM!, the funding partner of Delta Airlines, and the community residents to design, plan, and build the new playground at Gonzales Park. A summary of the specific obligations of the City and KaBOOM! are as follows:

Obligations of the City:

- Fundraise: To contribute $8,500 to KaBOOM! for the purpose of applying said funds directly to the purchase of playground equipment. The City has secured the partnership of Volunteers of America to secure $8,500 for the match.

- Project Site: Obtain permits, recruit fifteen (15) adult volunteers for site preparation, equipment, tools, and maintenance of playground facility.

- Design Day: To host a KaBOOM!-facilitated "Design Day" with at least twenty (20) adult volunteers and twenty (20) children.

- Prep Day: To ensure preparation activities such as receiving equipment deliveries, inventory, cutting wood and digging holes.

- Build Day: Scheduled for April 29, 2019. To recruit seventy-five (75) adult volunteers from the community to participate in a one-day installation event for the project.

- Post Build Day: Requires City, within one week following Build Day, to complete and submit a Post Build Day Report in the form provided by KaBOOM!

Obligations of KaBOOM!:

- Playground Build: Provide technical and organizational leadership and guidance for the Project, including:
    - Coordinate funding partner participation, facilitate playground design, work with vendors to procure equipment and materials;

  - Manage construction logistics for the Project, coordinate playground site preparation;

  - Lead Build Day activities, including coordination of Build Day captains and volunteers;

  - Provide educational and promotional materials to support the project, including toolkits online Playground Planner, nametags and other general supplies.

- Inspections: KaBOOM!, in conjunction with City, will secure a Certified Playground Safety Inspector to review playground structure at conclusion of Build Day to ensure structure is safe and built to appropriate standards and guidelines

Obligations of Funding Partner:

- Assist the Project with funding for all equipment, parts and supplies.

- There are no long term obligations of the Funding Partner because the City assumes long term responsibility for the playground.

FISCAL IMPACT

There will be no fiscal impact to the City of Compton. The entire project will be funded by the funding Partner of Delta Airlines, KaBOOM! Inc. and the Volunteers of America.

RECOMMENDATION

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

MARVIN C. HUNT, DIRECTOR
PARKS AND RECREATION DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO.____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A DONATION AGREEMENT ACCEPTING A GRANT FROM *KABOOM!, INC.* OF THE PARTS AND INSTALLATION OF A NEW PLAYGROUND WORTH AN ESTIMATED VALUE OF SEVENTY THOUSAND DOLLARS ($70,000).

WHEREAS, KaBOOM!, Inc., ("KaBOOM!) is a national, non-profit organization dedicated to giving all children, especially those living in economically disadvantaged communities, safe and fun places to play; and

WHEREAS, each year, the City of Compton's Department of Parks and Recreation ("Department") prepares and submits a Community Partner Program Application to KaBOOM! Inc. for the purpose of partnering with a funding partner to build a new playground at one of the City of Compton's community centers; and

WHEREAS, after successfully submitting the application, the Department was notified by KaBOOM! that the application was approved and the City of Compton was selected to receive the KaBOOM! Community Partner Program Playground Grant for 2019; and

WHEREAS, the funding partner for this year has been identified as Delta Airlines and the project site is slated for the Gonzales Park Community Center; and

WHEREAS, the grant contribution, through the funding partner of Delta Airlines, is committed to donate approximately Seventy Thousand Dollars ($70,000.00) to cover the costs of supplies, equipment and other ancillary costs; and

WHEREAS, the project would include the demolition of the existing playground located at Gonzales Park and the coordination of a community build day to install a brand new play space; and

WHEREAS, the Parks and Recreation Department desires to enter into a Donation Agreement with KaBOOM! to accept and receive a grant to build a new playground at Gonzales Park.

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

<u>Section 1.</u> That the City Council hereby accepts the KaBOOM! Community Partner Program Playground Grant for 2019.

<u>Section 2.</u> That the City Manager, with the advice and approval of the City Attorney, is hereby authorized to enter into a Donation Agreement with KaBOOM!, Inc. for the installation of a new playground at the Gonzales Park Community Center with an estimated value of Seventy Thousand Dollars ($70,000).

<u>Section 3.</u> That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk and the City of Compton Parks and Recreation Department.

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

ADOPTED this ___ day of ______________, 2019.

____

MAYOR OF THE CITY OF COMPTON

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

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

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

That said Resolution was adopted by the following vote:

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

____
CITY CLERK OF THE CITY OF COMPTON

COMMUNITY PARTNER PLAYGROUND AGREEMENT

March 20, 2019

KaBOOM!, Inc. (referred to herein as KaBOOM!) is pleased that the City of Compton (referred to herein as the Community Partner) has agreed to collaborate with KaBOOM! and Delta Air Lines, Inc. (referred to herein as the Funding Partner) in the construction of a new playground at Gonzales Park, 1101 W Cressey St Compton, CA 90222 (the "Project"). This Community Partner Playground Agreement (this "Agreement"), which sets forth the Community Partner's obligations in connection with the Project and certain matters on which the parties have agreed, will, when executed by the duly authorized representatives of each party, supersede any prior agreements and represent the complete legally binding agreement between the parties regarding the Project.

1. Obligations of the Community Partner. The Community Partner shall work with KaBOOM! and the Funding Partner as well as community residents to design, plan and build the Project. By executing this Agreement, the Community Partner is unconditionally agreeing to each of the following obligations, in each case meeting the requirements provided by KaBOOM!:

   (a) Fundraising. In support of the Project, the Community Partner must contribute $8,500 to KaBOOM!, which will apply the funds directly to the purchase of playground equipment. KaBOOM! will invoice the Community Partner for such amount promptly following the execution of this Agreement, which amount must be paid in full at least thirty (30) days prior to the Project's Build Day (as defined below).

   (b) Project Site.

      (i) Ownership. At the time of execution of this Agreement, the Community Partner shall provide KaBOOM! with proof of land ownership evidenced by either a deed granting title to the property to the Community Partner or a letter from the property owner showing approval for the Project. The Community Partner is the owner of the playground in its entirety, for the lifetime of the playground, including the equipment and/or safety surfacing purchased by KaBOOM! and/or the Funding Partner.

      (ii) Permits. Prior to Build Day, the Community Partner shall obtain or cause to be obtained all necessary permits and licenses regarding the installation, possession and use of the playground in compliance with applicable laws and regulations.

      (iii) Preparation. The Community Partner shall ensure that the Project site is safe for volunteers and children, which responsibility includes: (1) recruiting fifteen (15) adult volunteers to participate in preparation activities two to three days prior to Build Day;(2) preparing the site for the installation of the Project at least two weeks before Build Day, which includes removing existing playground equipment, footers and safety surfacing, grading the land, removing fencing and performing soil tests; (3) conducting up to two (2) utility checks as reasonably requested by KaBOOM! with the appropriate utility companies, with the first test being completed on or before Design Day (as defined below) and with all utility check documentation provided upon completion to the KaBOOM! project manager who shall supervise the planning and installation of the playground (the "Project Manager"); and (4) conducting up to two (2) soil site tests as reasonably requested by KaBOOM!, with the first test being completed on or before Design Day and with all soil check documentation provided to the Project Manager upon completion. The Community Partner is responsible for undertaking any necessary risk mitigation should the soil be deemed unsafe for children and volunteers.

      (iv) Safety and Security. The Community Partner shall ensure the security of equipment, tools, supplies and well being of the adults and children from the beginning of the preparation activities until the conclusion of Build Day, including any postponement.

      (v) Maintenance. Maintenance of the playground facility and supervision of its use is the sole responsibility of the Community Partner. The Community Partner shall collaborate with KaBOOM! during the Project planning process to develop a maintenance program for the playground and, with the support of the property owner (if owner is a separate party), shall maintain the playground and the property before and after the Build Day to ensure a safe and attractive playspace. In furtherance of the foregoing, in the event any playground equipment included in the Project no longer is permitted for any reason to be located at its original site of construction or such site is no longer controlled by the Community Partner for any reason, then the Community Partner promptly shall notify KaBOOM! following its becoming aware of such situation and shall, at the Community Partner's sole cost and expense, take such steps as may be necessary to promptly and safely relocate the playground equipment (including any permanent signage and other fixtures) to an alternate site that serves children or to ensure that the successor controlling person of such site shall continue to make such playground available to children in the same manner contemplated as of the Build Day and maintain (or permit the Community Partner to maintain) such playground in accordance with the maintenance program. In addition, the Community Partner shall accept and maintain engineered wood fiber as playground safety surfacing, meeting standards established by Consumer Product Safety Commission guidelines, for the lifetime of the playground. Guidance and materials for the purpose of developing a maintenance plan for the playground are available, upon request, from the playground equipment and safety surfacing manufacturers, including Landscape Structures Inc. or Playworld Systems, Inc.

(c) Design Day. The Community Partner agrees to host a KaBOOM!-facilitated "Design Day" with at least twenty (20) adult volunteers and twenty (20) children. Such adult volunteers shall remain engaged in the planning activities throughout the Project's planning process.

(d) Build Day. The Community Partner shall recruit 75 adult volunteers from the community to participate in a one-day installation event for the Project, which is scheduled to occur on April 29, 2019 and which is referred to herein as the Build Day. The Community Partner shall ensure that all volunteers sign a waiver. On the Build Day, the Community Partner shall provide food, water, tools, dumpsters, music and restroom facilities for all volunteers.

(e) Promotion; Intellectual Property. The Community Partner shall seek prior approval from KaBOOM! and/or the Funding Partner for any materials that reference the Project or contain the name, trademarks, service marks, logos and other intellectual property (collectively, and together with all goodwill attached or which shall become attached to any of the them, the "Marks") of KaBOOM! and/or the Funding Partner, including press releases, fliers and promotional materials. The Community Partner acknowledges and agrees that each of KaBOOM! and the Funding Partner is the sole owner of all right, title and interest in and to its respective Marks. The parties acknowledge that KaBOOM! and the Funding Partner may take all steps to protect their Marks as they deem appropriate. Any use of the Marks will inure to the sole benefit of KaBOOM! or the Funding Partner (as applicable). The Community Partner shall not use the Marks in any manner that would harm the reputation of KaBOOM! or the Funding Partner or disparage or negatively reflect upon the Marks. Upon expiration of or termination of this Agreement for any reason, the Community Partner shall cease all use of the Marks. The Community Partner shall collaborate with KaBOOM! and the Funding Partner to secure media coverage for the Project.

(f) Signage. The Community Partner shall allow the names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, which shall be substantially in the form provided to the Community Partner during the application process and shall be no greater than 14 ¼ inches wide by 30 ¼ inches tall and mounted on poles in a mutually agreed location.

(g) Playground Costs. The Community Partner is solely responsible for and shall hold KaBOOM! and the Funding Partner harmless from any costs incurred by the Community Partner for any prior site preparation, upgrades or improvements or any equipment or materials purchased to supplement those secured by KaBOOM!.

(h) Warranty. The playground equipment and the safety-surfacing related to the Project may be covered under warranty by the applicable manufacturers, a copy of which may be obtained, upon request, from such manufacturers. The Community Partner acknowledges that any warranties and/or guarantees on any equipment or material are subject to the respective manufacturer's terms thereof, and the Community Partner agrees to look solely to such manufacturers for any such warranty and/or guarantee. Neither KaBOOM! nor the Funding

Partner nor any of their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty or guarantee, express or implied, in fact or in law, relative to any equipment or material, including its quality, mechanical condition or fitness for a particular purpose.

(i) Insurance. The Community Partner is self-insured and is responsible for providing coverage for its own employees and against liability for bodily injury, death and property damage that may arise out of or be based on the use of the playground at "Community Partner location", from 7 (seven) calendar days before the Build Day and for a minimum of one year afterward, in each case, in amounts not less than one million dollars ($1,000,000). This self-insurance shall be primary and non-contributing with any other insurance covering KaBOOM! and its funding partners.

(j) Indemnification. The Community Partner shall indemnify and hold harmless KaBOOM!, the Funding Partner and their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents and representatives from any and all losses, liabilities, claims, actions, fees and expenses (including interest and penalties due and payable with respect thereto and reasonable attorneys' and accountants' fees and any other reasonable out-of-pocket expenses incurred in investigating, preparing, defending or settling any action), including any of the foregoing arising under, out of or in connection with any breach of this Agreement, any actions associated with this Project or resulting from the use of any playground property and equipment, including those for personal injury, death, or property damage, except to the extent resulting from the gross negligence or willful misconduct of such indemnified person. This provision shall survive any termination or expiration of this Agreement.

(k) Data and Reporting Requirements. The Community Partner shall (i) promptly following the confirmation of the Project, distribute one or more play-related surveys provided by KaBOOM! to its stakeholders, including parents/caregivers, volunteers, staff and board members, (ii) cause members of its planning committee to complete a post-build survey provided by KaBOOM! within 2 weeks from the Build Day and a 6-month survey provided by KaBOOM! within 7 months from the Build Day.

(l) Code of Conduct. The Community Partner shall communicate and enforce the KaBOOM! code of conduct for all participants in the Project's Build Day events.

2. Obligations of KaBOOM!.

(a) Playground Build. KaBOOM! shall provide technical and organizational leadership and guidance for the Project and shall:

(i) Coordinate Funding Partner participation, facilitate playground design, including regular planning meetings, and work with vendors to procure equipment and materials in a timely manner, except to the extent that safety surfacing other than engineered wood fiber is used, which shall be procured by the Community Partner.

(ii) Manage construction logistics for the Project, coordinate playground site preparation activities with the Community Partner, inventory equipment and materials, and assure that the necessary tools and materials and other general supplies are available on the Build Day.

(iii) Lead the Build Day activities, including the coordination of Build Day captains and volunteers.

(iv) Make available certain educational and promotional materials related to the Project.

(b) Inspection. KaBOOM!, in collaboration with the Community Partner, will secure a Certified Playground Safety Inspector to review the playground structure at the conclusion of the Build Day (or, if KaBOOM! assumes responsibility for the playground construction going beyond one day, at the conclusion of the installation) to ensure that the structure is safe and built to all appropriate standards and guidelines, unless the Build Day is not completed on the Build Day due to failure of the Community Partner, in which case the Community Partner shall secure the Certified Playground Safety Inspector.

(c) Promotion. KaBOOM! will provide proposed promotional materials relating to the Project for the Community Partner's review and approval, which approval shall not be unreasonably withheld or delayed.

(d) Website Listing. KaBOOM! will place the playground on its list of KaBOOM! builds on the KaBOOM! website and KaBOOM! will send information to the Community Partner on playground maintenance programming and enhancements.

(e) Post-Build Day. The Community Partner shall (i) within one week following the Build Day, complete and submit a Post Build Report, in the form to be made available by KaBOOM!, and (ii) shall use its commercially reasonable efforts to provide, and otherwise shall cooperate in good faith with KaBOOM! regarding obtaining, such other information related to the Project as KaBOOM! from time to time may request.

3. Build Day Postponement. The Build Day shall not be postponed except when weather or other conditions jeopardize the safety of the volunteers or threaten the structural integrity of the playground. The decision to postpone the Build Day will be made by majority agreement of the representatives of KaBOOM!, the Community Partner and the Funding Partner, except where such decision must be made by KaBOOM! on the construction site and representatives of the Community Partner and the Funding Partner are not available for consultation. In the event that the Build Day is postponed, KaBOOM!, the Community Partner and the Funding Partner shall develop a plan for rescheduling the Build Day at the next earliest date possible for each party. The Funding Partner shall be responsible for all additional expenses related to the rescheduled Build Day, including, without limitation, equipment, labor and materials, storage and travel costs and expenses; *provided*, *however*, that the Funding Partner shall be notified of the estimated amount of such additional expenses in connection with rescheduling of the Build Day. Notwithstanding the foregoing, in the event that the date of the Build Day is cancelled or changed as a result of the Community Partner's failure to satisfy its obligations in connection with the Project, then the Community Partner shall be liable to KaBOOM! and the Funding Partner for all such additional expenses related to the rescheduled Build Day.

4. Funding Partner Relations. KaBOOM! has a separate contract with the Funding Partner pursuant to which the Funding Partner has agreed to provide financial and human resources for the Project. In recognition of the Funding Partner's contribution of such resources, the Funding Partner shall receive first placement on any recognition materials developed for the Project, including playground signage, banners, T-shirts, press releases, website and newsletter stories, and flyers, and the Community Partner shall not solicit sponsors or donors in relation to the Project whose products or services directly compete with the products or services of the Funding Partner as identified to the Community Partner by KaBOOM! and/or the Funding Partner. In the event the Community Partner solicits other sponsors or donors, then the Community Partner shall not permit such sponsors or donors to compete with the Funding Partner for signage and sponsorship recognition.

5. Termination. In the event that the Community Partner fails to make the payments required under Section 1(a) or otherwise breaches this Agreement, KaBOOM! may terminate this Agreement upon written notice to the Community Partner of such termination. Furthermore, if either party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including acts of God, acts or omissions of civil or military authorities, fire, strike, flood, riot, act of terrorism, war, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this Agreement if the other is unable to perform any obligation hereunder for a period longer than ten (10) calendar days due to such force majeure event, in which case KaBOOM! shall refund to the Community Partner any amounts paid to KaBOOM!, less expenses already committed and/or incurred prior to the date of such termination. If, upon termination as provided herein, the sum due KaBOOM! the by Community Partner exceeds the sum paid to KaBOOM! hereunder, the Community Partner shall pay KaBOOM! for any such additional sum due upon presentation of appropriate documentation within thirty (30) days of invoice. Except as set forth above, upon any termination, this Agreement shall become void and have no effect, and no party shall have any liability to the other party, except that nothing herein will relieve any party from liability for any intentional breach of this Agreement prior to such termination.

6. General Provisions. The Community Partner represents to KaBOOM! that all information provided by it to KaBOOM!, including in the Playground Profile Application, is true, correct and complete in all respects and does not omit any information relevant to the Project. Each party has all requisite power and authority, including any necessary approval by its governing body, to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party

hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns, and where expressly stated, their affiliates and representatives. This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflicts of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby. This Agreement may be altered, modified or amended only by a written document signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same agreement and may be delivered by facsimile or electronic mail transmission with the same force and effect as if originally executed copies hereof were delivered. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage prepaid, by personal delivery addressed to the applicable party or by facsimile or electronic mail transmission (the receipt of which is confirmed) at the address set forth under such party's signature below. The Funding Partner shall be an intended third party beneficiary of Sections 1(b), (e), (f), (g), (h), (i) and (j) and Sections 2(b), 3, 4 and 6 of this Agreement and is entitled to enforce its rights under such sections as if it were a party to this Agreement.

By executing this Community Partner Playground Agreement where indicated below, each of KaBOOM! and the Community Partner agrees, as of the date identified above, to be legally bound by all of the terms and provisions set forth above.

City of Compton

By:_______________________
Name: Cecil W. Rhambo, Jr.
Title: City Manager

Address:
205 S. Willowbrook
Avenue
Compton, CA 90220

KaBOOM!, Inc.

By:_______________________
Name: Gerry Megas
Title: Chief Financial Officer

Address:
4301 Connecticut Ave. NW, Suite ML-1
Washington, DC 20008
T: (202) 464- 6180
F: (202) 659-0210
e-mail: gmegas@kaboom.org

Contact information for the person who should receive KaBOOM! invoices:

Name: Marvin C. Hunt

Telephone number: (310) 761-1448

Mailing Address:
301 N. Tamarind Ave
Compton, CA 90221

Email: mhunt@comptoncity.org